For Lease Renewal see page 299 this book

THIS INDENTURE, made the 10th day of July, one Thousand Nine Hundred And Fifty Two between May H.Hiott, a life tenant, and Louise A.Hiott, remainderman, party of the First part, hereinafter called the lessor and The Great Atlantic And Pacific Tea Company, a duly organized and existing Corporation, having an office and place of business at P.O.Box 2337, (W.Beaver St.) City of Jacksonville,(3) State of Florida, party of the Second part, hereinafter called the lessee.

WITNESSETH That the said Lessor hereby agrees to construct and erect a certain Store building upon land owned by the Lessor pursuant to plansand specifications annexed hereto and made a part hereof and hereby leases and by these presents does grant,demise and lease unto the said Lessee for Purposes of a general merchandise business , certain land located on the Southeast Corner of intersection of Wichman Street and Washington St. Walterboro, Colleton County, South Carolina, being described as Lot conveyed by May H.Hiott, reserving a life estate to Louise A.Hiott, in remainder dated 27 June, 1952, and filed for record in the R.M.C.Office on 3 July 1952, being Lot No. 1 on a subdivision plat by Harry M.Fripp, Registered Land Surveyor, dated 24 May 1952, recorded in Plat Book 7, at page 137, in the office of the Clerk of Court for Colleton County, S.C. and a certain Store building to be known by street number ____ Wichman Street, City of Walterboro, State of South Carolina, erected upon said land owned by the lessor measuring 50 feet by 100 feet with adjoining annex 8 ft by 22 ft. also private sidewalks, driveways, and a parking lot adjacent thereto measuring approximataly 12,300 sq ft. said Land , store building annex, sidewalks, driveways, parking areas being more fully described in Special Provisions and Specifications(Consisting of Pages 1,2 and 3) attached hereto and made a part hereof with the appurtenances to the above described premises.

TO HAVE AND TO HOLD, THE SAME FOR A term of 4 years, to begin upon the First day December One thousandNine Hundred and Fifty Two and to end on the last day of November One Thousand Nine Hundred And Fifty Six at a monthly rental of Three Hundred ($ 300.00) Dollars to be paid to the lessor to such appointees as the lessor may from time to time in writing designate or to the legal representatives of the Lessor.

AND it is understood and ggreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained by the Lessee, the Lessor Will notify the Lessee of such default in writing addressed to the lessees above designated office address and forwarded by registered mail, and unless it be remedied as soon as may be reasonable possible, it shall be lawful forthe Lessor to re enter the said Premises and to again have and enjoy the same but this provision is not applicable to a bond fide dispute as to the Lessees liability to make repairs.

The Lessee at its option shall be entitled to the privilege of Two Successive renewals of this Lease, each such renewal to be for a period of Four years and subject to all the terms and conditions herein expressed, and it is understood that the consideration there for is the monies paid in rent during the original term of this lease and any extensions that have been or shall be exercised by the lessee. The Lessee by continuing to occupy the leased premises, after the expiration of the original term of its tenancy hereunder or afterthe expiration of any renewal period thereof, except the last of said periods shall be deemed andconsideraed to have elected to avail itself of its then current right to renew this lease unless it shall have clearly and unequivocally manifested a contrary

~~425~~ 2

intention, and it shall not be obligated to give any other natice of its said election by such continued occupancy alone and without any further contract or agreement, this leade shall be renewed and theleased premises shall be deemed and considered to have been again demised, by the lessor to the lessee, as above provided, beginning upon the date following the date of the expiration of the Lessees immediately preceding tenancy, subject to all the terms and conditions herein contained.

AND THE LESSOR, hereby covenants and agreed with the lessee as follows; (1) That the Lessor will erect andconstruct a certain store building with the appurtenances upon the above described land and parking lot in accordance with the original and amended if any plans and specifications to be approved by the Lessee.

(II) That all of the said Plans and specifications are to be considered as a part of this agreement, as if incorporated herein, the said Work to be commenced on or before September 1st, 1952, and the building completed in accordance with the original and amended , if any plans and specifications referred to aforesaid, on or before the 1st day of December1952 but in the event that the said Work shall not be so finished and the premises not ready for occupancy on or before the First day of April 1953, the lessee shal l have the Option of either terminationg this lease and upon doing so the same shall be thereupon null and void or extended in writing the date for the completion of said Work, if said Work is completed prior to the commencement of the term of this lease, the lessee may accept said premises for occupancy and when so accepted, rent commences at the rate designated in this lease, between that time and the commencement of said Lease.

(LII)That no rent shall become due and owing until the completion of all said Work required to be performed by the lessor in accodance with the aforesaid original and amended, if any plans and specifications and the lessees complete acceptance of said demised premises.

(IV) That the covenant to complete the aforesaid Store building and parking lot in accordance with the original and amended if any plans, and specifications aforesaid, shall be considered a personal covenant and the Lessor shall not be releived of the Obligation to comply with the covenant to complete by an assignment of this Lease.

(V). That the Lessor at the time of the Execution of these presents has alone full rights to lease the same for the term aforesaid, it is expressly understood and agreed that the above covenant of the said Lessor constitutes a warranty by him, and that in case he has not the right aforesaid , then in such event, this lease at the option of the Lessee, shall become null and void and no rent shall accrue for the term aforesaid, or for any part thereof.

(VI) that the Lessor will put the lessee in actual possession of the hereby demised premises at the beginning of the term aforesaid, and that the said Lessee on paying the said Rent and performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have , hold and enjoy the said demised premises for said Term, and renewal aforesaid, if accepted by said Lessee.

(VII) That the Lessor at his own expense, will make theleased premises throughly sanitary and will put and keep them in first class tenantable condition.

(VIII) The Lessor hereby covenants and agrees to make all exterior repairs, including parking lot, structural , roof and plate glass repairs and replacements and also hereby covenants and agreed to make all interior repairs to the building made necessary by deason of defects

failures, settlements, including structural portions of the building, roof, plate glass and/or such as may be necessary because of the Elements, including water, wind, lightning also fire and other casualty beyound Lessees control and/or failure by the Lessor to keep in good repair the exterior of the building and other parts of the premises for which he is responsible; and it is expressly understood and agreed that should the Lessor neglect or refuse to make any such repairs within a reasonable time after notice that the same are needed, the Lessee, without liability or forfeiture of its term hereby demised, may have such repairs or replacements made and may deduct from the rent payable by it the cost thereof.

(IX) That the lessor shall have access to the said demised premises at reasonable hours for inspection and to make any repairs or replacements required bf him to be made.

(X) that the Lessor, will obtain a certificate of occupancy and any other permits or certificates for occupancy, if required by lawful authority, and will also comply with all ordinances ,rules, regulations or orders of law or lawful authority in respect to the demised premises, and at the Lessors expense willhave supplied any apparatus, appliance or material and will have done any work for, in or about the leased premises which may be so required or ordered, and, if the lessor after notice that such apparatus , appliance, material or work has benn thus required, or drdered, shall fail to have the same supplied or done with raasonable premptness, the lessee may have such apparatus, appliance or material supplied and such work done, and thereupon, without liability or forfeiture of its aforesaid term, ray deduct the Cost of the same from the rent hereby reserved.

(XI) That the Lessor covenants and agrees not to permit anyone to place, erect maintain or paint any sign or signs on the roof, walls, or any place else upon the said Demised premises and that the lessee if it so desires, may place,erect maintain or paint any sign or signs thereon and Lessee may remove such sign or signs at the expiration of the term of this lease or any renewal thereof.

(XII)That the Lessor will pay all taxes assessed or imposed upon the said Demised, premises except for water, gas and electricity charges consumed by the Lessee.

(XIII) The Lessor warrants the non existenance of any zoning prohibition against the use of the demised premises forthe Purpose for which the same is hereby leased and that should such zoning prohibition be passed during the term of this Lease or any renewal thereo it is agreed at the lessees option that this Lease be null and void and no further rents shall be due from the Lessee to the Lessor upon the passing of such zoning prohibition, or in the event, of an appeal to determise the validity of such zoning prohibition then the declaration of the validity of the same by any board or court from which no further appeal has been taken. AND THE LESSEE, Hereby covenants and agrees with the lessor as follows: (1). That it will pay the said Rent as herein specified. (2) That it will pay all the Water, gas electricity charges for Water , Gas and Electricity, consumed by the Lessee upon the said Demised premises as recprded nn separate meters to be installed by the Lessor at the latters expense.(3) That during the term of this Lease or any renewal thereof the lessee will make all repairs to the interior of the within demised premises except those which lessor agrees to make under the aforesaid provisions of paragraph VIII hereof.

(4) That at the expiration of said Term it will quit and surrender the demised premises in a as good State and condition as received, reasonable wear and tear and damage by fire

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or the elements or from other causes beyound its control excepted.

THE FOLLOWING STIPULATIONS Are expressly understood by the Lessor and Lessee and are hereby agreed to by them. (a) If the leased premises be damaged by fire or other casualty, they shall be promptly repaired by the Lessor and an abatement shall be made from the rent corresponding by with the time during which and the extent to which they may not be used the Lessee after damage occuring as aforesaid and before repair. In the event of the total destruction of the said Premises by fire or other casulaty, this lease shall cease and come to an end, and the Lessee shall be liable for rent only upoto the time of such destruction, In the event of a partial destruction of the said Premises such as to render them unsuitable for the business of the lessee then in its option this lease shall cease and come to an end, and the Lessee shall be liable for the rent only up to the time of such partial destruction, of the leased premises, in the event of the occurance of either of the two contingencies last mentioned, the lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the rent period during which such premises were wholly or partially destroyed,

(b) Any Fixtures or other property of the lessee which may be either placed in orupon or affixed or attacned to the premises hereby demised by the Leasee ase to remain its property and it is to have the right to remove the same at any time prior to or upon vacating the said Premises. Each and every provision of this lease shall bind and shall inure to the benefits of the praties hereto and theirlegal representatives. The term legal representatives is used in this lease in its broadest possible meaning and includes in addition to executors and administrators, every person partnership, corporation or association succeeding to the interest; or to any part of the interest, in or to this lease, or in or to the leased premises of either the lessor or lessee, herein whether such succession results from the act of a party in interest ,occurs by operation of law, or in the effect of the Operation of law together with the act of such party, Feminine or neuter promouns shall be substituted for those ofthe Masculine form, and the plural shall be substituted forthe singular number, in any place or places herein in which the context may require such substitution or substitutions.

This Lease is not binding upon the lessee until it is signed and sealed by a duly authorized official of the leasee and delivered to the Lessor.

This Lease covers in full each and every obligation of every kind or nature whatsoever from the lessee to the said Lessor concerning the premises hereby demised, any statute, law or custom of the State in which the said Premises are situated to the contrary notwith standing.

The Lessee hereby makes ,constitutes and appoints its official by whom its corporate name is signed to this lease its true and lawful attorney in fact to acknowledge for it the said lease to be its act and Deed. If the lessor is a corporation, the said Lessor hereby makes, constitutes and appoints its President or other official by whom its Corporate name is signed to this lease, its true and lawful attorney in fact to acknowledge for it the said Lease to be its act and deed.IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals theday and year above written. WITNESSETH.

J.M.Moorer.
T.B.Corbette. As to Lessor.

May H.Hiott. Lessor. (L.S.)
Louise A.Hiott, Lessor.(L.S.)

Bernice Kamerling.
M.A.Haft. As to Lessee.

The Great Atlantic and Pacific Tea Company.
Corp Seal Affixed.
BY; O.L.Lyle. (L.S.) Authorized official
Lessee.

5 3429

STATE OF SOUTH CAROLINA.
COUNTYOF COLLETON.

PERSONALLY appeared before me T.B.Corbette, who being duly sworn says that he saw the within namdd May H.Hiott, and Louise A.Hiott, sign, seal and as theiract and Deed deliver the above written Lease; and that she with J.M.Moorer, witnessed the due execution thereof.

SWORN to before me this 10th day of July , 1952.

J.M.Moorer. (L.S.) T.B.Corbette.
Seal AFfixed.
My commission expires at Pleasure of Governor.

STATE OF FLOREDA.
COUNTY OF DUVAL.

Personally appeared before me Bernice Kamerling, who being duly sworn, says that she saw the within named G.L.Lyle, sign, seal and as his act and Deed, deliver the above written lease, and that she with W.A.Haft witnessed the due execution thereof.

SWORN to before me this 17th day of July, 1952.

W.E.Law.
Notary Public for State of Florida.
Seal AFfixed.
my commission expires July 12, 1954

Bernice Kamerling.

SPECIAL PROVISIONS AND SPECIFICATIONS TO WHICH LESSOR AGREES AND OBLIGATES HIMSELF.

To be erected and fully completed a modern store building 50 ft x 100 feet of practical modern design, property constructed of standard quality materials and first class workmanship throughout ; also fireproof, concrete block annex structure 8x22 feet to house compressors, electric meters and panels, etc, and Trash room. Said Store building and annex to be erected in Walterboro, South Carolina, on the South side of Wichman street, starting 4 ft. South of City sidewald or North property line on Wichman Street and extending South to a depth of 100 feet, thence East to a width of 50 feet.

Said Annex 8 ft x 22 ft to adjoin store building on the rear South end, as designated on Lessees store layout blueprint.

Wall construction of the store building to be of hallow tile, brick or concrete block smoothly joined properly waterproofed, and painted white, or light cream color the interior walls to be plastered and painted white.

Outside walls and parapets across front and down both sides of store building to extend above roof line sufficiently to lead proper height and appearance to the building and to provide clear space not less than 10 ft. high across front and down east side and West side, suitable for large overhead wall signs, Lessee shall have the right to erect or place on walls, roof , and tower of store building such signs as it deems advisable.

Interior walls of building to be straight without protruding colums, posts, pipes, etc, Interior to be free span without posts, if possible, otherwise one row of small iron posts may be used through building located and spaced so as not to disrupt or hinder Lessees fixture layout arrangement.

Ceiling in the Front trading area ofthe store building to be 12½ ft. high from finished floor and to be clear without protruding beams, pipes, recesses, etc, and constructed of plaster with smooth finish, pained white. The Ceiling to be insulated throughout ceiled portion of building with approximately 4 inches of suitable fireproof blown rock Wood, rolled fireproof cotton batting, or other suitable approved fireproof insulating material. Remaining portion of the Store building extending from ceiled portion to rear

South End to be left unceiled. Attic of the ceiled portion of the Building to be closed off from unceiled portion by fire resisting partition or wall extending from ceiling line to building roof.

Floor to be of concrete with smooth finish and portion of building designated by Lessee to be covered with asphalt tile squares, similarcin appearance to Armstrong gray and Black Flecked tile No. D-300

Front entrance locatdd according to Lessees plans to have Two Openings, each 3½ Ft wide net. each opening to be equipped with one 3½ ft .door hinged to open inon the right hand entrance side and to ppen out on the left hand exit, side. Such doors to be covered with non tarnishable polished metal with suitable non tarnishable polished metal push bars over the glass portion of the doors. Each door to be equipped with suitable door closers and with door key locks, and Keys. Botton 18 inches of Doors to be solid, no glass, and covered with non tarnishaboe polished metal.

Two 5x8 ft. .Service Openings to be located in rear East end as designated on Lessees store layout blueprint. And equipped with heavy duty metal covered doors on track and Roller. said Door -s to be equipped with heavy safety fastnings bars and bolts. Heavy duty screen andhardware cloth doors to be installed on Service Openings on tracks and Rollers.

Large heavy plate glass show windows across front North end of store building on tile sills, on bulkhead approximately 3ft high from finished floor inside of building to extend approximately 8 ft, high.

The Store front and show window bulkheads, also the colums on bhe front and on the Front corners of said Building to be Covered with 6x6 cream glazed tile.

Transom windows, approximately 24 inches high and 36 inches wide, hinged for opening inside located with thetop of transom approximately 18 inches from the Ceiling to be properly anduniformly spaced and located 2 on each side and 2 on each end of store buiding. Transom windows and any other windows, except plate glass show window to be of heavy safety type for protection or the openings are to be covered with heavy iron bars not more than 6 inches apart or with close mesh, heavy iron grill. Such bars or Grill work to be well anchored into wall construction.

Concrete shelf type awning or canppy not less than 5 ft wide and height to be approximately same as interior ceiling height, to extend across the front North endof Store building with return of not less than 15 ft. around on the West and East sides. Said Awning or canopy to be well anchored into and made a part of the building construction and is to be smooth finish with rounded corners. Top of canppy to have proper pitch to prevent water spilling over front or ends and drainage to be through downspouts in or on walls for disposal of water away from sidewalks.

All service doors, transoms, windows, etc, to be property screened, Also front entrance openings if required by city or State law. Proper openings to be located in Sufficient number in correct position for adequate outside ventilation of attic.

Concrete Block fireproof annex hereinabove mentioned adjoining store building on the rear South side to be approximately 12 ft high with concrete floor and concrete roof or of other fireproof material. The Outside walls of portion of annex designated as Compressor room and Trash room to be louvered Mundy tile or concrete blocks turned on edge to ventilate room . Such louvered or ventilated walls to be covered inside with hardware Cloth.

Suitable wall or roof opening as designated by Lessee to be provided in Compressor Room for exhaust fan.

The Annex hereinabove mentioned to be partitioned offwithh concrete block, brick,or other fireproof walls into rooms for Compressor, electric Panel and Meters as shown on Lessees store layout blueprint.. Entrance doors from outside into compressor and Trash rooms to be located as shown on Lessees Store layout blueprint.

Two Toilet rooms and Wash rooms, properly equipped with toilets and basins to be located as designated by Lessees Store layout blueprint. The Walls of the Toilet rooms to be tile wainscoat up not less than 5 ft. from the floor. The floor of the Toilet rooms to be covered with the same Floor covering material as used in the front of the Store.

All Electric power lines, electric wiring outlets, connections, switches and Miller continuous flouresoent light fixtures CC74 with Bulbs, large approved floor lights equipped with bulbs, located on the outside walls of the building for signs and parking area , electric panels, etc, to be provided and installed according to Lessees Plans and specifications, shown on Blueprint of its store layout. No electric wiring to be used in connection with the building less than Size 12TW Wire and no circuit loaded with more than 70% of capacity rating. All electric wiring to be in steel tubing or conduit. All Electric Power circuits to be on a separate panel from lights, All lights circuits to be on panel switch and power circuit to be on power main switch fuse block circuit. All electric panel boards, meters and switches etc, to be located in the annex as designated by Lessees layout blueprint.

All plumbing including Toilets, sinks, basins, vents, traps, gas tanks, etc, also necessary gas lines and gas heaters, outlets connections and hot water heaters, to be provided and installed according to lessees plans and specifications as shwwn on the blueprint of its Store layout plan.

Adequate provisions is to be made for proper water and sewage drainage from the building and from all compressors, condensers, equipmentandall other Plumbing etc. whether such sewage or drainage system is connected with City Sewage system or with septic tank, drain wells or combination of all.

All Trees and shubbery, etc, on property and/or between street and property line to be removed. City Sidewals, of Regulation width to extend along property line on West side of building full width of property from Wichman Street to Alley along South Property line and on North Side full width of property from Washington Street to East Property line. Street curbs along property line to be cut back on Wichman and Washington Streets. if any space exists between, any necessary new construction and/or repair and Improvements to make said sidewalks complete and in good condition to be made. A side walk 3 ft wide property graduated and of sufficient height to serve as bumper curb to adjoin building along entire East side. A 4 ft sidewalk to extend from city Sidewald on Washington Street and store building and extend across entire front of store building. adjoining store building and city sidewalk on Wichman Street; said sidewalk to be properly graduated from Store building to provide proper drainage away from building.

To be provided and maintained for the private use of the Lessee, paved parking areas and driveways hereinabove mentioned, said Parking areas approximately 12,300 Sq . Ft. extending from the private 3 ft sidewalk along East side of Building to East property

line and from side wall alongNorth Property line to alley Along South property line, and from the rear South end of Store building to the alley along South Property line and adjoining sidewalk along the West property line.

All parking areas and driveways above described to be properly filled, graded and adequately drained and said Areas and Driveways including suitable driveway Aprons into Wichman Street and into Washington Street. to be laid out and constructed according to lessees Plans. All of said Parking areas driveways and aprons to be properly paved with suitable paving materials to from hard, durable, smooth black surface for heavy usage. Said parking areas driveways, and aprons to be fully completed, cured, cleared and marked off according to lessees plans and ready for use not less than 10 days beforce the effective date of this Lease or Lessees store opening date which ever is first.

The Lessee is to be permitted to start installation of its fixtures as soon as construction of building is sufficiently advanced towhere such installations will not conflict with the remaining work and the Lessor shall reserve for Lessee this privilege in his agreement or understanding with his contractor or builders, Rent to start when building and parking areas and driveways and walkways are fully completed and turned over to the Lessee.

In the Event that delivery to the Lessee of the Completed building and parking areas etc, is delayed thirty days or more after the effective date herein stated, it is understood and agreed by both parties hereto that this Lease shall be changed to become effective on the first day of theM onth following duch delivery of Premises and the ending date of the Lease shall be changed corresponding to end four (4) years from said New effective date and if exercised, the renewal or extension periods shall be based upon and effective as of the New ending date of lease.

The Lessor agrees that he willnot lease rent or permit to be Occupied a Store wherein he is interested in which Groceries, meat, fish, poultry, produce or bakery Merchandise are sold at Retail with 500 Feet of the premises herein described during the Term of this Lease and any extension thereof.

Recorded July 23, 1952 at 12 M. Doc Stamps affixed $5.76.

BOOK 110

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SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, NORRIS RUSSELL CAPERS, a legal resident of the (town, ~~xxxxxxxxxxxx~~) of Islandton, State of South Carolina, United States of America, now in the military service as a 2d Lt, Army Serial No. 0-6574, in the Army of the United States, and now serving overseas in said military service, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my mother, Ellen Brown Capers, whose address is Route #1, Box 96, Islandton, South Carolina my true and lawful attorney to act in, manage, conduct in my name, place, and stead, and as my act and deed, any of the following acts, deeds, and things, that is to say: To possess, operate, and maintain in an excellent condition for my benefit or for the use and benefit of my said attorney in fact, my 1950 Chevrolet grey two-door sport coupe, Motor No. UNK, License No. D-174-617, properly registered in accordance with laws and regulations at the Bureau of Motor Vehicles, State of South Carolina, and all allied papers thereto.

To register or re-register, and present for inspection as required by laws and regulations, in my name, at any place wherein such registration and inspection may be required.

To sell, exchange, or otherwise dispose of the said vehicle, as my act and deed, at any time subsequent to this date and to enter into, or agree to enter into with any person or persons, any agreement for the sale, exchange, or disposal of the said vehicle upon such terms and considerations as my attorney shall think just and proper, and to sign in my name any and all papers necessary for the consummation of this act.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter, and thing whatsoever, incidental to and in furtherance of the above specially enumerated power, as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done, before or after death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney; and whether or not I, the grantor of this instrument, shall have been reported or listed, either officially or otherwise, as "missing in action" as that phrase is used in military parlance; it being the intendment hereof that such status designation shall not bar my attorney from fully and completely exercising and continuing to exercise any and all powers and rights herein granted, and that such report of "missing in action" shall neither constitute or be interpreted as constituting notice of my death nor operate to revoke this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 10th day of September nineteen hundred and fifty two.

Norris R. Capers (SEAL)
(Signature of Grantor)

WITNESSES:

Howard Shiesen (NAME) 719 East 3 St. Brooklyn, N.Y. (ADDRESS)

Martin B. Anton (NAME) 323-51 Street, Cuhart New York, New Jersey (ADDRESS)

Maynard P. Weinberg (NAME) 1140 Olive St. Scranton, Pa. (ADDRESS)

Recorded Sept 22 1952

DEEDS

ACKNOWLEDGEMENT

With the Army of the United States)
) ss.
AT Camp Drake, Japan)

I, THOMAS H. RIVERS, the undersigned officer, do hereby certify that on this 10th day of September, 1952, before me, personally appeared Norris Russell Capern, Army Serial or Service Number O-0,57h, whose home address is ~~Route #1, Box 96~~ Islandton, South Carolina, and who is known to me to be a member of the armed forces of the United States in the active military service as a (Rank or Grade) 2d Lt, in the Army of the United States, and to be the identical person who is described in, whose name is subscribed to, and who signed and executed, the foregoing instrument, and I having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same, on the date it bears, as his true, free and voluntary act and deed, for the uses, purposes and considerations therein set forth. And I, the undersigned, do further certify that I am at the date of this certificate a commissioned officer of the rank, branch of service, organization and official capacity stated below, in the active service of the Army of the United States.

(Signature of Officer) Thomas H. Rivers

Name Typed THOMAS H. RIVERS

Army Serial Number O-410870

Rank or Grade Major

Arm or branch of service Infantry

Command or organization HQ CMHD APO 613

Capacity in which acting Summary Court
(e.g., Adjutant, Staff Judge Advocate, Commanding Officer, Summary Court etc)

Home Address 1018 So. 10th Street

Camden 3, New Jersey

01

BOOK 110

PLACE ONE COPY ON RECORD AT COURT-HOUSE, AND YOU KEEP THE OTHER COPY -- 11

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, RICHARD D. GASKINS,

whose home address is RR #2, Box 55, Walterboro,

county of Colleton, state of South Carolina,

now in the Armed Forces as a Sergeant, in the United States Marine Corps,

Service or File number 567388, have made, constituted and appoint

and by these presents do make, constitute and appoint GLADYS (n) GASKINS

(Wife) whose address is RR #2, Box 55, Walterboro,

South Carolina, my true and lawful attorney-in-fact, for me and in my name, place, and stead, and on my behalf, generally to act in, manage, control, and conduct all my property and affairs of every kind and description, and to do whatever in my said attorney's uncontrolled discretion is advisable with respect thereto, as fully and effectually as I myself could do if personally present, with full power of substitution and revocation, hereby authorizing the following specific acts and things, which are, however, set forth only in aid and exemplification of the full and general power hereinabove granted and not in limitation thereof:

1. REAL AND PERSONAL PROPERTY.—To buy, receive, lease or rent for any term, accept, contract for the acquisition of, or otherwise acquire real estate or any options thereon or interests therein, including any and all rights for the development of oil, gas or other mineral deposits, wherever situated, in my name or jointly in my name and that of any other party or parties, including my attorney-in-fact;

To sell, contract to sell, mortgage, encumber, exchange, lease for any term, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title or interest for any purpose including the development of oil, gas or other mineral deposits, whether such real estate be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity (including, without limiting the generality of the foregoing, any real estate described in schedule A, now by this reference made a part hereof) (see footnote 1); and in my name, or jointly in my name and that of any other party or parties, including my attorney-in-fact, to sign, seal, execute, acknowledge and deliver any all instruments in writing of any kind and nature, as may be necessary or convenient in the premises, all upon such terms and conditions and with such warranties and covenants, if any, as my said attorney shall deem advisable, and to waive, release, relinquish and convey any homestead estates, rights under homestead exception laws, dower or curtesy estates, rights or interests, to which I may at any time be entitled;

To eject or remove tenants or other persons from, and recover possession of, all such properties, by all lawful means; to demolish, repair, rebuild, alter, improve, insure, preserve, store, transport, take possession of, and otherwise manage and control, any or all properties in which I now or hereafter may have any interest;

To release and satisfy of record any and all mortgages and deeds of trust, conveying real or personal property, which I now hold or in which I may hereafter acquire any right, title or interest;

Recorded June 3-1952

DEEDS

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7. TO REMOVE AND SHIP FROM GOVERNMENT DEPOTS.—To take possession, and order the removal and shipment, of any of my property from any station, post, warehouse, depot, dock, or other place of storage for safekeeping, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose;

8. TO BORROW MONEY.—To borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I am in any manner liable;

9. LIFE INSURANCE.—To act as my attorney-in-fact or proxy in respect to any policy of insurance on my life and in that capacity to exercise any right, privilege, or option which I may have thereunder or pertaining thereto; excluding, however, the right to change the beneficiary, the right to change the method of payment of the insurance proceeds, and the right to make a cash surrender of the policy as distinguished from a surrender of the policy for loan, conversion, or other purposes as provided therein;

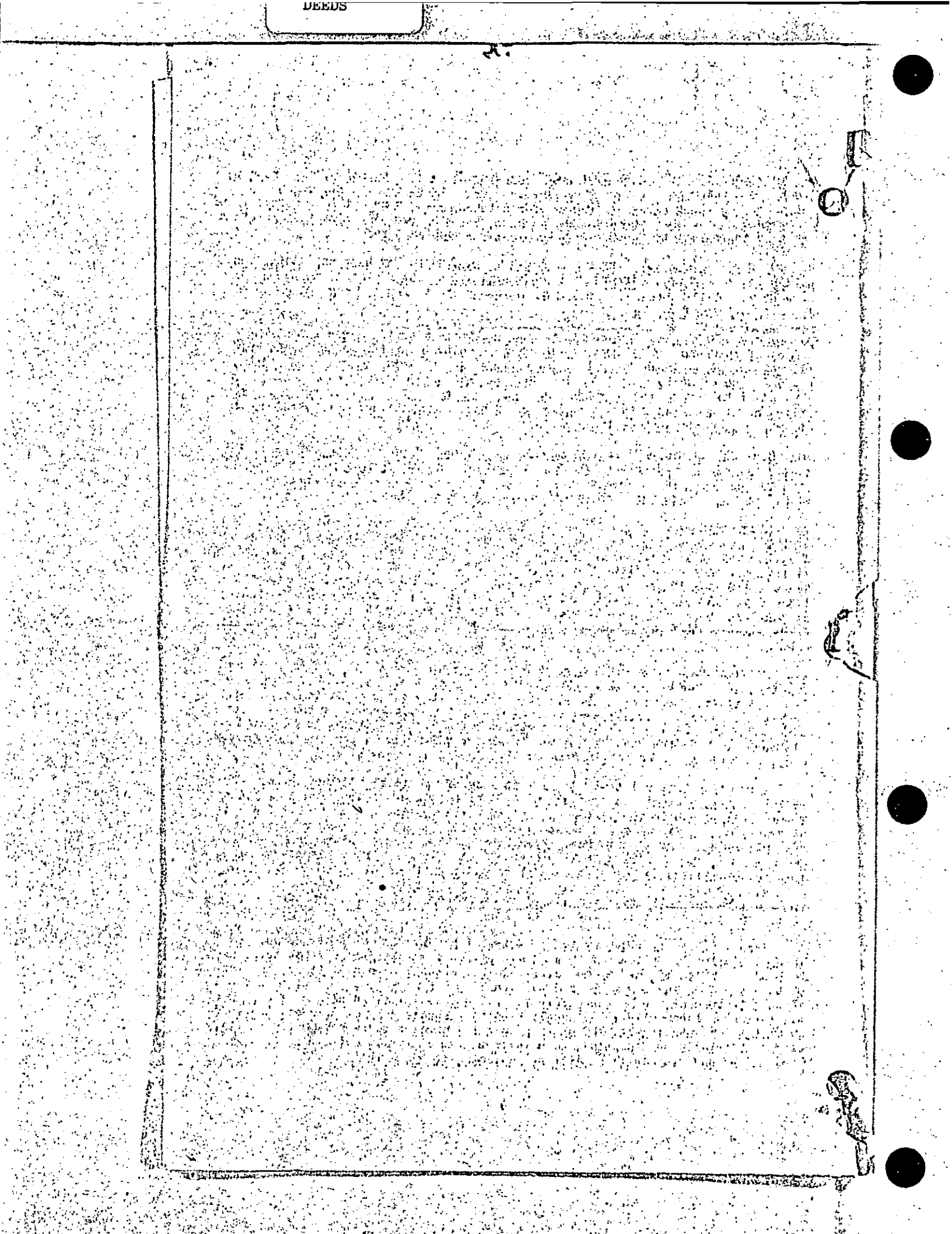
10. COUNSEL, AGENTS, AND EMPLOYEES.—To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of, my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall think fit;

11. LITIGATION.—On my behalf and in my name or my said attorney's name, to institute, prosecute, appear, defend, compromise, arbitrate, settle and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses, claims or other proceedings, to which I am at any time a party or in which I have any interest, and to engage and dismiss legal counsel in connection therewith; authorizing my said attorney to assert or to waive any or all rights, privileges, and defenses available to me under the Soldiers' and Sailors' Civil Relief Act or other legislation designed for the benefit or protection of servicemen;

12. GENERAL POWERS REGARDING INSTRUMENTS IN WRITING.—To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, leases, mortgages, deeds of trust, releases, bills of sale, motor vehicle title certificates, assignments, agreements, certificates, checks, notes, bonds, vouchers, receipts, savings bank and United States Postal Savings withdrawal slips, satisfactions of judgments, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in carrying out any of the provisions hereof.

I hereby ratify all that my said attorney or my attorney's substitute or substitutes shall lawfully do or cause to be done by virtue of this Power of Attorney which shall remain in full force and effect until written notice of its revocation signed by me, my executor, administrator or heirs, shall have been received by my said attorney, or shall have been given by a written instrument recorded as deeds are recorded, and no person dealing with my said attorney or my attorney's substitute or substitutes in any manner shall be under any obligation to see to the application of any money paid to said attorney or substitute or substitutes, or to inquire into the validity, expediency, or propriety of any of their acts or of any of the provisions of this Power of Attorney.

Except as is otherwise provided by law, I hereby declare that any act or thing lawfully done hereunder my said attorney, or substitute or substitutes shall be binding on myself, and my heirs, legal and personal representatives, and assigns, whether the same shall have been done before or after my death, or other revocation of this instrument, or my incapacity to act, unless actual knowledge of such death, revocation or incapacity to act shall have been received by my said attorney, or substitute or substitutes, and whether or not I shall have been reported or listed either officially or otherwise, as "missing" or "missing in action" as these phrases are used in naval or military parlance, it being the



12A

To buy, sell, exchange, lease or rent, register, re-register, mortgage, encumber, borrow money upon, take out licenses in respect of, insure, collect insurance upon, and otherwise deal with any automobile or automobiles;

To purchase, sell, exchange, mortgage, pledge, lease or rent, and in any and every manner deal in and with any and all other personal property of every kind whatsoever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest;

To invest and reinvest, to convert and reconvert, to exchange investments, and to invest funds in any property whether or not owned jointly or in common with any other person, including my attorney-in-fact.

2. COLLECTION AND PAYMENT OF ACCOUNTS, ETC., AND TRANSACTION OF BUSINESS GENERALLY.--To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name, or jointly in my name and that of any other party or parties, including my attorney-in-fact;

3. BANKING--SAFETY DEPOSIT BOXES.--To deposit and withdraw for any purpose, in or from any bank, building and loan association, trust company or any other financial institution, including United States Postal Savings, any funds, checks, negotiable paper, or other credits, which may come into my said attorney's hands, or which I now or hereafter may have on deposit or be entitled to, and to endorse, cash, and receive the proceeds of any or all checks, vouchers, or other orders for money; to have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any securities, valuables or other property and to remove therefrom at any time or from time to time all or any part of the contents of any such box or vault;

4. STOCK AND BONDS.--To act as my attorney or proxy in respect to, to vote at any special or regular meeting of shareholders on any question whatsoever, to give written consent on any matter in respect of, and to sell, pledge, encumber, endorse, and make delivery of, any and all stocks, shares, bonds, or other investments, rights, or interest, in which I may now have, or hereafter acquire, any right, title or interest;

5. TAXES.--To make, execute, and file income and other tax returns and declarations of estimated tax required to be made by me by any law, either Federal or State, for the taxable year 1940 and for each subsequent year; to represent and act for me in all tax matters in dispute or litigation, in any governmental department or court; to receive, endorse and collect checks in settlement of any refund of taxes for such years; to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation; to execute closing agreements relative to tax liability for such years; to file claims for abatement, refund, or credit of taxes; to make any adjustments or settlements and to sign any and all receipts, waivers, settlements or agreements, with reference to or pertaining to, income taxes and other taxes duly assessed by law;

6. GOVERNMENT VOUCHERS AND CHECKS.--To execute vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States, including, but not restricted to, allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law or Navy or other regulations;

To receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States for whatever account, and to execute in the name and on behalf of the undersigned, all bonds, indemnities, applications, or other documents, which may be required by law or regulation to secure the issuance of duplicates of such checks, and to give full discharge of same (see footnote 2);

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intendment hereof that such status designations shall not bar said attorney, or substitute or substitutes, from fully and completely exercising and continuing to exercise any and all powers and rights herein granted, and that such report of "missing" or "missing in action" shall neither constitute nor be interpreted as constituting notice of my death nor operate to revoke this instrument.

If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself and for my executors, administrators and assigns, in consideration of my attorney's acting pursuant to this Power of Attorney, to save and hold my attorney and any substitute or substitutes harmless from any loss suffered or liability incurred by my attorney or such substitute or substitutes in so acting after such revocation or termination without such notice.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this 17th day of December, 1952.

Richard D. Gaskins

WITH THE ARMED SERVICES OF THE UNITED STATES)
AT CAMP PENDLETON, CALIFORNIA) ss

On this 17th day of December, 1952, before me, STANLEY R. SCHLUETER, the undersigned officer, personally appeared RICHARD D. GASKINS, to me known and known to me to be presently serving with or in the armed services of the United States, and to be the person described in and who executed the within and foregoing instrument consisting of three (3) pages besides this one (1), and acknowledged to me that he executed the same as his free act and deed for the uses, purposes and considerations therein expressed.

And the undersigned does further certify that he is at the date hereof, a commissioned officer of the U. S. MARINE CORPS of the rank stated below, and is in the active service of the armed forces of the United States.

Stanley R. Schlueter
(Name, rank, serial number, and capacity in which signed)
STANLEY R. SCHLUETER
Capt. USMC, 033653
Legal Officer, 3rd Repl Bn.

FOOTNOTE 1: Insert on a separate sheet securely fastened to this document marked "Schedule A" and identified by grantor's signature, the legal description of all real estate owned by the grantor or in which he has an interest of any kind. If there is no such real estate, cross out the words in parentheses.

FOOTNOTE 2: This paragraph conforms with Treasury Department Form No. 6569, as revised.

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...ent hereof that such status designations shall not bar said attorney, or ...ate or substitutes, from fully and completely exercising and continuing to ... any and all powers and rights herein granted, and that such report of ...y" or "missing in action" shall neither constitute nor be interpreted as ...ating notice of my death nor operate to revoke this instrument.

...the authority contained herein shall be revoked or terminated by operation ...law without notice, I hereby agree for myself and for my executors, ...trators and assigns, in consideration of my attorney's acting pursuant to ...ver of Attorney, to save and hold my attorney and any substitute or sub...ute harmless from any loss suffered or liability incurred by my attorney or ...substitute or substitute" or [illegible] after such revocation or termination ...ut such notice.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this 17th ... of December, 1952.

Richard D. Gaskins

(IN ARMED SERVICES OF THE UNITED STATES) ss
(IN HOLLYWOOD, CALIFORNIA)

On this 17th day of December, 1952, before me, STANLEY R. SCHLUETER, ...ndsrwl and officer, personally appeared RICHARD D. GASKINS, ...known and known to me to be presently serving with or in the armed services ...e United States, and to be the person described in and who executed the ...n and foregoing instrument consisting of three (3) pages besides this one (1), ...ch is signed to me that he executed the same as his free act and deed for the ...poses and considerations therein expressed.

...and the undersigned does further certify that he is at the date hereof, a ...ssigned officer of the U. S. MARINE CORPS of the rank stated ...and is in the active service of the armed forces of the United States.

(Arms, rank, serial number, and capacity in which signed)
STANLEY R. SCHLUETER
Capt. USMC, 032852
Legal Officer, 2nd Regt Bn.

...TE 1: Insert on a separate sheet securely fastened to this document marked ...ble a" and identified by grantor's signature, the legal description of all ...ents owned by the grantor or in which he has an interest of any kind. If ...e is no such real estate, cross out the words in parentheses.

...TE 2: These paragraph conforms with Treasury Department Form No. 6909, as ...

Form 94LA AFL P15 Poco 2M 10-19-50
Rev. 8-1-47

LEASE AGREEMENT

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Made this 4th. day of December 1952., 195__, between Charlie Ackerman and Mrs Ida Ackerman.

of R.F.D. No. 1 Cottageville, South Carolina., as Lessor (whether one or more), and Wofford Oil Company.of Georgia.

a corporation of Fulton County, Georgia., Lessee, WITNESSETH:

1. Lessor hereby leases unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of 4 miles West of Cottageville., County of Colleton., and State of South Carolina described as follows:

All that Piece, parcel or Tract of land, situate lying and being in Sheridan Township, County of Colleton, State of South Carolina, measuring and containin Ten (10) Acres, more or less, and being bounded on the North by lands of J.F. Addison; East by State Highway No. 65; and lands of J.W.Ackerman; South by Lands of R.Metts and West by lands of C.M.Ackerman. The said Tract is the same conveyed to Charlie Ackerman by J.W.Ackerman, by deed Dated 18 December 1950 recorded in the office of the Clerk of Court for Colleton County, South Caroli in Book of Deeds 106 at page 5

For assignment see next Page

2. To have and to hold for a period of Ten(10) ( ) years commencing on the First. 1st( ) day of December 1952., 195__, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease under the same terms and conditions for an additional period of Five.(5.) years, commencing on the expiration of the original term, by giving Lessor written notice thereof at least thirty (30) days prior to the expiration of the original term.

Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: Twenty Five Dollars. ($ 25.00) per month, payable in advance on or before the 5th. day of each month.

4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.

5. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.

6. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.

7. Lessee shall have the right to assign this lease or sublet the premises.

8. If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.

9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.

10. Any notices under this lease shall be delivered to Lessor at R.D.F.1 State Rt. 651, Cottagevill S. C. and to Lessee at 140 Spring St. S.W.Atlanta, Georgia or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

11. This lease cancels and supersedes any other agreement between the parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

IN WITNESS the execution hereof the day and year above first written.

WITNESSES AS TO LESSOR:

Claude W.Evans.

H.L.Rhode.

Charlie Ackerman. (Seal)

Mrs. Ida Ackerman, X hermark. (Seal)

(Seal)

(Seal)

WITNESSES AS TO LESSEE:

E.S.Worthington.

Timmie P.Murphy.

(Lessor)

Wofford Oil Company. of Georgia.

Corp Seal Affixed. (Lessee)

BY Jno. C.Dial. President.

(Title)

Attest:

(Assistant Secretary)

Recorded December 22, 1952 at 9 A

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ACKNOWLEDGMENT OF LESSOR

ACKNOWLEDGMENT OF LESSEE

STATE OF Georgia,
COUNTY OF Fulton. } Personally appeared before me E.S.Worthington.

and made oath that he saw the within Wofford Oil Company of Ga. by its Pres
Jno. C.Dial. sign, seal and as his
act and deed, deliver the within written contract and that he with
Tommie P.Murphy. witnessed before me the same.

Sworn to before me this
18th Dec. 1952. A.D. E.S.Worthington.)
Florence Burns. (L.S.)
Seal Affixed. Notary Public for GA.
my commission expire March 10,1954.

(L.S.)

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness Claude W.Evans. Charlie Ackerman, Owner (Seal)

Witness Lien Holder (Seal)

ASSIGNMENT OF LEASE

The WOFFORD OIL COMPANY OF GEORGIA, for value received, does by these presents, bargain, sell, set over and assign to THE PURE OIL COMPANY, an Ohio corporation, the Lease Agreement attached hereto, as said Lease Agreement stands amended, if any amendments there be, between ~~the~~ Charlie Ackerman and Mrs Ida Ackerman as Lessor, and the WOFFORD OIL COMPANY OF GEORGIA, as Lessee, dated December 4, 1951, and covering property in Colleton County, South Carolina, together with all the rights, options, and privileges of Assignor therein contained. Said Lease Agreement is recorded in the Clerks Office of said County in Book No. 119 Page No. 13, to which reference is hereby made for full particulars.

IN WITNESS WHEREOF, the WOFFORD OIL COMPANY OF GEORGIA has duly executed this Assignment, this 1st day of January, 1954.

Signed, sealed and delivered in the presence of:

WOFFORD OIL COMPANY OF GEORGIA

By E.S. Worthington
Assistant Secretary.

ACKNOWLEDGMENT

State of Georgia
County of Fulton

Personally appeared before me I.D. Goodman, who, being duly sworn, says that he saw the corporate seal of the WOFFORD OIL COMPANY OF GEORGIA affixed to the foregoing Assignment of Lease and that he also saw E.S. Worthington, the Assistant Secretary of said Wofford Oil Company of Georgia, sign ~~and~~ the same and that he with Tommie P. Murphy witnessed the execution and delivery thereof as the act and deed of the said Wofford Oil Company of Georgia.

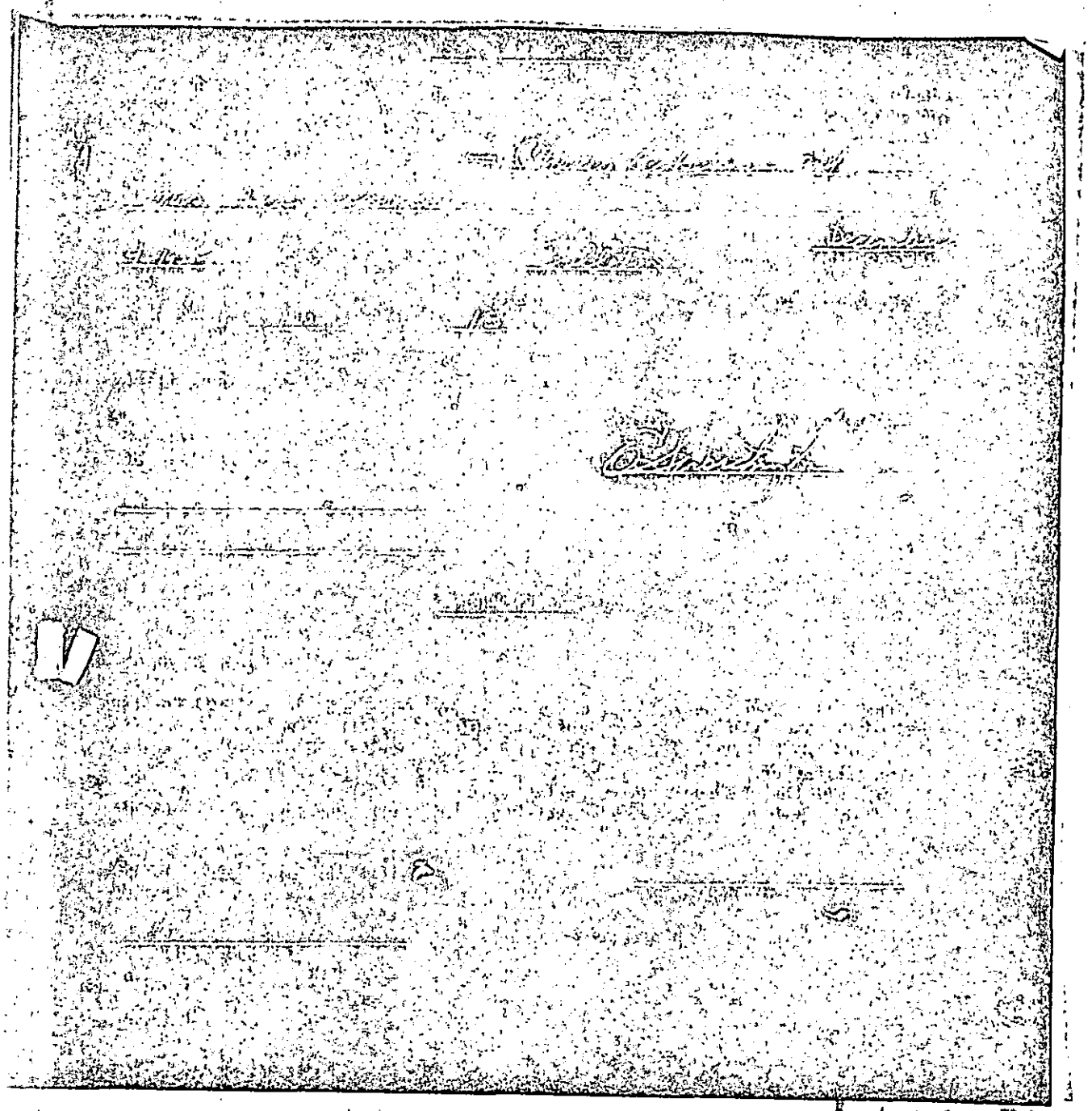
Sworn to before me this the 1st day of January, 1954.

I.D. Goodman

Notary Public.

Notary Public, Georgia, State at Large
My Commission Expires June 10, 1958

BOOK 110



14A

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ACKNOWLEDGMENT OF LESSOR

ACKNOWLEDGMENT OF LESSEE

STATE OF ~~SOUTH CAROLINA~~ Georgia.
COUNTY OF Fulton.

Personally appeared before me E.S.Worthington.

and made oath that he saw the within Wofford Oil Company of Ga. by its Pres. Jno. C.Dial. his act and deed deliver the within written instrument and that he with Tommie P.Murphy. witnessed the execution thereof.

Sworn to before me this 18th Dec. 1952. A.D. (L.S.) E.S.Worthington.

Florence Burns. (L.S.)
Notary Public for GA.
Seal Affixed. my commission expire March 10,1954.

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness Claude W.Evans. Charlie Ackerman, Owner (Seal)

Witness _____ _____ Lien Holder (Seal)

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

STATE OF Oklahoma. }
COUNTY OF Tulsa. } KNOW ALL MEN BY THESE PRESENTS:

that R.W.Slemaker.

Tulsa of Tulsa. County, State of Oklahoma.
hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of One and No/100 (Dollars $ 1.00 and other good and valuable considerations, paid by L.D.Chilton. Daniel Bldg. Tulsa Okla. hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed by these presents does grant, sell and convey unto said grantee an undivided One Twelfth (1/12) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Colleton, State of South Carolina, and described as follows:

TRACT NO. 1. All that Certain Piece, parcel or Tract of land, situate, lying and being Two Milds northwest of the Town of Wacksonboro, near the Walterboro Jacksonboro Public Road; in Fraser Township, Colleton County, S.C. more particularly described as foldows; All that Tract of land containing Six Hundred Five and 3/4 (605-3/4) Acres. and Bounded North and West by lands of Bradley, Hayne Hall Tract; East by lands of Bradley Hart Tract; Souta by Bulls Place, according to a Survey and plat of same by C.E.DuRant, Surveyor of Date November 7th and 8th 1919, of Record in the office of the Clerk of Court for Colleton County in Plat Book 1, page 360, same being that Tract of land conveyed to H.M.Tuten by Banjamin Sauls by deed of Record in the office of the Clerk of Court for Colleton County in Deed Book 44 at page 554, by R.M.Jefferies Master, by Deed of Record in Deed of Record in theoffice of the Clerk of Court in Deed Book 30 page 260. W.M. Sauls and Mary Tuten by deed of Recording in the office of the Clerk of Court In Book 44 at page 556, and by O.P.Sauls by deed of Record in the office of the Clerk of Court for Colleton County in Book 44, at page 555.
ALSO: TRACT NO. 2. All that Tract of land situate in Fraser School Distric Colle County. S.C. known as the Hayne Hall Tract, containing Eight Hundred Nineteen an Five tenths (819.5) Acres, more or less and Bounded now or formerly as foldows: Northwest by the Burnt Church lot and by the parkers Ferry Road; Northeast by lands of Garvin; East by lands of P.B. and R.S.Bradleyk nown as the Hart Tract; b lands of H.M.Tuten, next below described; and by lands of Reynolds; South by said land of H.M.Tuten by lands of Reynolds; and bylands of J.M.Padgett; South West by lands of J.M.Padgett and by the Jacksonboro Road from Cottageville; and b a Triangular shaped piece of land containing 9½ acres said to be originally a part of the Hayne Hall Tract.

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all land singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by Payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, of any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF WE SIGN, this the 31st. day of October, 1952. 1952.

Signed, sealed and delivered in the presence of:

W.R.Moseley. (SEAL)	(SEAL)	R.W.Slemaker. (SEAL)
R.W.Slemaker Jr. (SEAL)	(SEAL)	(SEAL)
(SEAL)	(SEAL)	(SEAL)
(SEAL)	(SEAL)	(SEAL)
(SEAL)	(SEAL)	(SEAL)

Recorded February 20th, 1953 at 9 A.M

SEE NEXT PAGE

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness Claude W. Evans. Charlie Ackerman, Owner (Seal)

Witness _____ _____ Lien Holder (Seal)

Said Lands being delineated on plat thereof by Harry M.Fripp, Surveyor, Dated 21 August 1943, with said Triangular strip defined thereon in Red Lines by said Surveyor by Addenda dated 13 January 1944, EXCLUDING therefrom however and interior burial lot conveyed by Bradley Lumber and Manufacturing Company to Frank B.Hayne by Deed Dated 2 March 1928, and Recorded in Book 61 at page 301 in the office of the Clerk of Court for Colleton County.

Reference is here had to the Records of said Deeds for a more particular description.

TRACT NO. 3. All that Tractof land situate in Fraser School District, Colleton County, South Carolina, containing Two Hundred Fifty (250) Acres, More or Less, bounded North by lands of Estate of J.A.Tuten, formerly part of same Tract; Eastby Buzzard Roost Avenue and lands of Holmes; Wesley Green, et al South by State Highwway No. 32; and West by lands of Lightsey Brothers, form erly of Bradley. Being lands cut off to H.M.Tuten in partition in kind between him and J.A.Tuten.

All the above described land containing 1675.25 acres, more or less. 15A

Oklahoma.

THE STATE OF ~~SOUTH CAROLINA~~,
Tulsa. County.

PERSONALLY appeared before me R.W.Slemaker Jr.

and made oath that He. saw the within named R.W.Slemaker.

His.
sign, seal and as act and deed, deliver the within written Deed;

and that he. with W.R.Moseley. witnessed the execution thereof.

SWORN to before me, this 31st.
day of October, 1952. A. D. 19

R.W.Slemaker Jr.

W.L.Moseley. (SEAL)

Seal Affixed. My commission expires July 12, 1953.

THE STATE OF SOUTH CAROLINA,
County.

PERSONALLY appeared before me

and made oath that saw the within named

sign, seal and as act and deed, deliver the within written Deed;

and that with

witnessed the execution thereof.

SWORN to before me, this
day of A. D. 19

(SEAL)

Oklahoma.

THE STATE OF ~~SOUTH CAROLINA~~,
Tulsa. County.

RENUNCIATION OF DOWER

I, W.R.Moseley, a ~~Notary~~ Notary Public

do hereby certify unto all whom it may concern, that Mrs. Ruth Slemaker,

the wife of the within named R.W.Slemaker.

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L.D.Chilton, His.

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31st. day of October, ~~1952~~ 1952. Anno Domini 19

W.R.Mosley. (SEAL) Ruth Slemaker.

~~Seal Affixed. My commission expires July 12, 1953.~~

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)

State of South Carolina

MINERAL RIGHT
AND ROYALTY TRANSFER

TO

Filed
day
of A. D. 19
o'clock M.
at
and recorded in Book
Page
Fee, $
R. M. C. or Clerk of Court C. P. & G. S.
County, S. C.

Recorded this
day
of 19
in Book
Page
Fee, $
Auditor
County, S. C.

THE STATE OF SOUTH CAROLINA

421

17

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN, W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HENDSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C.B. SMITH, AND B. H. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(COLUMBIA, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of JULY A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Twenty-seven Million, Three Hundred Fifty-eight Thousand, Two Hundred Seventy ($27,358,270.00) - - - - - - - - - - - - - - - Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' published notice was given, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote; and that in all respects there has been complied with the provision of Section 7688, Volume III, Code of Laws of South Carolina, 1942, and all amendments thereto.

Title 12, Chapter 4, Article 7,

1952

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 453, Article 4 of the Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts of Acts me thereto enabling, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and I hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the state, at Columbia, this 28th. day of MAY in the Year of Our Lord one thousand nine hundred and Fifty-Three and in the one hundred and Seventy-Seventh year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY: MAY 28, 1953.
O. Frank Thornton
Secretary of State

Recorded May 28 1953

16

THE STATE OF ~~XXXXXXXXXXXX~~ Oklahoma.
Tulsa. County.

PERSONALLY appeared before me R.W.Slemaker Jr.
and made oath that He. saw the within named R.W.Slemaker.
sign, seal and as His. act and deed, deliver the within written Deed;
and that he. with W.R.Moseley.
witnessed the execution thereof.

SWORN to before me, this 31st.
day of October, 1952. A. D. 19

W.L.Moseley. (SEAL) R.W.Slemaker Jr.

Seal Affixed. My commission expires July 12, 1953.

THE STATE OF SOUTH CAROLINA,
County.

PERSONALLY appeared before me
and made oath that saw the within named
sign, seal and as act and deed, deliver the within written Deed;
and that with
witnessed the execution thereof.

SWORN to before me, this
day of A. D. 19

(SEAL)

THE STATE OF ~~XXXXXXXXXXXX~~ Oklahoma.
Tulsa. County.

RENUNCIATION OF DOWER

I, W.R.Moseley, a ~~Xxxx~~ Notary Public
do hereby certify unto all whom it may concern, that Mrs. Ruth Slemaker.
the wife of the within named R.W.Slemaker.
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L.D.Chilton, His.

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31st. day of October, ~~19~~ 1952. Anno Domini 19

W.R.Mosley. (SEAL) Ruth Slemaker.

~~Seal Affixed, My commission expires July 12, 1953.~~

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I,
do hereby certify unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)

State of South Carolina

TO

MINERAL RIGHT
AND ROYALTY TRANSFER

Filed day
of A. D. 19
at o'clock M.
and recorded in Book
Page Fee, $

R. M. C. or Clerk of Court C. P. & G. S.
County, S. C.

Recorded this day
of 19
in Book Page
Fee, $

Auditor County, S. C.

CARY PRINTING CO., COLUMBIA, S. C.

110

17

THE STATE OF SOUTH CAROLINA

421

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCKEEKIN, W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C.B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(COLUMBIA, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of JULY A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Twenty-seven Million, Three Hundred Fifty-eight Thousand, Two Hundred Seventy ($27,358,270.00) - - - - - - - - - - - - - - - Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' published notice was given, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote; and that in all respects there has been complied with the provision of Section 7688, Volume III, Code of Laws of South Carolina, 1942, and all amendments thereto. Title 12, Chapter 4, Article 7, 1952

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 455, Article 7 of the Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts of Acts me thereto enabling, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and I hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office. 1952

GIVEN under my hand and the seal of the state, at Columbia, this 28th. day of MAY in the Year of Our Lord one thousand nine hundred and Fifty-Three and in the one hundred and Seventy-Seventh year of the Independence of the United States of America.

(SEAL)

CERTIFIED TO BE A TRUE AND CORRECT COPY: MAY 28, 1953
O Frank Thornton
Secretary of State

O. FRANK THORNTON
Secretary of State.

Recorded May 28 1953

Oklahoma.

THE STATE OF ~~XXXXXXXXXXXX~~NA,
Tulsa.
.....County.

PERSONALLY appeared before me R.W.Slemaker Jr.
and made oath that He. saw the within named R.W.Slemaker.
His.
.....sign, seal and as.....act and deed, deliver the within written Deed;
and that he. with W.R.Moseley.
.....witnessed the execution thereof.

SWORN to before me, this 31st.
day of October, 1952. A. D. 19.....

R.W.Slemaker Jr.

W.L.Moseley. (SEAL)

Seal Affixed. My commission expires July 12, 1953.

THE STATE OF SOUTH CAROLINA,
.....County.

PERSONALLY appeared before me.....
and made oath that.....saw the within named.....
.....sign, seal and as.....act and deed, deliver the within written Deed;
and that.....with.....
.....witnessed the execution thereof.

SWORN to before me, this.....
day of.....A. D. 19.....

.....(SEAL)

Oklahoma.

THE STATE OF ~~XXXXXXXXXXXX~~
Tulsa.
.....County.

RENUNCIATION OF DOWER

I, W.R.Moseley, a ~~Xxxx~~ Notary Public
do hereby certify unto all whom it may concern, that Mrs. Ruth Slemaker.
.....the wife of the within named R.W.Slemaker.
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L.D.Chilton, His.
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31st. day of October, ~~1952~~ 1952. Anno Domini 19.....

W.R.Mosley. (SEAL) Ruth Slemaker.

~~Seal Affixed, My commission expires July 12, 1953.~~

THE STATE OF SOUTH CAROLINA,
.....County.

RENUNCIATION OF DOWER

I, ...
do hereby certify unto all whom it may concern, that Mrs.....
.....the wife of the within named.....
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named.....
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this.....day of.....Anno Domini 19.....

.....(SEAL) .....

State of South Carolina

.....

.....

.....

TO

.....

.....

MINERAL RIGHT
AND ROYALTY TRANSFER

Filed.....day
of.....A. D. 19.....
at.....o'clock.....M.
and recorded in Book.....
Page.....Fee, $.....

R. M. C. or Clerk of Court C. P. & G. S.
.....County, S. C.

Recorded this.....day
of.....19.....
in Book.....Page.....
Fee, $.....

Auditor
.....County, S. C.

CAROLINA PRINTING CO., COLUMBIA, S. C.

110

17

THE STATE OF SOUTH CAROLINA 421

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN, W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAYER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C.B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(COLUMBIA, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of JULY A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Twenty-seven Million, Three Hundred Fifty-eight Thousand, Two Hundred Seventy ($27,358,270.00) - - - - - - - - - - - - - - - Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' published notice was given, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote; and that in all respects there has been complied with the provision of Section 7688, Volume III, Code of Laws of South Carolina, 1942, and all amendments thereto.

Title 12, Chapter 9, Article 7,

1952

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 455, Article 9 of the Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts of Acts me thereto enabling, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and I hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the state, at Columbia, this 20th. day of MAY in the Year of Our Lord one thousand nine hundred and Fifty-Three and in the one hundred and Seventy-Seventh year of the Independence of the United States of America.

(SEAL)

CERTIFIED TO BE A TRUE AND CORRECT COPY: MAY 28, 1953.
O Frank Thornton
Secretary of State

O. FRANK THORNTON
Secretary of State.

Recorded May 28 1953

14

THE STATE OF ~~XXXXXXXXXXXX~~ Oklahoma. NA,
Tulsa. County.

PERSONALLY appeared before me R.W.Slemaker Jr.
and made oath that He. saw the within named R.W.Slemaker.
sign, seal and as His. act and deed, deliver the within written Deed;
and that he. with W.R.Moseley.
witnessed the execution thereof.

SWORN to before me, this 31st.
day of October, 1952. A. D. 19

W.L.Moseley. (SEAL) R.W.Slemaker Jr.

Seal Affixed. My commission expires July 12, 1953.

THE STATE OF SOUTH CAROLINA,
County.

PERSONALLY appeared before me
and made oath that saw the within named
sign, seal and as act and deed, deliver the within written Deed;
and that with
witnessed the execution thereof.

SWORN to before me, this
day of A. D. 19

(SEAL)

THE STATE OF ~~XXXXXXXXXXXXXX~~ Oklahoma. RENUNCIATION OF DOWER
Tulsa. County.

I, W.R.Moseley, a ~~Mxxx~~ Notary Public
do hereby certify unto all whom it may concern, that Mrs. Ruth Slemaker.
the wife of the within named R.W.Slemaker.
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L.D.Chilton, His.
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 31st. day of October, ~~1952~~ 1952. Anno Domini 19

W.R.Mosley. (SEAL) Ruth Slemaker.

Seal Affixed, My commission expires July 12, 1953.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER
County.

I,
do hereby certify unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)

State of South Carolina

TO

MINERAL RIGHT
AND ROYALTY TRANSFER

Filed day
of A. D. 19
at o'clock M.
and recorded in Book
Page Fee, $

R. M. C. or Clerk of Court C. P. & G. S.
County, S. C.

Recorded this day
of 19
in Book Page
Fee, $

Auditor County, S. C.

CARL SPRINGS CO., COLUMBIA, S. C.

110

17

THE STATE OF SOUTH CAROLINA 421

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN, W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAYER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. CONTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C.B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(COLUMBIA, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of JULY A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Twenty-seven Million, Three Hundred Fifty-eight Thousand, Two Hundred Seventy ($27,358,270.00) - - - - - - - - - - - - - - Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' published notice was given, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote; and that in all respects there has been complied with the provision of Section 7688, Volume III, Code of Laws of South Carolina, 1942, and all amendments thereto.

Title 12, Chapter 4, Article 7,
1952

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 153, Article 7 of the Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts of Acts me thereto enabling, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and I hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the state, at Columbia, this 28th. day of MAY in the Year of Our Lord one thousand nine hundred and Fifty-Three and in the one hundred and Seventy-Seventh year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY; MAY 28, 1953.
O Frank Thornton
Secretary of State

Recorded May 28 1953

STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT

Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the sum of $27,358,270.00, Twenty-seven Million, Three Hundred Fifty-eight Thousand, Two Hundred and Seventy Dollars

Given under my hand and the seal of the State at Columbia, this 28th day of May A. D. 1953

By O. Frank Thornton, Secretary of State

STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

BY THE SECRETARY OF STATE.

This is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.

GIVEN under my Hand and the Great Seal of the State, at Columbia, this 28th. day of May, A.D., 1953.

O. Frank Thornton

Secretary of State.

17A

200

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN, W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C. B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th. day of July , A. D. 19 24 .

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation amending Article VII of that part of its Charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof,

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Section 7741 Code of Laws of South Carolina, 1942, and all amendments thereto.

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 153, Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts or Acts me thereto enabling, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

(SEAL)

GIVEN under my hand and the seal of the State at Columbia, this 28th. day of May in the year of our Lord One Thousand nine hundred and 53 and in the one hundred and seventy-seventh year of the Independence of the United States of America.

O. FRANK THORNTON,
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY.
MAY 28th. 1953.
O. Frank Thornton
Secretary of State.

Recorded May 28 1953

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN. W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. P. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C. B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the **19th.** day of **July**, A. D. 19 **2h**.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation **amending Article VII of that part of its Charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof,**

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Section 7741 Code of Laws of South Carolina, 1942, and all amendments thereto.

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 153, Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts or Acts me thereto enabling, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

(SEAL)

GIVEN under my hand and the seal of the State at Columbia, this **28th.** day of **May** in the year of our Lord One Thousand nine hundred and **53** and in the one hundred and **seventy-seventh** year of the Independence of the United States of America.

O. FRANK THORNTON,
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY.
MAY 28th. 1953.
O. Frank Thornton
Secretary of State.

Recorded May 28 1953

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCMEEKIN. W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HEINSOHN, W. J. READY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C. B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the **19th.** day of **July**, A. D. 19 **24**.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation **amending Article VII of that part of its Charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof,**

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Section 7741 Code of Laws of South Carolina, 1942, and all amendments thereto.

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 153, Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts or Acts me thereto enabling, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

(SEAL)

GIVEN under my hand and the seal of the State at Columbia, this **28th.** day of **May** in the year of our Lord One Thousand nine hundred and **53** and in the one hundred and **seventy-seventh** year of the Independence of the United States of America.

O. FRANK THORNTON,
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY.
MAY 28th, 1953.
O. Frank Thornton
Secretary of State.

Recorded May 28 1953

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

Whereas, S. C. MCKEEKIN. W. H. KENDRICK, H. A. PETIT, J. B. GUESS, JR., J. B. MAHONEY, J. H. EPTING, MAIER TRIEST, A. F. HEINSOHN, W. J. HEADY, J. M. COSTELLO, S. R. MCMASTER, W. J. KEENAN, JR., JOHN C. B. SMITH, AND B. M. EDWARDS

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the **19th.** day of **July**, A. D. 19 **24**.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation **amending Article VII of that part of its Charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Lexington Water Power Company as per printed document attached hereto and made a part hereof,**

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Section 7741 Code of Laws of South Carolina, 1942, and all amendments thereto.

NOW, THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Chapter 153, Code of Laws of South Carolina, 1942, and amendments thereto, and all Acts or parts or Acts me thereto enabling, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

(SEAL)

GIVEN under my hand and the seal of the State at Columbia, this **28th.** day of **May** in the year of our Lord One Thousand nine hundred and **53** and in the one hundred and **seventy-seventh** year of the Independence of the United States of America.

O. FRANK THORNTON,
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY.
MAY 28th. 1953.
O. Frank Thornton
Secretary of State.

Recorded May 28 1953

Department of State

SOUTH CAROLINA

Amendment of Charter

OF

O. FRANK THORNTON, Secretary of State

BOOK 110

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ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

LEXINGTON WATER POWER COMPANY

As Amended

May 28, 1953

DEEDS

ARTICLE VII

The total amount of the authorized capital stock of the Company shall be twenty-seven million three hundred fifty-eight thousand two hundred seventy dollars ($27,358,270), of which $9,261,700 shall be divided into 185,234 shares of the par value of $50 each and $18,096,570 shall be divided into 4,021,460 shares of the par value of $4.50 each. All of the 185,234 shares of $50 par value stock shall be Preferred Stock and all of the 4,021,460 shares of $4.50 par value stock shall be Common Stock.

125,234 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5% Preferred Stock" and 60,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% Cumulative Preferred Stock".

The conditions, preferences, voting powers, restrictions and qualifications of the Preferred Stock and the Common Stock shall be as follows:

(1) The Preferred Stock is senior to the Common Stock and the Common Stock is subject to all rights and preferences of the Preferred Stock as herein set forth.

(2) The Preferred Stock shall be issued in two series, as hereinabove provided, one series to be designated "5% Preferred Stock" and the other series to be designated "4.60% Cumulative Preferred Stock". All shares of Preferred Stock shall have the same preferences, voting powers, restrictions, qualifications and other rights, without distinction between the shares of the two series, except as hereinafter provided.

(3) Before any dividend shall be declared or paid upon or set apart for, or any other distribution shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or other retirement of stock of the Company of any class, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company available for dividends, but only when and as declared by the Board of Directors, dividends as follows:

(i) in the case of the 5% Preferred Stock, at the rate of but not exceeding Two Dollars and Fifty Cents ($2.50) per share per annum

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from July 1, 1943 in respect of shares issued prior to October 1, 1943 and, in respect of shares issued on and after October 1, 1943, from the quarterly dividend payment date which coincides with or next precedes the date of issue thereof, whichever is later, payable on October 1, 1943 and quarterly thereafter as to shares issued prior to such date and payable as to all other shares thereof on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter, and

(ii) in the case of the 4.60% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents ($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter.

Such dividends upon the Preferred Stock shall be cumulative from and after the respective dates specified above, so that if dividends, at the rate of Two Dollars and Fifty Cents ($2.50) per share per annum in the case of the 5% Preferred Stock and at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% Cumulative Preferred Stock, from the date upon which the dividends thereon became cumulative to the end of the then quarterly dividend period, shall not have been paid or declared and a sum sufficient for the payment thereof set apart, then the amount of the deficiency shall be fully paid, but without interest, or dividends upon said shares in such amount shall be declared and a sum sufficient for the payment thereof set apart, before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or retirement of stock of the Company of any class. The holders of the Preferred Stock shall not be entitled to participate in or receive any other or further dividend.

In the event that the assets of the Company available for dividends are insufficient to pay or to justify making provision for the payment of the full quarterly dividend on the Preferred Stock of both series or in the event of arrearages thereon, the Company shall, so long as Preferred Stock of both series is outstanding, make dividend payments

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ratably, to the extent declared, upon all outstanding shares of Preferred Stock of both series in proportion to the amount of the cumulative dividends (including arrears, if any) to which each outstanding share of Preferred Stock of each series is entitled upon the date of such dividend payment.

After the requirements in respect of the dividends upon the Preferred Stock, as hereinbefore set forth, to the end of the then current quarterly dividend period for said stock shall have been met, and subject to the provisions of Section 4(a), the holders of the Common Stock shall be entitled to receive out of the remaining assets of the Company available for dividends such dividends as may from time to time be declared by the Board of Directors, subject, however, so long as any shares of Preferred Stock shall be outstanding, to the following restrictions:

(A) No dividends shall be paid on the Common Stock if after such dividend the aggregate amount of such dividends paid since December 31, 1945, exceeds the sum of the aggregate amount credited to earned surplus subsequent to December 31, 1945, less the aggregate amount charged to earned surplus subsequent to December 31, 1945, otherwise than with respect to any such dividends, provided, however, that no charge shall be made to capital surplus accumulated prior to January 1, 1946 or to earned surplus accumulated prior to January 1, 1946 except that the Company may make charges to earned surplus accumulated prior to January 1, 1946 or to capital surplus accumulated prior to January 1, 1946 (i) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Adjustment or any portion of the Company's other utility plant which may be classified as plant adjustment or plant acquisition adjustment, which write-down or write-off the Company is required to make pursuant to an order of the South Carolina Public Service Commission or of the Federal Power Commission entered in connection with the determination of the "Original Cost", or (ii) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Acquisition Adjustment or Electric Plant Adjustment, which write-down or write-off the Company is required to make pursuant to an order of the Federal Power Commission entered in connection with the determination of the "Actual Legitimate Original Cost" of the properties of the Company, and

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(B) if and so long as the Common Stock Equity, as hereinafter defined, at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty per centum (20%) of Total Capitalization, as defined, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared within the year ending with (and including) the date of such dividend declaration, exceeds fifty per centum (50%) of the Net Income of the Company Available for Dividends on the Common Stock, as defined, for the twelve full calendar months immediately preceding the month in which such dividends are declared, and

(C) if and so long as the Common Stock Equity at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty-five per centum (25%) but not less than twenty per centum (20%) of Total Capitalization, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared subsequent to December 31, 1945, exceeds seventy-five percentum (75%) of Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared, and

(D) at any time when the Common Stock Equity is twenty-five per centum (25%) or more of Total Capitalization, the Company may not pay dividends on shares of the Common Stock which would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization; provided, however, that even though the payment of such dividends would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization, such dividends may be declared to the extent that the same, together with all dividends on Common Stock declared subsequent to December 31, 1945, do not exceed seventy-five per centum (75%) of the Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared.

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In computing the amount available for any dividend, distribution, purchase or acquisition, charges and credits to earned surplus shall be made in accordance with sound accounting practice.

For the purpose of this Section (3) of Article VII:

The word "dividends" when used with reference to the Common Stock shall include dividends or other distributions on or the purchase or other acquisition for value of shares of Common Stock, but shall not include any portion of dividends payable in shares of the Common Stock.

The term "Common Stock Equity" shall mean the sum of the amount of the par or stated value of the issued and outstanding shares of the Common Stock and the surplus (including capital or paid-in surplus) and premium on Common Stock of the Company less the amount known, or estimated if not known, to represent the excess, if any, of recorded value over original cost of used and useful utility plant and other property, and less any items set forth on the asset side of the balance sheet as a result of accounting convention such as unamortized debt discount and expense, capital stock discount and expense, and the excess, if any, of the aggregate amount payable on involuntary dissolution, liquidation or winding up of the Company upon all outstanding shares of Preferred Stock of all series over the aggregate par value of such shares, unless such amount or items so to be deducted in the determination of the Common Stock Equity are being amortized, depreciated, or otherwise disposed of.

The term "Total Capitalization" shall mean the aggregate of the par value of the issued and outstanding shares of stock of all classes of the Company and the surplus (including capital or paid-in surplus) and premium on capital stock of the Company, plus the principal amount of all outstanding debt maturing more than twelve months from the date of the determination of Total Capitalization.

The term "Net Income of the Company Available for Dividends on the Common Stock" shall mean, for any twelve months' period, or for the period from December 31, 1945 to the date as of which such net income is being determined, as the case may be, an amount equal to the sum of the operating revenues and income from investments and other miscellaneous income for such period, less all

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deductions (including accruals) for operating expenses for such period, including maintenance and provision for depreciation or amortization, income and excess profits and other taxes, interest charges, other amortization charges and other income deductions (provided, however, that no deduction shall be made with respect to the appropriation in the amount of $500,000 made in May, 1948 to create a reserve to partly provide for the excess of cost of investment in South Carolina Power Company over its underlying book value at date of acquisition by the Company), all as shall be determined in accordance with sound accounting practice, and less also current and accrued dividends on all outstanding shares of stock of the Company ranking prior to the Common Stock as to dividends or assets. For the purpose of determining Net Income of the Company Available for Dividends on the Common Stock the deduction on account of provision for depreciation on all the property of the Company shall be in the amount therefor shown on the books of the Company but, with respect to property of the Company other than the Company's motor coach transportation property, shall not be less than 15% of the gross operating revenues of the Company derived from the sale of electricity and manufactured or natural gas during such period after deducting from such revenues an amount equal to the aggregate cost of electricity or manufactured or natural gas purchased during such period for the purpose of resale in connection with the operation of the Company's operating property, less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of such operating property.

If at the time when any calculation of Common Stock Equity, Total Capitalization or Net Income of the Company Available for Dividends on the Common Stock is required to be made the Company shall have one or more subsidiaries whose accounts may properly be consolidated with the accounts of the Company, such calculation shall be made for the Company with such subsidiaries on a consolidated basis in accordance with sound accounting practice.

Anything herein contained to the contrary notwithstanding, the rights of the holders of all classes of stock of the Company in respect of dividends shall at all times be subject to the power of the Board of Directors from time to time to set aside such reserves and/or to

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make such other provisions, if any, for working capital and for additions and improvements to fixed properties and equipment as said Board shall deem to be necessary or advisable.

(4) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any reduction of its capital stock resulting in any distribution of its assets to its stockholders, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company, whether from capital, from surplus or from earnings, available for distribution to its stockholders, before any amount shall be paid to the holders of the Common Stock, the sum of Fifty Dollars ($50) per share, plus, in the case of any distribution resulting from a reduction of capital stock or in the event that any such dissolution, liquidation or winding up shall have been voluntary, in the case of the 5% Preferred Stock a premium of Two Dollars and Fifty Cents ($2.50) per share, and in the case of the 4.60% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% Cumulative Preferred Stock determined as provided in Section 5 of this Article, in effect at the time of such voluntary dissolution, liquidation or winding up, and in addition thereto, in all cases, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), and in the case of the 4.60% Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), from the date upon which the dividends thereon became cumulative to the date of the distribution upon such liquidation or dissolution or winding up or reduction, and the holders of the Preferred Stock shall not be entitled to any other or further distribution. If the assets of the Company available for distribution to the holders of the Preferred Stock shall be insufficient to permit the payment in full of the sums payable as aforesaid to the holders of all the outstanding shares of Preferred Stock of both series upon such liquidation or dissolution or winding up or reduction, all such assets of the Company shall be distributed ratably among the holders of all the outstanding shares of Preferred Stock of both series, without preference or priority as between series, in proportion to the

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full preferential amount (including cumulative dividends and premiums, if any) which each such share would be entitled to receive, if such assets were sufficient to permit distribution in full as aforesaid. The redemption by the Company of its Preferred Stock of either series or the purchase of shares of its Preferred Stock of either series or of its Common Stock in any manner permitted by law shall not for the purpose of this Section (4) be regarded as a liquidation, dissolution or winding up of the Company or as a reduction of its capital; *provided* that, except as provided in Section (4)(a) of this Article, the Company shall not, so long as any shares of Preferred Stock remain outstanding, purchase any of its Preferred Stock or Common Stock otherwise than out of earned surplus or net profits of the Company at the time available for payment of dividends on its Common Stock or from the proceeds received within a period of six (6) months prior to such purchase from the sale of stock of any class subordinate to the Preferred Stock both as to dividends and assets. Nothing in this Section (4) contained, however, shall prevent the Company from acquiring its Preferred Stock of either series for retirement by the exchange therefor of any class of stock of the Company which is now or hereafter may be lawfully authorized. A consolidation or merger of the Company with, or into, any other corporation or corporations, or a consolidation or merger of any other corporation or corporations into the Company, or a sale or transfer of substantially all of its assets as an entirety, shall not be regarded as a liquidation, dissolution or winding up of the Company within the meaning of this Section (4). A dividend or distribution to stockholders from net profits or surplus earned after the date of any such reduction of capital stock as does not result in any distribution of assets to holders of its Common Stock, or the purchase or redemption of Preferred Stock of either series or of Common Stock by the application of such net profits or surplus, shall not be deemed to be a distribution resulting from such reduction. After payment in full of the sums hereinabove stated to be payable in respect of the Preferred Stock upon any such liquidation, dissolution, winding up, reduction or other distribution, then the remaining assets of the Company available for distribution to the stockholders shall be distributed ratably among the holders of the Common Stock.

(4)(a) On October 1, 1951 and on October 1 in each year thereafter so long as any of the 4.60% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section

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(3) of this Article, set aside as a Purchase Fund for the 4.60% Cumulative Preferred Stock (herein called the "Purchase Fund") an amount equal to 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding. On or before each such October 1 the Company shall in writing, addressed to all holders of record of the 4.60% Cumulative Preferred Stock, invite tenders of 4.60% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding October 31, in an amount sufficient to exhaust the moneys so set aside in the Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before October 25, in each year. If the par value of the shares of 4.60% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata in proportion to the total number of shares of 4.60% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares of the 4.60% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% Cumulative Preferred Stock to exhaust all of the moneys in the Purchase Fund. Payment for 4.60% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the October 31 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the Purchase Fund, such excess moneys in the Purchase Fund for that year shall be released from the Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the Purchase Fund shall be cumulative, so that if, on October 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the Purchase Fund for the next succeeding

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year until the total aggregate amount which shall have been set aside in such Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(a), shall equal 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since October 1, 1950. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the Purchase Fund. Amounts to satisfy any such deficiency in the Purchase Fund, in whole or in part, may be set aside in the Purchase Fund at any time, for application in the manner aforesaid on the next succeeding October 1; provided however, that if at any time between any October 31 and July 1 of the following year the amount so set aside in the Purchase Fund shall aggregate $30,000 or more, the Company shall immediately invite tenders of 4.60% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall, accept tenders and make payment for 4.60% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the Purchase Fund on October 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the Purchase Fund, such moneys shall likewise be released from the Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys not in the Purchase Fund, and shall not be charged to the Purchase Fund. Shares of 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be cancelled and shall not be reissued.

(5) The Preferred Stock of either series at any time outstanding may be redeemed by the Company, at its election expressed by resolution adopted by its Board of Directors, as a whole at any time or in part from time to time, on not less than thirty (30) nor more than sixty (60) days' prior written notice given as herein provided, at a

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redemption price (which price shall include the amount equal to accrued dividends as hereinafter in this sentence specified) in the case of each share of 5% Preferred Stock to be redeemed, equal to Fifty-two Dollars and Fifty Cents ($52.50) per share and, in the case of the 4.60% Cumulative Preferred Stock to be redeemed, equal to Fifty-two Dollars ($52) per share if the date fixed for redemption is prior to October 15, 1954, Fifty-one Dollars and Fifty Cents ($51.50) per share if such redemption date is thereafter and prior to October 15, 1956, Fifty-one Dollars ($51) per share if such redemption date is thereafter and prior to October 15, 1960, and Fifty Dollars and Fifty Cents ($50.50) per share if such redemption date is thereafter, and, in addition thereto, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest) and, in the case of the 4.60% Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest) from the date from which the dividends thereon became cumulative to the date of redemption. Redemption may be made at any time of either the whole or any part of the shares of either series without redeeming the whole or any part of the shares of the remaining series, provided that if, at any time, the Company shall fail to pay dividends in full on any outstanding shares of either series, or shall be in default in the performance of its obligations under Section(4)(a) of this Article, thereafter and until dividends in full on all such shares shall have been paid, or declared and set apart for payment, for all past dividend periods, and until such default in compliance with the provisions of Section(4)(a) of this Article shall have been remedied, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock otherwise than in accordance with an offer made to all holders of shares of Preferred Stock, except that so long as any such default by the Company under the provisions of Section (4)(a) of this Article shall be continuing, the Company shall not purchase or otherwise acquire for value any shares of Preferred Stock except in accordance with the provisions of said Section (4)(a). In case of the redemption of a part only of any series of Preferred Stock at the time outstanding, the shares of Preferred Stock to be redeemed

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shall be selected by lot, in such manner as the Company may determine, by a bank or trust company selected for that purpose by the Company. Notice of the election of the Company to redeem any of the Preferred Stock shall be given by the Company by mailing a copy of such notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date designated therein as the date for such redemption, to the holders of record on the date of such mailing of the shares of Preferred Stock to be redeemed, addressed to them at their respective addresses appearing on the books of the Company. Such notice shall state that such shares of Preferred Stock will be redeemed at the redemption price aforesaid and on the date specified in such notice, upon the surrender for cancellation, at the place designated in such notice, of the certificates representing such shares of Preferred Stock, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled. On and after the date specified in such notice, each holder of shares of Preferred Stock called for redemption as aforesaid, upon presentation and surrender at the place designated in such notice of the certificates for shares of Preferred Stock held by him, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company), and bearing all necessary transfer tax stamps thereto affixed and cancelled, shall be entitled to receive therefor the redemption price hereinbefore specified. From and after the date of redemption specified in such notice (unless default shall be made by the Company in providing moneys for the payment of the redemption price), all dividends on the shares of Preferred Stock so called for redemption shall cease to accrue and, from and after said date (unless default shall be made by the Company as aforesaid), or, if the Company shall so elect, from and after the date (prior to the date of redemption so specified) on which the Company shall provide the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus of at least $5,000,000, provided that the notice of redemption shall have stated the intention of the Company to deposit such amount on a date in such notice specified, all rights of the holders of the shares so called for redemption as stockholders of the Company, except only the right to

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receive the redemption price then due, shall cease and determine. Subject to the foregoing provisions of this Section (5), the Company may also from time to time repurchase shares of either series of its Preferred Stock at not exceeding the respective redemption prices thereof. All shares of Preferred Stock so redeemed shall be retired and shall not be reissued, but the Company may, nevertheless, from time to time thereafter increase and/or reclassify its capital stock in the manner and to the extent permitted by law and by its charter.

(6) At all elections of directors of the Company, and on all other matters, except on matters in respect of which the laws of the State of South Carolina shall provide that all stockholders shall have the right to vote irrespective of whether such right has been relinquished by any of such stockholders and except as otherwise herein provided, the holders of the Common Stock shall have the exclusive right to vote, *provided, however,* that, if and whenever four (4) quarterly dividends payable on the Preferred Stock shall be unpaid in whole or in part, the holders of the Preferred Stock as a class, all the shares of both series of Preferred Stock then outstanding taken together constituting the class, shall have the exclusive right to vote for and to elect the smallest number of directors which shall constitute a majority of the then authorized number of directors of the Company, and in all matters other than the election of directors, each holder of one or more shares of either series of Preferred Stock shall be entitled to one vote for each such share of stock held by him. In the event of defaults entitling the Preferred Stock to vote as aforesaid, the holders of the Common Stock as a class shall have the exclusive right to vote for and to elect the greatest number of directors which shall constitute a minority of the then authorized number of directors of the Company and in all matters other than the election of directors, each holder of Common Stock shall be entitled to one vote for each share of stock held by him. The voting rights of the holders of the Preferred Stock, however, shall cease when all accumulated and unpaid dividends on their stock shall have been paid in full. The terms of office of all persons who may be directors of the Company, at the time when the right to elect a majority of the directors shall accrue to the holders of the Preferred Stock as herein provided, shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right shall have accrued to the

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holders of Preferred Stock to elect directors, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holder of shares of the Preferred Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders. Any vacancy in the Board of Directors occurring during any period that the Preferred Stock shall have representatives on the Board shall be filled by a majority vote of the remaining directors representing the class of stock theretofore represented by the director causing the vacancy. Upon the termination of such exclusive right of the holders of the Preferred Stock to elect a majority of the directors of the Company, the terms of office of all the directors of the Company shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right of holders of shares of Preferred Stock to elect directors shall have terminated, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holders of shares of Common Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders.

(7) So long as any of the Preferred Stock shall be outstanding, unless provision has been made for the redemption thereof as provided in Section (5) of this Article VII:

(A) The Company shall not, without the affirmative vote or written consent of the holders of at least two-thirds of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class, (in addition to any other vote or consent at the time required by law), (1) create or issue any shares of stock, in addition to the shares which the Company is then authorized to issue, which would rank equally with or prior to the Preferred Stock or authorize any increase of the Preferred Stock now authorized or (2) amend its charter so as to change, alter or repeal the provisions contained herein relating to the preferences,

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voting powers, restrictions and qualifications of either series of Preferred Stock, *provided, however,* that if any such amendment, alteration or repeal would decrease the rights and preferences of outstanding shares of Preferred Stock of one series without proportionately decreasing the rights and preferences of the outstanding shares of the other series, then like consent by the holders of at least two-thirds (⅔) in amount of the Preferred Stock of the former series at the time outstanding shall also be necessary for effecting or validating any such amendment, alteration or repeal, and provided further, that if any such amendment or alteration would increase the authorized number of shares of the 4.60% Cumulative Preferred Stock, then like consent by the holders of at least two-thirds in amount of the 4.60% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration or (3) issue any shares of Preferred Stock in addition to the initial series of 125,234 shares of the 5% Preferred Stock and 60,000 shares of the 4.60% Cumulative Preferred Stock (a) unless for any twelve consecutive calendar months immediately preceding the calendar month within which such additional shares of Preferred Stock shall be issued, the net earnings of the Company available for the payment of interest charges on the Company's indebtedness, determined after provision for depreciation (in an amount not less than the minimum specified in subparagraph (D) of Section (3) above in the Definition of Net Income of the Company Available for Dividends on the Common Stock), amortization of utility plant acquisition adjustment accounts, and all taxes, in accordance with sound accounting practice, shall have been at least one and one-half times the aggregate for a twelve months' period of the interest charges on indebtedness of the Company and the dividend requirements on all shares of Preferred Stock to be outstanding immediately after the proposed issue of such additional shares thereof, provided that there shall be excluded from the foregoing computation interest charges on all indebtedness and dividends on all stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, and also provided that, where such additional shares of Preferred Stock are to be issued in connection with the acquisition of new property, the net earnings of

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the property to be so acquired may be included on a pro forma basis in the foregoing computation, computed on the same basis as the net earnings of the Company, and (b) unless the aggregate of the capital of the Company applicable to the Common Stock and the surplus of the Company shall be not less than the amount payable upon involuntary dissolution to the holders of the Preferred Stock to be outstanding immediately after the proposed issue of such additional Preferred Stock, excluding from the foregoing computation all indebtedness and stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, *provided,* that no portion of the surplus of the Company which shall be used to meet the requirements of this clause (b) shall, after the issue of such additional shares of Preferred Stock and until such additional shares or a like number of other shares of Preferred Stock shall have been retired, be available for dividends or other distribution upon the Common Stock; and

(B) The Company shall not, without the consent of the Preferred and Common Stock at a meeting duly called for the purpose, which consent must be evidenced by (1) a simple majority vote of the total number of shares of Preferred Stock then outstanding, all of said shares being entitled to one vote per share and voting as a single class, (2) a simple majority vote of the total number of shares of Common Stock then outstanding, all of said shares being entitled to one vote per share, and (3) a two-thirds majority vote of the then outstanding Preferred and Common Stock voting as a single class, all outstanding shares of Preferred Stock being entitled to twenty votes per share and all outstanding shares of Common Stock being entitled to one vote per share (in addition to any other vote or consent at the time required by law), consolidate or merge with or into any other corporation or corporations, permit the consolidation or merger of any other corporation or corporations into it, or sell, lease or otherwise transfer all or the greater part of the assets of the Company; *provided, however,* that the Board of Directors of the Company, by resolution, shall have the right at any time without the vote or consent of stockholders of any class, to mortgage or otherwise subject to lien or pledge all

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or any part of the assets of the Company for proper corporate purposes.

(C) The Company, except for the purposes of:

(1) refunding outstanding unsecured indebtedness theretofore issued or assumed by the Company,

(2) redeeming or retiring all outstanding shares of Preferred Stock, or

(3) reimbursing the Company, in whole or in part, for moneys deposited by it to provide for the redemption or retirement of all outstanding shares of one or more series of the Preferred Stock,

shall not, without the consent (given by vote at a meeting duly called for the purpose) of the holders of at least a majority of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class, issue any unsecured notes, debentures or other securities representing unsecured indebtedness, or assume any such unsecured indebtedness, if, immediately after such issue or assumption, as the case may be, the total principal amount of all unsecured notes, debentures or other securities representing unsecured indebtedness issued or assumed by the Company and then outstanding (including unsecured securities then to be issued or assumed) would exceed (a) $8,000,000 or (b) ten per cent. (10%) of the aggregate of the total principal amount of all bonds or other securities representing secured indebtedness issued or assumed by the Company and then outstanding and the capital and surplus of the Company as then stated on the books of account of the Company, whichever amount is greater. Nothing herein contained shall be deemed to require such vote of Preferred Stockholders to enable the Company to make or assume any indebtedness secured by mortgage, pledge or collateral.

(8) No fractional shares of either series of Preferred Stock of the Company shall be issued. In case any holder or any person entitled to become a holder of any stock certificates representing shares of 5% Preferred Stock of the Company shall for any reason desire certificates

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representing less than a full share of said Preferred Stock, the Company shall, upon demand and after reasonable notice and, in the case of a holder, upon the surrender of certificates representing shares of 5% Preferred Stock properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled, issue to such holder, and, in the case of any person entitled to become a holder, issue to such person, Scrip Certificates representing in the aggregate the same number of shares of 5% Preferred Stock as the certificates so surrendered for cancellation represent or the number of shares to which such person shall then be entitled, as the case may be. Such Scrip Certificates may, at the election of the Company, be in bearer form, represent not less than a one-twentieth fractional interest of one share of said 5% Preferred Stock and may by their terms become void at such reasonable time, not less than three (3) years, after the original issuance thereof. Such Scrip Certificates shall entitle the holders to combine and exchange the same for stock certificates representing full shares of 5% Preferred Stock, but, until so combined and exchanged, shall not entitle the holders thereof to receive dividends or to exercise other rights of Preferred Stockholders in respect of such fractional interests. The holders of full share certificates which have been issued in exchange for Scrip Certificates prior to the date for the determination of Preferred Stockholders entitled to receive dividends shall be entitled to receive the dividend payable on the dividend payment date next succeeding such exchange.

(9) The holders of shares of either series of Preferred Stock shall have no right whatever to subscribe for or purchase or to have offered to them for subscription or purchase any additional shares of stock of any class, character or description, or obligations of any kind of the Company convertible into stock of any class of the Company, or to which shall be attached or appertain any warrant or warrants or other instrument or instruments that shall confer upon the holder or holders of such obligations the right to subscribe for, or to purchase or receive from the Company, any shares of capital stock of any class of the Company, whether now or hereafter authorized.

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(10) Except as hereinafter provided no fractional shares of Common Stock of the Company, nor Scrip Certificates therefor, shall be issued. However, as an incident to the Plan of Distribution of Common Stock of this Company by General Public Utilities Corporation, the Company shall, upon demand made by General Public Utilities Corporation or by the Escrow Agent under such Plan of Distribution, and upon the delivery of certificates representing shares of Common Stock of the Company properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled and upon the delivery to the Company by General Public Utilities Corporation or by said Escrow Agent of all distributions received from and after the effective date of such Plan of Distribution on the shares of Common Stock of the Company represented by the certificates for full shares so delivered (said certificates for full shares and distributions thereon to be held by the Company for the benefit of holders of the Scrip Certificates representing fractional interests therein and, so long as said certificates are so held by the Company, the full shares represented by said certificates to be deemed to be outstanding for all purposes except that said shares shall be deemed not to be outstanding for the exercise of any voting powers or for the determination of the number of shares entitled to vote at any meeting of stockholders), deliver to General Public Utilities Corporation or to said Escrow Agent, in exchange for such certificates for full shares, Scrip Certificates representing fractional interests aggregating the same number of shares of Common Stock as the certificates for full shares so delivered represent. Moreover, as an incident to the consolidation of Scrip Certificates for Common Stock of the Company issued under said Plan of Distribution at the request of a holder of Scrip Certificates, representing, in the aggregate, fractional interests in more than one full share of such Common Stock of the Company, the Company shall, upon the surrender of Scrip Certificates representing such excess of fractional interests over one full share of such Common Stock bearing all necessary transfer stamps thereto affixed and cancelled, deliver to such holder Scrip Certificates representing any fractional interest in excess of the largest number of full shares represented by such aggregate of said Scrip Certificates so presented for consolidation. All Scrip Certificates for Common

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Stock of the Company shall be in bearer form, shall be dated as of the effective date of the aforesaid Plan of Distribution and shall represent not less than one one-thousandth fractional interest of one full share of Common Stock. Such Scrip Certificates shall entitle the holders thereof to consolidate and exchange the same at any time prior to November 15, 1951 for certificates for full shares of Common Stock plus a Scrip Certificate for any remaining fractional interest plus any distributions on such full shares from the date of the Scrip Certificates until the close of business on the date prior to the date of consolidation and exchange of such Scrip Certificates for stock certificates for full shares, but, until so consolidated and exchanged, shall not entitle the holders thereof to vote, receive dividends, or exercise other rights of stockholders in respect of such fractional interests. Upon the delivery of certificates for full shares in exchange for and upon consolidation of Scrip Certificates, the holders of certificates for full shares thus delivered shall become entitled to all rights with respect to said full shares as of the date of delivery of said full share certificates. Within 30 days after November 15, 1951 the Company shall sell, or cause to be sold, for cash, any and all full shares of Common Stock held by it for the benefit of holders of outstanding Scrip Certificates, together with all distributions, other than cash, on said full shares. Such sales shall be made at such price, and at such time or times within said 30 day period as the Company shall in its sole discretion deem to be appropriate. The Company shall hold the proceeds of such sale, together with the cash distributions made, on or before November 15, 1951, on said full shares for the proportionate benefit of holders of Scrip Certificates outstanding on November 15, 1951 and shall at any time after November 15, 1951, and prior to November 15, 1952, deliver to the holders of Scrip Certificates outstanding on November 15, 1951, upon surrender to the Company of any such Scrip Certificate, the proportionate part of funds thus held. All Scrip Certificates shall become null and void on November 15, 1952 and the property then held by the Company for the benefit of holders of Scrip Certificates then outstanding shall become the property of the Company.

(11) No shares of Common Stock or of any new class of Common Stock, and no securities convertible into such stock, shall be issued for cash without being offered for subscription pro rata to the holders of the outstanding Common Stock. The term "Common Stock" shall

mean stock of any class (however designated) having the right to exercise ordinary voting powers other than stock having such powers only upon an event of default and shall also mean stock of any class (however designated) entitled to share in the residuum of assets of the Company after the stock of any and all classes entitled to a preference shall have been paid in full, or entitled to participate in the residuum of surplus or profits of the Company after the stock of any and all classes entitled to a preference in the accumulation or payment of dividends shall have been provided for. No holder of Common Stock shall be entitled, as such, as a matter of right, to subscribe for or purchase any new or additional issue of Preferred Stock or of any new class of stock (except Common Stock or any new class of Common Stock) or of any securities convertible into Preferred Stock or into such new class of stock, whether now or hereafter authorized, or whether issued for cash, property or services. Notwithstanding any other provision hereof, the Company may, in any manner permitted by law, issue shares of Common Stock, whether now or hereafter authorized, or of any new class of Common Stock, or securities convertible into such stock, for any consideration other than money, without first offering the same for subscription to the holders of the then outstanding Common Stock, and no holder of Common Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any such stock or convertible securities so to be issued.

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BOOK 110

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Sadie E. Moyer,

Lessor

AND

Faust Stores,

Lessee.

LEASE

James L. Gibbs
Attorney at Law
608 Palmetto Building
Columbia, South Carolina

Copy 22

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

Sadie E. Moyer,
Lessor
AND
Faust Stores,
Lessee.

LEASE

This agreement of lease made this 30th day of July, 1953, between Sadie E. Moyer of Walterboro, South Carolina, Lessor, hereinafter referred to as the Landlord, and Burley L. Faust, Doris F. Elkin, Lucile F. Snyder and Blondell F. Rikard, partners, doing business as Faust Stores, of Columbia, South Carolina, Lessee, hereinafter referred to as the Tenant;

WITNESSETH: That the Landlord has granted and leased, and by these presents does hereby grant and lease unto the Tenant, and the Tenant hereby hires from the Landlord the following described premises, with all the appurtenances thereto belonging:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the eastern side of U. S. Highway #15, formerly #30, approximately 2½ miles north of Walterboro, Colleton County, South Carolina, and being a portion of the property of Sadie E. Moyer delineated on a plat made by Harry M. Fripp, Surveyor, prepared April 9, 1941 and recorded in the office of the Clerk of Court for Colleton County in Plat Book 3, at page 86, the property herein leased being described as follows: beginning at the northwest corner of the property shown on the said plat and running in a southerly direction along the State right-of-way line for a distance of one hundred twenty-five (125') feet; thence turning at an angle and running in an easterly direction parallel to the southern boundary of the property of Sadie E. Moyer as shown on said plat for a distance of sixty-five (65') feet; thence turning at an angle and running in a northerly direction parallel to the western boundary of said property as shown on said plat for a distance of one hundred twenty-five (125') feet to the northern boundary of the property shown on said plat; thence turning at an angle and running in a westerly direction along the northern boundary of the property shown on the said plat to the point of commencement; and being bounded as follows: on the north by property now or formerly of O. I. Blocker, on the east by property now of Sadie E. Moyer, on the south by property now of Sadie E. Moyer and on the west by U. S. Highway #15 whereon the said property fronts; and being a portion of the property heretofore conveyed to Sadie E. Moyer by O. I. Blocker by deed dated June 10, 1941 and recorded in the office of the Clerk of Court for Colleton County in Deed

Recorded August 4th, 1953 at 10 A.M.

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Book 80, at page 278.

The above described property is subject to a right-of-way for Highway purposes heretofore granted in respect to a twenty (20') foot strip running along the western boundary.

TO HAVE AND TO HOLD the said premises unto the said Tenant, its successors, heirs and assigns, for the full term commencing on the date of the execution of this lease, and ending on the 31st day of December, 1953, both dates inclusive, yielding and paying therefor at the rate of twenty ($20.00) dollars per month, payable monthly in advance, said rent to be payable to the Landlord at such place as she shall in writing designate.

It is mutually agreed that the Tenant shall have the option to extend this lease for a further term of one year, to wit, from January 1, 1954 to December 31, 1954, both dates inclusive, provided the Tenant shall give to the Landlord on or before December 15, 1953 a written notice of its election to take such extension at a rental of Thirty ($30.00) dollars per month, provided further, that in the event the Tenant elects to extend this lease for the additional term above stipulated, the Tenant shall have the option to extend the lease for a further term of two years commencing on January 1, 1955 and ending on December 31, 1956 at a rental of Thirty-five ($35.00) dollars per month.

In addition to the foregoing the Tenant and the Landlord do hereby mutually covenant and agree to the following:

1. That the Tenant, its successors, heirs and assigns, for and in consideration of the leasing of the premises, does hereby covenant and agree to pay to the Landlord, her heirs, executors, administrators, successors and assigns the above stipulated rent in the manner herein required.

2. That should the Tenant ever become sixty days in arrears in the payment of rent, the Landlord shall have the right to annul and terminate this lease together with the option to extend, hereinabove granted by the Landlord, by notifying the Tenant in writing within 30 days after any such default.

3. That the Tenant shall have the right to underlet the above described premises, or any portion thereof, subject to all the the terms and provisions of this lease.

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4. That the Tenant shall have the right to make alterations, improvements and additions to the premises, at Tenant's own cost, and all such alterations, improvements and additions shall be and become the property of the Landlord.

5. That the Tenant shall take good care of the premises, and shall at its own cost and expense make all repairs, and at the end or expiration of the term, shall deliver up the leased premises to the Landlord in good order or condition, damages by the elements excepted.

6. That the Landlord will pay all taxes which shall be assessed against the land and buildings during the term of this lease as such taxes shall become due, and if not paid, the Tenant to have the right to pay the same and be reimbursed.

7. That the covenants and agreements herein contained are binding upon the parties hereto, as well as upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Mary M.Smith.

H.Wayne Unger.

W. E.Wetherford.

Paul E. Kannaday.

Sadie E.Moyer. (SEAL)
Sadie E. Moyer, Lessor

FAUST STORES

Burley L.Faust.
Burley L. Faust

Doris F.Elkin
Doris F. Elkin

Lucile F.Snyder.
Lucile F. Snyder

Blondell F.Rikard.
Blondell F. Rikard

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary M.Smith., who, on oath says that he saw the within named Sadie E. Moyer sign, seal and as her act

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and deed, deliver the within lease, and that he with H Wayne Unger.
witnessed the execution thereof.

Sworn to before me this 30th.
day of July 1953., 1953. Mary M.Smith.

H.Wayne Unger. (SEAL)
Notary Public of South Carolina
Seal Affixed.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me W.E.Wetherford., who, on oath says that he saw Burley L. Faust, Doris F. Elkin, Lucile F. Snyder and Blondell F. Rikard, Partners, doing business as Faust Stores, sign, seal and as their act and deed, deliver the within lease, and that he with
Paul D.Kennaday witnessed the execution thereof.

Sworn to before me this 4th.
August, 1953.
day of , 1953. W.E.Weatherford.

Edith H.Pontious.
(SEAL)
Notary Public of South Carolina

Tenant is to be responsible for any breakage of plate glass windos and is to carry insurance covering said casualty

(STAMPS AFFIXED TO ORIGINAL $3.24)

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED IN PRESENCE OF

W. S. Thompson
Thomas Galvin — H. Benjamin (L. S.)

Louise B. Rutherford
As to Blanceh Oleck — (L. S.)
(Blanceh Oleck did not sign above)

STATE OF FLORIDA
COUNTY OF DADE

PERSONALLY appeared before me Thomas Galvin who upon being duly sworn says that he was present and saw the within named Blanche Oleck sign, seal and as her act and deed deliver the above anxd foregoing Lease and that he with Louise B. Rutherford witnessed the execution thereof.

SWORN to before me this
7th day of July 1953. Blanceh Oleck

May N. Kimball
Nptary Public for State of Florida at Large
My commission exires Mar 1956
SEAL AFFIXED

STANDARD FORM LEASE

Blanche Oleck
AND
Benjamin Glamourshop

Premises 65 Washington St

From 1st October 1953
To 30 September 1954

Rent $ 225.00 Per Month

Payable in advance on 1st

PRESS, CHARLESTON, S. C. 65106

Benjamins Glamour Shop
(As to Benjamin Glamor Shop)
STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me W. S. Thompson who upon being duly sworn says that he was present and saw the within named Benjamin Glamour Shop by H. Benjamin partner sign seal and as its act and deexd deliver the above and foregoing Lease and that he with A. E. Judy Jr. witnessed the execution thereof. W. S. Thompson

SWORN to before mt his 1st day of July 1953
A. E. Judy Jr. (N.P.)
N otary Public for South Carolina

Recorded Sept 4th at 3 P. M. 1953

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Tenant is to be responsible for any breakage of plate glass windos and is to carry insurance covering said casualty

(STAMPS AFFIXED TO ORIGINAL $3.24)

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

W. S. Thompson
Thomas Galvin

H. Benjamin (L. S.)

Louise B. Rutherford
As to Blanceh Oleck

(L. S.)

(Blanceh Oleck did not sign above)

STATE OF FLORIDA
COUNTY OF DADE

PERSONALLY appeared before me Thomas Galvin who upon being duly sworn says that he was present and saw the within named Blanche Oleck sign, seal and as her act and deed deliver the above anxd foregoing Lease and that he with Louise B. Rutherford witnessed the execution thereof.

SWORN to before me this
7th day of July 1953.

Blanceh Oleck.

May N. Kimball
Nptary Public for State of Florida at Large
My commission exires Mar 1956
SEAL AFFIXED

STANDARD FORM LEASE

Blanche Oleck
AND
Benjamin Glamour Shop

Premises 65 Washington St

From 1st October 1953
To 30 September 1956

Rent $ 2.25.00 Per Month

Payable in advance on 1st

Benjamins Glamour Shop
(As to Benjamin Glamor Shop)
STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me W. S. Thompson who upon being duly sworn says that he was present and saw the within named Benjamin Glamour Shop by H. Benjamin partner sign seal and as its act and deexd deliver the above and foregoing Lease and that he with A. E. Judy Jr. witnessed the execution thereof.

W. S. Thompson

SWORN to before mt his 1st day of July 1953
A. E. Judy Jr. (N.P.)
N otary Public for South Carolina

Recordedc Sept 4th at 3 P. M. 1953

E 2

DEEDS

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Form No. 900—LEASE—Revised 1921

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this ---- day of June 1953 19

between Blanche Oleck

hereinafter styled the Landlord, and Benjamin Glamour Shop

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord, without artificial heat, light or water that lot and buildings known as NO. 69 Washington Street in the town of Walterboro, County of Colleton State of South Carolina, together with a store room approximately ten by fifteen (10'x15') feet to the rear of No. 65 Washington Street, being the same premises now occupied by Benjamin Glamour Shop

to be used as Mercantile or other business establishment, except sale of mens wear

TO HAVE AND TO HOLD the premises above described for the term of three (3) years

said term to commence on the 1st day of October 1953 19

and to end on the 30th day of September 1956 19, at a rental of

Two hundred twenty five ($225.00) Dollars per month total term rental $8,100.00

said rent to be paid in advance on the 1st day of each and every month during the life of this lease by the Tenant to the Landlord at Fishburne and Company, Walterboro S. C.

State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless ninety (90) days in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND [illegible]

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

Stamps Doc #3.24

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DEPARTMENT OF COMMERCE. CIVIL AERONAUTICS ADMINISTRATION. Washington.

JACKSONVILLE_ RICHMOND. AIRWAY — Airways Beacon.Site No.16 Bennetts Island, South Carolina.

LEASE Between J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter (known as Grace H.Carter) TRUSTEES.
AND
The United States of America.

1.This Lease made and entered into this 1st day of October in the year One Thousand Nine Hundred and Fifty Three by and between J.Ross Hanahan,Jr, W.O.Hanahan, and Maria Grayson Carter, (known as Grace H.Carter) Trustees, whose address is P.O.Box. 865, Charleston South Carolina, for their Heirs, Executors, Administrators Successors and Assigns, hereinafter called the Lessor, and The United States of America, hereinafeer called the GOVERNMENT :
WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows;

2. The Lessor hereby leases to theGovernment the followang Described premises, viz:

Bennetts Point Plantation, Colleton County, South Carolina, commencing at the Southwest Corner of House occupied by Harriett Hodges; thence South 60 degrees West , 250 feet more or less to the Point of Beginning. thence South 90 feet, thence West 90 feet; thence North 90 feet; thence East 90 feet;to the Point of beginning. comprising 8,100 square feet of land, more or less.

And a Right of way for ingress and Egress to and from the Premises, a right of way or rights of way for establishing and maintaining a Pole line or pole lines for extending electric power, telephone and Telephone Typewriter facilities to the Premises, and rights of way for Subsurface power, communication and Water lines to the Premises; all rights of way to be over the said lands and adjoining lands of the Lessor and unless hereinbefore described by metes and Bounds, to be by the most convenient routes.

And the right to establish and maintain beacon lights and other lighting equipment radio, and other facilities for communication and signaling purposes and other facilities and equipment for the guidance and operation of Aircraft.

And the right of grading, conditioning, installing drainage facilities, and Seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishiment and maintenance of air navigation facilities.

3.TO HAVE AND TO HOLD. The said Premises with their appurtenances for the term beginning July 1, 1953, and ending with June 30, 1954.

4 The Government shall not assign this Lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This Lease may at the Option of the Government, be renewed from year to year at a rental of Ten and No/100 Dollars ($ 10.00) per annum and otherwise upon the temms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty Days before this lease or any renewal thereof would otherwife expire; Provided that no renewal thereof shall extend the period of occupancy of the premises beyound the Thirtieth day of June, 1963,

6. The Lessor shall furnish to the Government during the occupancy of said Premises, under the terms of this Lease, as part of the rental consideration the following NOTHING.
7 The Lessor shall not during the term of this Lease erect any structure on the Premises nor use Nor allow use of the said Premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

8. The Government shall have the right during the existenance of this Lease to make Alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said Premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this Lease or within 90 days thereafter.

9. The Government shallpay the Lessor, for the Premises, rent as the following rate. Ten and No/100 ($ 10.00) Dollars per annum,.

Payment shall be made at the end of each Government Fiscal year, June 30th, All rental payments under this Lease will be made in arrears without Submission of Vouchers or invoices.

10. No member ofor Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom. Nothing , however herein containdd shall be construed to extend to any incorporated Company, if the lease be for the general benefit of Such Corporation of Company.

11. It is hereby further agreed that all rental payments under this Lease shall be paid Direct to South Carolina National Bank, Agent for J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter, Trustees and mailed to said Bank at Charleston, S.C.

12. This Lease replaces Lease C2ca-2391,A (old No.C2a-2116) which was executed by J. Ross Hanahan, Jr. W.O.Hanahan, "nd Grace H.Carter under dated of February 27, 1943 and which lease expired by Limitation on June 30, 1953.

24

Form No. 900—LEASE—Revised 1951

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this ---- day of June 1953, 19

between Blanche Oleck

hereinafter styled the Landlord, and Benjamin Glamour Shop

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord, without artificial heat, light or water that lot and buildings known as NO. 69 Washington Street in the town of Walterboro, County of Colleton State of South Carolina, together with a store room approximately ten by fifteen (10'x15') feet to the rear of No, 65 Washington Street, being the same premises now occupied by Benjamin Glamour Shop

to be used as Mercantile or other business establishment, except sale of mens wear

TO HAVE AND TO HOLD the premises above described for the term of three (3) years

said term to commence on the 1st day of October 1953, 19

and to end on the 30th day of September 1956, 19, at a rental of

Two hundred twenty five ($225.00) Dollars per month total term rental $8,100.00

said rent to be paid in advance on the 1st day of each and every month during the life of the lease by the Tenant to the Landlord at Fishburne and Company, Walterboro S. C.

State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless ninety (90) days notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND XXXX

25

DEPARTMENT OF COMMERCE. CIVIL AERONAUTICS ADMINISTRATION. Washington.

JACKSONVILLE_ RICHMOND. AIRWAY — Airways Beacon.Site No.16 Bennetts Island, South Carolina.

LEASE Between J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter (known as Grace H.Carter) TRUSTEES.
AND
The United States of America.

1.This Lease made and entered into this 1st day of October in the year One Thousand Nine Hundred and Fifty Three by and between J.Ross Hanahan,Jr, W.O.Hanahan, and Maria Grayson Carter, (known as Grace H.Carter) Trustees, whose address is P.O.Box. 865, Charleston South Carolina, for their Heirs, Executors, Administrators Successors and Assigns, hereinafter called the Lessor, and The United States of America, hereinafeer called the GOVERNMENT :
WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows;

2. The Lessor hereby leases to theGovernment the followang Described premises, viz:

Bennetts Point Plantation, Colleton County, South Carolina, commencing at the Southwest Corner of House occupied by Harriett Hodges; thence South 60 degrees West , 250 feet more or less to the Point of Beginning. thence South 90 feet, thenee West 90 feet; thence North 90 feet; thence East 90 feet;to the Point of beginning. comprising 8,100 square feet of land, more or less.

And a Right of way for ingress and Egress to and from the Premises, a right of way or righas of way for establishing and maintaining a Pole line or pole lines for extending electric power, telephone and Telephone Typewriter facilities to the Premises, and rights of way for Subsurface power, communication and Water lines to the Premises; all rights of way to be over the said lands and adjoining lands of the Lessor and unless hereinbefore described by metes and Bounds, to be by the most convenient routes.

And the right to establish and maintain beacon lights and other lighting equipment radio, and other facilities for communication and signaling purposes and other facilities and equipment for the guidance and operation of Aircraft.

And the right of grading, conditioning, installing drainage facilities, and Seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishiment and maintenance of air navigation facilities.

3.TO HAVE AND TO HOLD. The said Premises with their appurtenances for the term beginning July 1, 1953, and ending with June 30, 1954.

4 The Government shall not assign this Lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This Lease may at the Option of the Government, be renewed from year to year at a rental of Ten and No/100 Dollars ($ 10.00) per annum and otherwise upon the temms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty Days before this lease or any renewal thereof would otherwise expire; Provided that no renewal thereof shall extend the period of occupancy of the premises beyound the Thirtieth day of June, 1963,

6. The Lessor shall furnish to the Government during the occupancy of said Premises, under the terms of this Lease, as part of the rental consideration the following NOTHING.
7 The Lessor shall not during the term of this Lease erect any structure on the Premises nor use Nor allow use of the said Premises in any manner without the written consent of the Department of Cummerce, Civil Aeronautics Administration.

8. The Government shall have the right during the existenance of this Lease to make Alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said Premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this Lease or within 90 days thereafter.

9. The Government shallpay the Lessor, for the Premises, rent as the following rate. Ten and No/100 ($ 10.00) Dollars per annum,.

Payment shall be made at the end of each Government Fiscal year, June 30th, All rental payments under this Lease will be made in arrears without Submission of Vouchers or invoices.

10. No member ofor Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom. Nothing , however herein containdd shall be construed to extend to any incorporated Company, if the lease be for the general benefit of Such Corporation of Company.

11. It is hereby further agreed that all rental payments under this Lease shall be paid Direct to South Carolina National Bank, Agent for J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter, Trustees and mailed to said Bank at Charleston, S.C.

12. This Lease replaces Lease C2ca-2391,A (old No.C2a-2116) which was executed by J. Ross Hanahan, Jr. W.O.Hanahan, and Grace H.Carter under dated of February 27, 1943 and which lease expired by Limitation on June 30, 1953.

24

Form No. 900—LEASE—Revised 1925

PIETY, STAMFORD, S. C.

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this ---- day of June 1953, 19

between Blanche Oleck

hereinafter styled the Landlord, and Benjamin Glamour Shop

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord, without artificial heat, light or water that lot and buildings known as NO. 69 Washington Street in the town of Walterboro, County of Colleton State of South Carolina, together with a store room approximately ten by fifteen (10'x15') feet to the rear of No. 65 Washington Street, being the same premises now occupied by Benjamin Glamour Shop

to be used as Mercantile or other business establishment, except sale of mens wear

TO HAVE AND TO HOLD the premises above described for the term of three (3) years

said term to commence on the 1st day of October 1953, 19

and to end on the 30th day of September 1956, 19, at a rental of

Two hundred twenty five ($225.00) Dollars per month total term rental $8,100.00

said rent to be paid in advance on the 1st day of each and every month during the life of the lease by the Tenant to the Landlord at Fishburne and Company, Walterboro S. C.

State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless ninety (90) days notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND [illegible]

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

Stamps Doc #3.25

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DEPARTMENT OF COMMERCE. CIVIL AERONAUTICS ADMINISTRATION. Washington.
JACKSONVILLE_ RICHMOND. AIRWAY

Airways Beacon.Site No.16
Bennetts Island, South Carolina.

LEASE Between J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter (known as Grace H.Carter) TRUSTEES.
AND
The United States of America.

1.This Lease made and entered into this 1st day of October in the year One Thousand Nine Hundred and Fifty Three by and between J.Ross Hanahan,Jr, W.O.Hanahan, and Maria Grayson Carter, (known as Grace H.Carter) Trustees, whose address is P.O.Box. 865, Charleston South Carolina, for their Heirs, Executors, Administrators Successors and Assigns, hereinafter called the Lessor, and The United States of America, hereinafeer called the GOVERNMENT :
WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows;

2. The Lessor hereby leases to theGovernment the followang Described premises, viz:

Bennetts Point Plantation, Colleton County, South Carolina, commencing at the Southwest Corner of House occupied by Harriett Hodges; thence South 60 degrees West , 250 feet more or less to the Point of Beginning. thence South 90 feet, thenee West 90 feet; thence North 90 feet; thence East 90 feet;to the Point of beginning. comprising 8,100 square feet of land, more or less.

And a Right of way for ingress and Egress to and from the Premises, a right of way or rights of way for establishing and maintaining a Pole line or pole lines for extending electric power, telephone and Telephone Typewriter facilities to the Premises, and rights of way for Subsurface power, communication and Water lines to the Premises; all rights of way to be over the said lands and adjoining lands of the Lessor and unless hereinbefore described by metes and Bounds, to be by the most convenient routes.

And the right to establish and maintain beacon lights and other lighting equipment radio, and other facilities for communication and signaling purposes and other facilities and equipment for the guidance and operation of Aircraft.

And the right of grading, conditioning, installing drainage facilities, and Seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities.

3.TO HAVE AND TO HOLD. The said Premises with their appurtenances for the term beginning July 1, 1953, and ending with June 30, 1954.

4 The Government shall not assign this Lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This Lease may at the Option of the Government, be renewed from year to year at a rental of Ten and No/100 Dollars ($ 10.00) per annum and otherwise upon the temms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty Days before this lease or any renewal thereof would otherwise expire; Provided that no renewal thereof shall extend the period of occupancy of the premises beyound the Thirtieth day of June, 1963,

6. The Lessor shall furnish to the Government during the occupancy of said Premises, under the terms of this Lease, as part of the rental consideration the following NOTHING.
7 The Lessor shall not during the term of this Lease erect any structure on the Premises nor use Nor allow use of the said Premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

8. The Government shall have the right during the existenance of this Lease to make Alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said Premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this Lease or within 90 days thereafter.

9. The Government shallpay the Lessor, for the Premises, rent as the following rate. Ten and No/100 ($ 10.00) Dollars per annum,.

Payment shall be made at the end of each Government Fiscal year, June 30th, All rental payments under this Lease will be made in arrears without Submission of Vouchers or invoices.

10. No member ofor Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom. Nothing , however herein contained shall be construed to extend to any incorporated Company, if the lease be for the general benefit of Such Corporation of Company.

11. It is hereby further agreed that all rental payments under this Lease shall be paid Direct to South Carolina National Bank, Agent for J.Ross Hanahan Jr. W.O.Hanahan, and Maria Grayson Carter, Trustees and mailed to said Bank at Charleston, S.C.

12. This Lease replaces Lease C2ca-2391,A (old No.C2a-2116) which was executed by J. Ross Hanahan, Jr. W.O.Hanahan, and Grace H.Carter under dated of February 27, 1943 and which lease expired by Limitation on June 30, 1953.

13. The last paragraph on Page 1 beginning with Together With, and ending with Aircraft Thereon, was deleted, and this Paragraph as well as Paragraph 11 and 12 above and the Re-Negotiation Clause, were inserted , all prior to signature of any of the Parties to this Lease.

IN WITNESS WHEREOF. The parties hereto hage hereunto Subscribed their names andof the Date first above written.

J.Ross Hanahan. Jr. Trustee.
W.O.Hanahan. Trustee.
Grace H.Carter. Trustee.
Lessor.

As the holder of a Mortgage dated _____ againt the abbve described premises, the undersigned hereby consents to the foregoing lease and agrees that if while the lease is in force the Mortgage is Boreclosed, the Foreclosure shall not void, this lease.
NONE. mortgagee.

The United States of America.
BY: R.E.Preusser. Realty officer, Procurement Branch Civil Aeronautics Administration , Second Region, Fort Worth Texas.

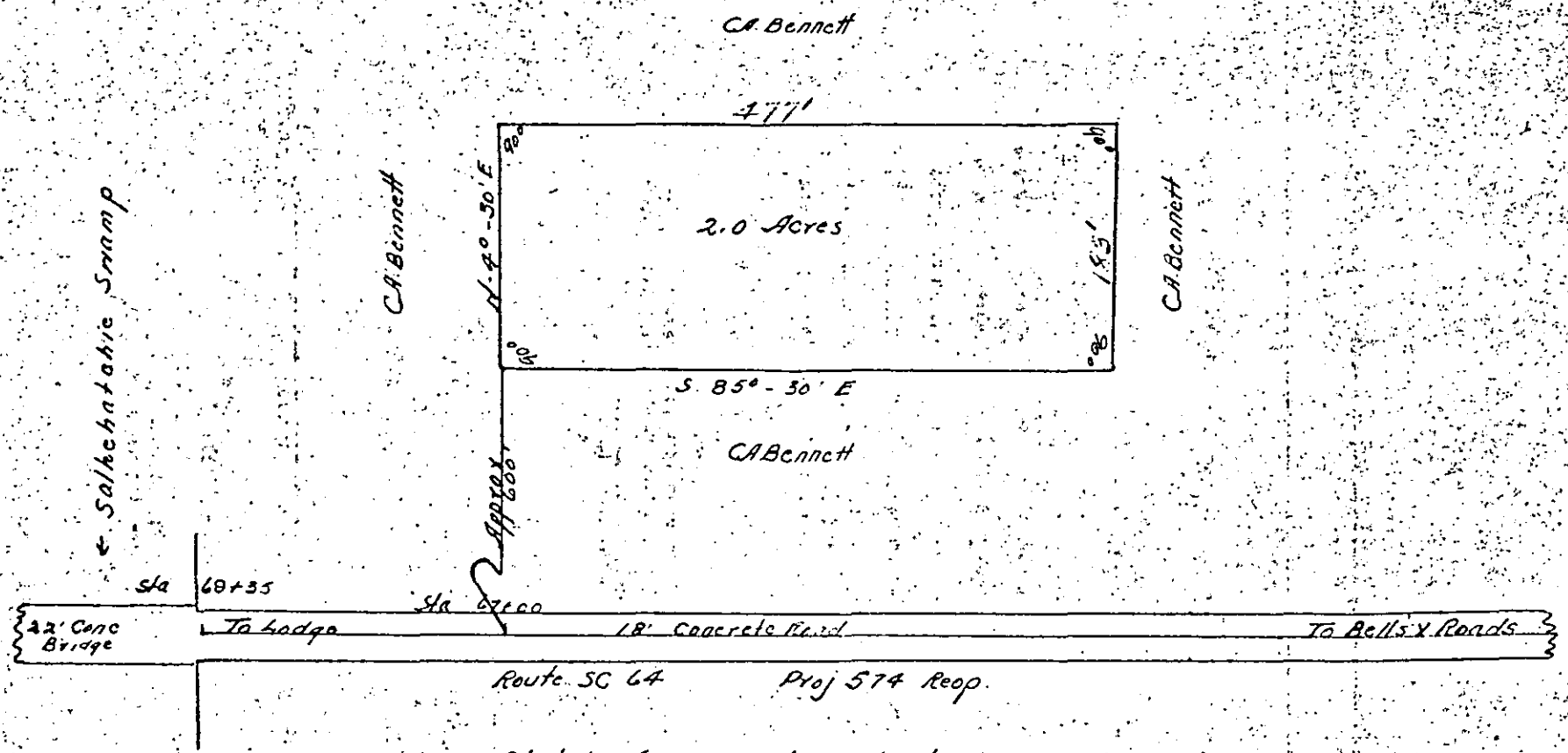
STATE OFSOUTH CAROLINA.
COUNTY OF CHARLESTON

PERSONALLY appeared before me Joseph S.Hanahan, a Notary Public fn and For the said State and County, J.Ross Hanahan Jr, W.O.Hanahan, and Grace H.Carter, whose named are signed to the foregoing Instrument and who are known to me and who acknowledge before me nn this day that being informed of the contents of the said Instrument, they executed the same voluntarily on the date that same bears date.
This the 1st day of October, 1953. Joseph S.Hanahan. Notary Public
My commission expires at Pleasure of Governor. Seal Affixed.

Recorded October 15th, 1953 at 9 A.M

BOOK 110

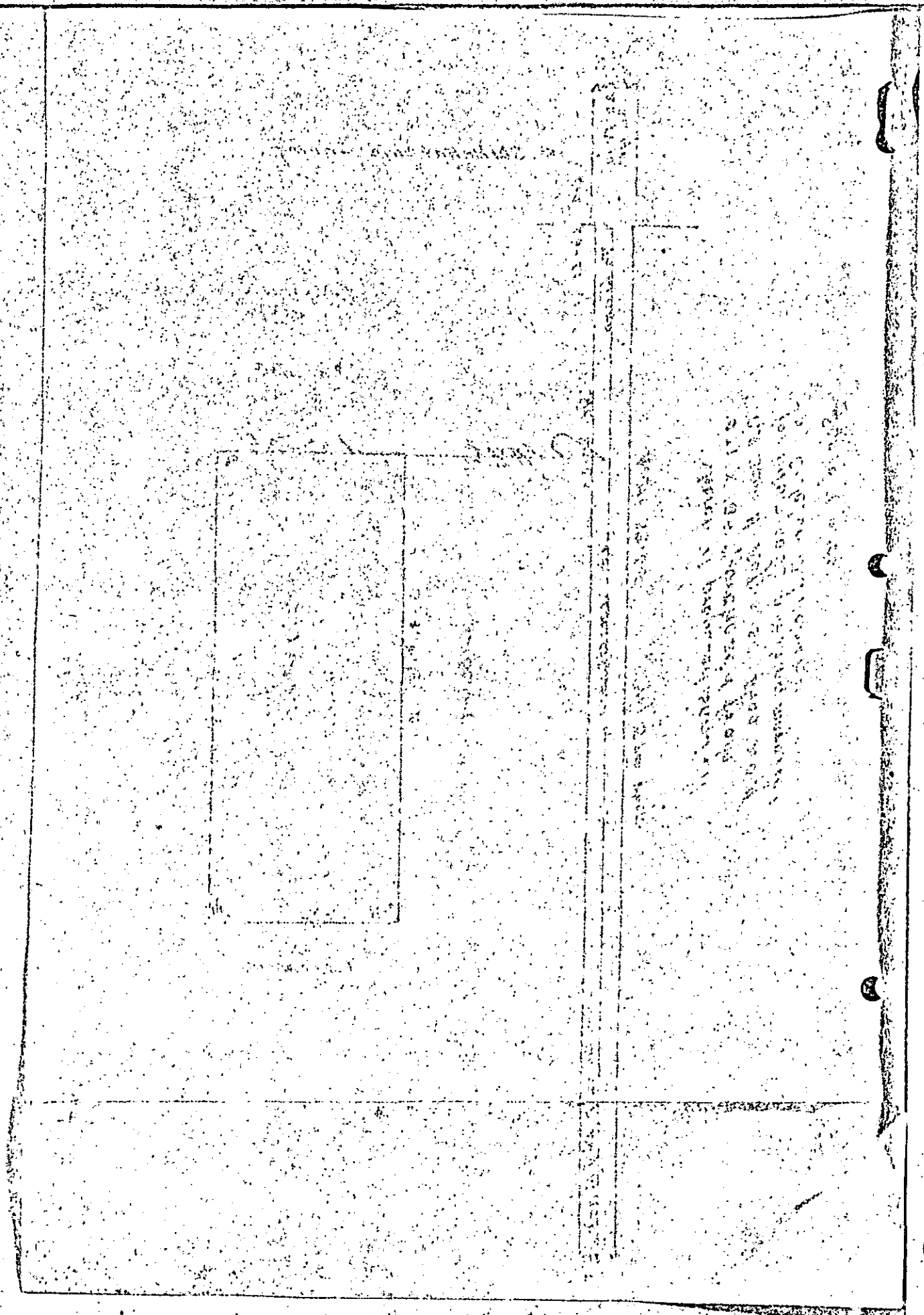
27A



Sketch of proposed sand pit
477' x 183' purchased from
C.A. Bennett. Ruffin, SC. Area 2.0 A.
for bituminous patching material
by Colleton Maintenance

Scale 1" = 100'

DEEDS



27B

SOUTH CAROLINA
STATE HIGHWAY DEPARTMENT
COLUMBIA

August 13, 1953

MEMORANDUM TO: Clerk of Court Colleton County

Docket No. Maintenance

Project No. - - -

Route No. 64

Road No. - - -

Description: MATERIAL PIT

Pit Located: Approx. 600' north or right of Station 67+00 on Route 64 at Salkchatchie Swamp.

There is attached a list of the property owners and rights of way secured on the material pit and docket given above. This bound copy is for filing in your office.

Plans are furnished for your filing which indicate the ownership and width of right of way for this road. These data are being furnished you for your records in accordance with ACT 329, ACTS OF 1951, EFFECTIVE JULY 1, 1951.

Right of Way Engineer

MATERIAL PIT

27C.

Maintenance - Route 64 - Colleton County

Pit Located: Approx. 600' north or right of Station 67+00 on Route 64 at Salkchatchie Swamp

MATERIAL PIT

Bennett, C. A. Special Deed 7-15-53
Pit Located: Approx. 600' north or Rt. of Sta. 67+00 on Rt. 64 at Salkchatchie Swamp.

Form 3045 - Special Deed)
)
THE STATE OF SOUTH CAROLINA)
) DEED
COUNTY OF COLLETON - MAINTENANCE)
)
ROUTE NO. SC 64)

KNOW ALL MEN BY THESE PRESENTS, THAT I, C. A. Bennett in consideration of the sum of Three Hundred ($300.00) Dollars in hand paid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release unto the said South Carolina State Highway Department, its successors and assigns, the right to remove material from or deposit material on the tract of land, hereinafter described, and the right and right of way where necessary for the transportation of men, machinery, materials and animals between this tract of land the the highway. The lands to be used by the State Highway Department will consist of Two acres, more or less, being located and bounded as follows: Approximately 600 ft. north of Survey Sta. 67+00, Route SC - 64 (Proj. 574-A, Reop). In partially cleared area and bounded on all sides by other lands of C. A. Bennett. To be excavated to an approximate depth of four (4) feet

TO HAVE AND TO HOLD, all and singular, the rights hereinbefore granted unto the said South Carolina State Highway Department, its successors and assigns, until July 15, 1958.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July in the year of our Lord, One Thousand Nine Hundred and Fifty-three.

Signed, sealed, and delivered in the presence of:

/s/ C. C. Chewning /s/ C. A. Bennett
/s/ W. F. Fripp

Recorded in the office of the Clerk of Court, Colleton County, S. C. this 27th day of July, 1953 and recorded in Book 112, Page 330

A. B. Crosby
Clerk of Court, Colleton Co., S. C.

27 ~~59~~

Ivey G.Kinsey to Woodrow Cox.

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.

L E A S E.

THIS AGREEMENT BEtween Ivey G.Kinsey, the Lessor and Woodrow Cox the Lessee, Witnesseth; That the Lessor agrees to Lease to the Lessee the Tracts of land situated in said County and Described as follows;
ALL That certain Piece, parcel or Tract of land, Situate lying and being about four and One half (4½) miles North of Smoaks, S.C. in Warren Township, Colleton County, S.C. containing Six and Three tenths (6.3) Acres, more or less and Bounded as follows; On theNorth by lands of George Proveaux; on the East by lands of Eugene Vaughn; on the South by lands of Lillian Proveaux and on the West by lands of Vallie Sandifer.
ALSO:
All that Certain Piece, parcel or Tract of land, Situate, lying and being about four and One half (4½) miles North of Smoaks, S.C, in Warren Township, Colleton County, S.C. containing Thirty One (31) Acres, more or less and Bounded as follows; On the North by lands of Vallie Sandifer; on the East by lands of Lillian Proveaux; on the South by lands of Eugene Vaughn; and on the West by Buckhead Swamp.

TO HOLD THE Same to the lessee from the First day of January, A.D 1953, to the 31st day of December A. D 1957.

And the Lessee on his part agrees to pay to the Lessor, as rent for the same One Hundred ($ 100.00) Dolars per year, which shall become due, payable and Delivered on or before the 15th day of October in each and every year during the life of this lease.

AND it is agreed that to secure payment of said Rent, the Lessor shall have the Agricultural lien on the Crop produced on said Land During the year, and all remedits to efforce the same as provided by law.

The Lessee agrees to take good care of the Premises, and to deliver possession of same at the Expiration of the lease, without further Notice.

IT IS Expressly understood and agreed by the parties hereto that the Lessor sells to the Lessee an option to purchase the premises at any time during the term of this Lease, for the Sum of One Thousand Three Hundred ($ 1300.00) Dollars, which amount shall be paid in cash and payable within thirty (30) Days after the Lessee gives notice to the Lessor of his election to exercise the Option.

It is expressly agreed between the parties that the Lease cannot be assigned or the premises sublet, by Lessee except upon the written Consent of Lessor.

IT IS FURTHER Agreed that in the event Lessee does not exercise the Option to Purchase the Property that he will be paid the cost of any Barns or permanent improvements placed on the Premises not to exceed the sum of Two Hundred Fifty ($ 250.00) Dollars for all Improvements.

THIS Agreement to bind the parties their Heirs, Executors, Administrators, or Assigns.

WITNESS OUR Hands and Seals this _____ day of December , A.D 1952
IN THE PRESENCE OF:

T.C.Hilton
T.E.Weve.

Ivey G.Kinsey. (L.S.)
Woodrow Cox. (SEAL.)

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON

PERSONALLY appeared before me T.C.Hilton and made oath that he saw the within named Ivey G.Kinsey, and Woodrow Cox, sign, seal and as their act and Deed deliver the within Written Agreement, and that he with T.E.Weave, witnessed the Execution thereof.

SWORN to before me this 2nd day of December A. D 1952.

(L.S.) T.E.Weve.
Notary Public for South Carolina.

T.C.Hilton.

S.C.Stamps affixed .8 Cents.

Recorded January 14th, 1953 at 10 A.M

28

~~526~~

Vallie Sandifer to Woodrow Cox.

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON. The Lessor

L E A S E.

THIS AGREEMENT Between Vallie Sandifer, and Woodrow Cox. the Lessee, Witnesseth; That the Lessor agrees to Lease to the Lessee the Tract of land situatd in said County and Described as follows;

All that Certain Piece, parcel or Tractof land, situate lying and being about 4½ Miles North of Smoaks, S.C. in Warren Township. Colleton County, S.C, Containing Twenty Seven Acres (27) more or less, and Bounded as follows; On the North by lands of Willie Woodard; on the East by lands of Ivey Kinsey; on the South by lands of Ivey Kinsey and on the West by Buckhead Swamp.

TO HOLD THE Same to the Lessee from the first day of January, A.D 1953 to the 31st day of December A. D 1957.

And the Lessee on his part, agrees to pay to the Lessor as rent for the same Forty ($ 40.00) Dollars per year which shall become due, payable and deliverable on or before the 15th day of October in each and every year during the life of this lease.

AND it is agreed, that to secure payment of said Rent, the Lessor shall have the agricultural lien on the Crops produced on said land during the year, and all remedies to enforce the same as provided by law.

The Lessee agrees to take good care of the Premises, and to deliver possession of same at the expiration of the Lease without further notice,

It is expressly understood and Agreed by the parties hereto that the Lessor sells to the Lessee an option to purchase the Premises at any time during the term of this lease, for the sum of Four Hundred Fifty ($ 450.00) Dollars which amount shall be paid in Cash and be payable within Thirty (30) Days after the Lessee gives notice to the Lessor of his election to Exercise the option.

IT IS Expressly agreed between the parties that the Lease cannot be assigned or the premises sublet by Lessee except upon the written Consent of Lessor.

THIS Agreement to bind the parties their heirs, Executors, Administrators or Assigns.

WITNESS OUR HANDS AND Seals this 2nd day of December, A. D 1952.

IN THE PRESENCE OF: Vallie Sandifer. (SEAL.)

B.M.Garris. Woodrow Cox. (SEAL.)
W.R.Fill.

STATE OF SOUTH CAROLINA.
COUNTY OF ORANGEBURG.

PERSONALLY appeared before me B.M.Garris, and made oath that he saw the within named Vallie Sandifer, and Woodrox Cox, sign, seal and as their Act and Deed deliver the within Written Agreement and that he with W.R.Fill, witnessed the Execution thereof.

SWORN to beforeme this 2 day of December, A. D1952.

(L.S.) W.R.Fill.
Judge of Probate for Orangeburg County B.M.Garris.
South Carolina.

S.C.Stamps affixed. $. 20 cents.

Recorded January 14th, 1954 at 10 A.M.

TO WHOM IT MAY CONCERN:

This is to advise that I have leased to Frank McDonald my farm in Ruffin Township, for a period of 2 Two years from this date 1/25/54

Renford Crosby

Witness:

J. B. Rhodes

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me J. B. Rhode and made oath that he saw the within named Renford Crosby sign seal and as his act and deed deliver the within written instrument and subscribed his name as a witness thereto.

J. B. Rhode

SWORN to before me this
25th day of January 1954/

Edith H. Pontious.
Notary Public for South Carolina . Recorded January 25th 1954

55430

L E A S E

THIS LEASE entered into this April 16 day of 19 52, by and between AMERICAN PUMPS, INC., an Ohio Corporation, having its principal place of business at Cincinnati, Ohio, hereinafter called "Lessor", and Hewitt Oil Co., a Corporation, having principal place of business at Charleston, S.C. hereinafter called "Lessee", witnesseth:

Lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Lessee, does hereby grant and lease unto said Lessee the following equipment: -

50 (Fifty) Gasoline Pumps (American Cut 907) Serial Numbers E11153; E11154; E11155; E11156; E11157; E11158; E11159; E11160; E11161; E11162; E11163; E11164; E11165; E11166; E11167; E11168; E11169; E11170; E11171; E11172; E11173; E11174; E11175; E11176; E11177; E11178; E11179; E11180; E11181; E11182; E11183; E11184; E11185; E11186; E11187; E11188; E11189; E11190; E11191; E11192; E11193; E11194; E11195; E11196; E11197; E11198; E11199; E11200; E11201; E11202.

6 (Six) Air Compressors (Westinghouse Model No. 13YCH-3) Serial Numbers CM100; CM101; CM102; CM103; CM104; CM105.

4 (Four) Hydraulic Passenger Car Lifts (Joyce Cridland Model 10-ARL) Serial Numbers LF100; LF101; LF102; LF103.

1 (One) Hydraulic Passenger Car Lift (Joyce Cridland Model 10-BRL) Serial Number LF104.

for a term of ten (10) years, beginning May 1, 1952 and ending April 30, 1962, said equipment to be installed at the various gas service stations of Lessee situated in Charleston, Berkeley, Dorchester, Georgetown, Horry, Florence, Williamsburg, Colleton, Beaufort, Bamberg, Hampton, Orangeburg, Aiken, Lexington, Richland, Sumter and Clarendon Counties, State of South Carolina.

The terms and conditions of the Lease are as follows:

1. During the full term of this Lease, Lessee shall pay $ [illegible] on the first day of each calendar month, commencing as rent for said equipment, and shall make such monthly payments to The Fifth Third Union Trust Company, at the Walnut Streets, Cincinnati 2, Ohio, in accordance with the assignment of Rents on the reverse hereof.

2. During the full term of this Lease, said equipment shall remain in aforesaid counties, [illegible], and shall be used in a careful, safe and proper manner.

3. During the full term of this Lease, Lessee shall insure said equipment against all hazards, in Companies and in an amount satisfactory to Lessor, with a loss payable clause to Lessor and Bank. The policies for said insurance shall be deposited with Bank, and, in the event Lessee fails to so insure said equipment, Lessor may insure the same at the expense of Lessee, and all sums so expended by Lessor shall immediately be paid by Lessee.

4. Lessee, at its own expense, shall keep said equipment in good working order and shall make all necessary repairs.

5. Failure of the Lessee to make any of the aforesaid monthly payments of rent to Bank and/or to keep or perform any of the other terms and conditions of this Lease, shall give Lessor the right to repossess any and all of said equipment without court order, for which purpose an easement over Lessee's premises hereby is granted to Lessor. Such repossession shall be without prejudice to the right of the Lessor to recover from Lessee all rent due up to the time of such repossession and to recover damages for the breach of the terms and conditions of this Lease. In case of any such default and repossession by Lessor, said Lessor shall use reasonable efforts to relet said equipment for the remainder of the original term of this Lease, for the highest rent obtainable, and may recover from Lessee any deficiency between the amount so obtained and the rent hereinbefore set forth; or, if Lessor, after the use of reasonable efforts, is unable to relet said equipment, Lessee will be liable for the rent until the end of the original term of this Lease.

6. At any time during the term of the within Lease, Lessee may purchase the aforementioned equipment for the sum of $29,352.00, less such sums as have been paid as rent hereunder. Such option may be exercised by giving Lessor thirty (30) days notice of such intention.

7. This Lease is subject to a chattel mortgage from Lessee to said Lessor to Bank, said chattel mortgage covering all of the aforesaid equipment and securing Lessor's indebtedness to Bank in the amount of $ said indebtedness being evidenced by the promissory note of said Lessor to Bank.

8. This Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

9. IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed in duplicate this 8th day of April, 1957.

AMERICAN FUELS, INC.

In the presence of:

By _____
Charles Schmidt, Secretary-Treasurer.
Lessor

_____ As to Lessor

_____ As to Lessee

_____
Lessee

STATEMENT OF CLAIM

STATE OF OHIO)
COUNTY OF HAMILTON) SS.

The undersigned makes solemn oath and says that he is Agent of the within named Seller, that the said Seller has a valid claim against the within-named Purchaser amounting to $29,352.00 00/100 Dollars; that said claim is just and unpaid, and that the foregoing conditional sales contract is given to secure the same.

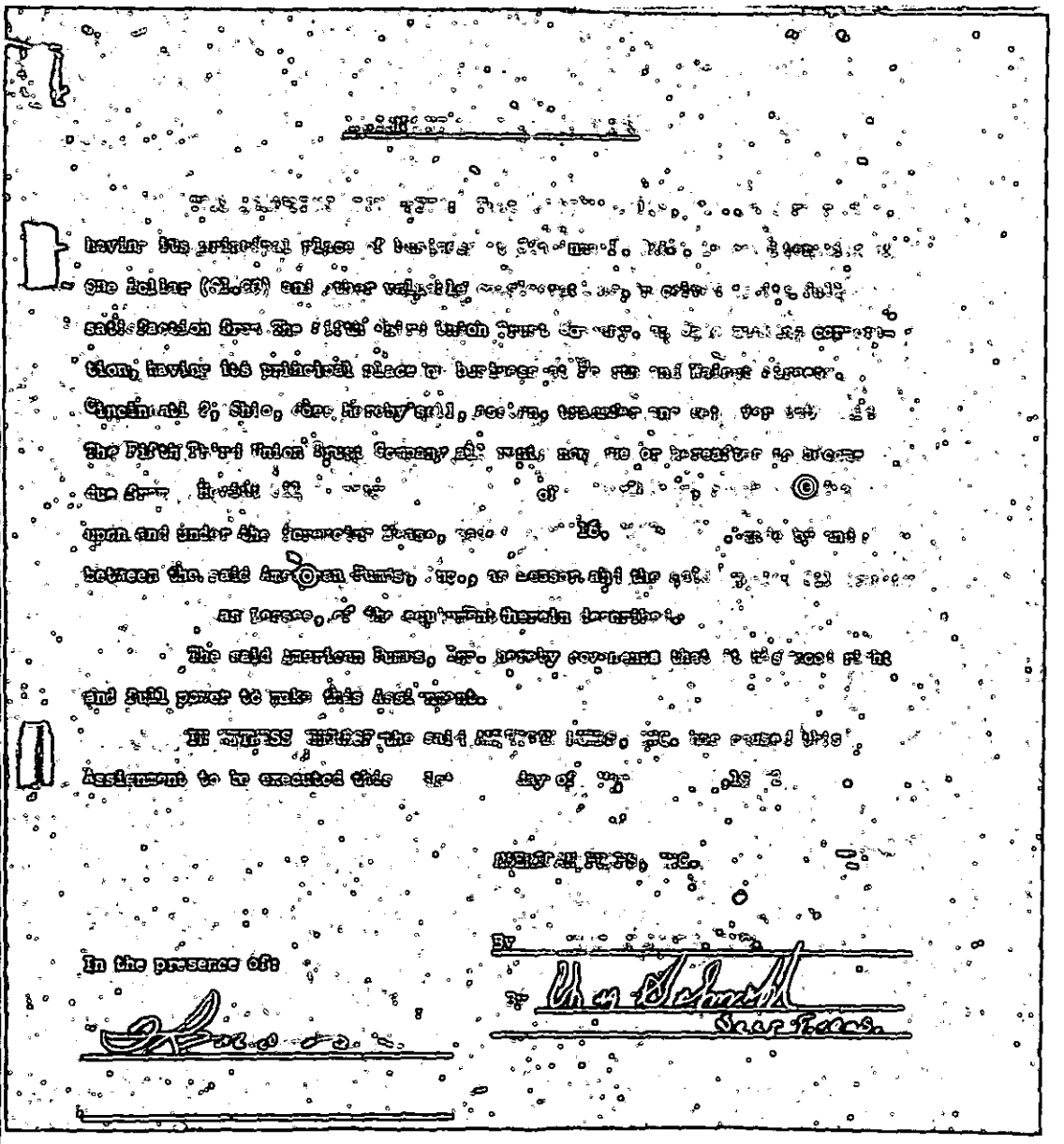
_____

Sworn to and subscribed before me a Notary Public in and for said county, this 8th day of April 1957.

_____

JACK T. BURKE
Notary Public, Hamilton County, Ohio
My Commission Expires Jan. 29, 1958

3/5



State of Ohio)
County of Hamilton) SS.

R. E. Schlegel Being first duly sworn deposes and says that he is President of American Pumps Inc., an Ohio Corporation and that the foregoing is a true and correct copy of a lease entered into between the American Pumps Inc. and Hewitt Oil Company dated April 29, 1952, and the Assignment of Rents thereof to The Fifth Third Union Trust Company, Cincinnati, Ohio, dated May 1, 1952.

R. E. Schlegel

Subscribed and sworn to before me this First day of May, 1952.

Notary Public

5

31 C.

DEEDS

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Form 271-B 8/53 (IMPROVED SERVICE STATION)

AMOCO

33

THIS LEASE, made this 13th. day of September. in the year one thousand nine hundred and Fifty Four. between W.P.Morris, his Wife, Catherine M.Morris.

hereinafter referred to as "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "LESSEE";

1. WITNESSETH: that LESSOR, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto LESSEE, its successors and assigns, the property situate, lying and being in The City of Walterboro County of Colleton, State of South Carolina, and more particularly described as follows:—

Beginning at the Point of Intersection of the Northerly right of Way line of S.C. Highway No. 63 and No. 64 and the Easterly right of way line of Frances Street and Running thence with said Right of Way line of Francis Street in a Northerly Direction a distance of Fifty (-50) Feet to a Point; thence with the Southern margin of E.R.Bryans property in an Easterly Direction a distance of Fifty (50) Feet to a Point; thence with the Westerly margin of E.R.Bryans Property in a Southerly Direction a distance of Fifty (50) Feet to a Point in the Northerly right of way line of S.C. Highway No. 63 and No. 64; thence in a Westerly direction with said Right of Way line of S.C.Highway No. 63 and No.64 a distance of Fifty (50) Feet to the Point of Beginning and being Lots Nos. 1 and 2 as conveyed by Florine Barnes to W.P.Morris, by Deed Dated May 1 , 1954, and Recorded in the office ofthe Clerk of Court for Colleton County South Carolina, in Deed Book No. 114, at page 220.

(The property above described being shown outlined in red on the attached blueprint).

2. TOGETHER WITH all buildings and improvements thereon, including the equipment of LESSOR listed under Schedule "A" hereto annexed, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

3. TO HAVE AND TO HOLD the aforesaid premises unto LESSEE, its successors, assigns and sublessees, subject to the provisions of this lease for the term of Five Years. beginning on the First. day of November 1954, and ending on the 31st. day of October, 1959.

4. The said LESSEE, its successors or assigns, yielding and paying unto the said LESSOR as rental a sum payable on the Fifteenth day of each month, equivalent to One and one Quarter (1¼) cents per gallon on each gallon of Lessees brands of Gasoline and/or motor fuel sold, during the preceding calendar month from said premises by Lessee, its Agents or Assigns, to the consuming trade.

it being understood and agreed, however, that said rent hereunder shall not begin until LESSEE shall have been given actual possession of the demised premises as hereinafter provided. LESSEE may apply all or any part of the rentals accruing under this lease to the payment of any sum or sums owing or that may become owing by LESSOR to LESSEE at any time during the continuance of this lease.

AND THE PARTIES HERETO do further covenant and agree together as follows:

5. LESSEE shall have the following options to renew and extend this lease at the rental hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five. years next succeeding the term of this lease, at a rental during such renewal term of at the same rental as stipulated for the Original Term hereof.

(b) A further option to renew and extend this lease for a further term of None. years next succeeding the expiration of the first renewal period above mentioned, at a rental during such second renewal term of

(c) A further option to renew and extend this lease for a further term of years next succeeding the expiration of the second renewal period above mentioned, at a rental during such third renewal term of

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions and provisions of this lease shall remain in full force and effect; it being further understood and agreed that in the event LESSEE shall elect to exercise said options of renewal or any thereof it shall do so by written notice thereof to LESSOR not less than thirty (30) days prior to the expiration of the then current term and the sending of such renewal notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

Recorded November 18th, 1954, at 4 P.M

6. (a) LESSEE is hereby granted the right and option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements which LESSOR may erect upon the demised premises) at any time during the term of this lease, or any renewal period, at and for the price of No purchase option is given. Dollars ($) payable in cash or by certified check, in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If the LESSOR, at any time after the execution of this lease and prior to the expiration of the term and any renewal or extension thereof, receives a bona fide offer to purchase the demised premises which offer the LESSOR desires to accept, or should LESSOR during any such time make any offer to sell the demised premises, LESSOR agrees to give LESSEE thirty (30) days' notice in writing of such bona fide offer, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. The LESSEE shall have the first option to purchase the demised premises within the above-mentioned thirty (30) day period at the same price and on the same terms of any such bona fide offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the aforesaid period and regardless of whether or not the said premises are sold pursuant to the bona fide offer set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the said premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title, during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under either (a) or (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise either of said purchase options, LESSOR covenants and agrees, upon payment of the purchase price as aforesaid, to convey the said property to LESSEE, its successors and assigns, by a good and marketable record title in fee simple, with covenants of general or special warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a responsible title guarantee company at such company's regular rates; taxes, water rent and other current expenses, and rental hereunder, to be adjusted as of date of settlement.

7. LESSOR covenants and agrees to deliver actual possession of the demised premises unto LESSEE, free of possession or the right of possession by all other persons, firms or corporations, upon the beginning date hereof.

8. LESSEE is hereby granted the right to erect and/or install such additional buildings, improvements and equipment upon the demised premises as it may, in its absolute judgment, deem desirable for conducting a gasoline filling and service station and/or other business thereon; it being understood and agreed that all buildings, improvements and equipment heretofore or hereafter erected and/or installed upon the demised premises by LESSEE, or acquired by LESSEE from any predecessor in title, shall always remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom any such property without liability on LESSEE'S part for rent or as a holdover during such thirty (30) day period.

9. In the event the licenses, permits or franchises, or any of them, for maintaining and conducting a gasoline filling and service station upon the demised premises shall be revoked by City, County, State or other duly constituted authority, at any time during the term hereof, or any renewal period, or should any restrictions or conditions be imposed upon the operation, maintenance or conduct of said gasoline filling and service station, which in LESSEE'S absolute judgment may be unduly burdensome, or if, for any reason, LESSEE, its successors, assigns or sublessees shall be prevented from conducting its gasoline filling and service station upon the demised premises, then LESSEE shall have the right, at its option, to terminate this lease.

10. LESSOR shall, during the term of this lease and any renewal periods, pay all taxes and assessments of every nature, upon the demised premises, including all buildings and improvements of LESSOR thereon. In the event that the LESSOR fails to pay any of the aforesaid taxes and assessments or any payments required to be made under the terms of any mortgages affecting the premises, LESSEE may, at its option, make any such payments for the account of the LESSOR and charge the same with interest at six per cent per annum against the rental payable by LESSEE hereunder or may require LESSOR to reimburse LESSEE therefor in whole or in part. LESSEE shall pay all taxes upon any improvements and additions belonging to LESSEE upon the demised premises, and shall also pay all charges for water and electric current used by LESSEE upon the demised premises.

11. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor-fuel, kerosene, lubricating oils or greases, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demised; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purposes any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of LESSEE; and LESSOR further covenants and agrees that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by LESSEE, LESSOR further covenants and agrees to insert in the deed conveying said premises to LESSEE a covenant restricting LESSOR, and LESSOR'S heirs, personal representatives, successors and assigns, from using or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel, kerosene, lubricating oils or greases, for a period of ten years from the date of such deed.

12. LESSOR covenants that LESSEE, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

13. LESSOR represents that there are no existing mortgages, deeds of trust, unpaid taxes or other liens affecting the demised premises, except as follows:

First Mortgage, Farmers and Merchants Bank, Walterboro, S.C. $ 2,000.00

and LESSOR covenants and agrees to warrant, protect and defend LESSEE, its successors and assigns, from and against any and all loss or damage that LESSEE may sustain by reason of the enforcement of any mortgage, or other lien upon the demised premises; and agrees to secure from the requisite parties and deliver unto LESSEE prior to the date of possession, or at such later date as LESSEE may require, such waivers of priority as LESSEE shall require for the purpose of subordinating any existing mortgage or mortgages or other liens against the demised premises to the terms and provisions of this lease, otherwise LESSEE shall have the right to terminate this lease; and LESSOR further covenants that if foreclosure or other proceedings shall be instituted upon any such mortgage or lien, LESSOR will immediately notify LESSEE thereof by registered mail. It is further agreed that in the event a title examination shall disclose that LESSOR is not the sole owner of the property hereby demised, or that LESSOR'S title thereto is defective, or in the event there are any restrictions against the property prohibiting the use thereof as a gasoline filling and service station, LESSEE shall have the right to terminate this lease.

DEEDS

35-2

14. It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, LESSEE may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, or LESSEE may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, LESSEE shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

15a. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if delivered in writing personally or if posted by registered mail addressed to Mr. W.P.Morris,

at Jacksonboro, South Carolina.

Date of service of a notice served by mail shall be the date on which such notice is deposited in a mailing receptacle of the United States Post Office Department.

15b. Rentals hereunder shall be paid by check to Mr. W.P.Morris,

at Jacksonboro, South Carolina. provided, however, that LESSOR may change such instructions from time to time by written notice to LESSEE in accordance with Paragraph 16 hereof.

16. Any notice required or intended to be sent to LESSEE under the terms of this lease shall be sent by registered mail addressed to LESSEE at American Building, Baltimore, Maryland.

17. ~~It is hereby further agreed that LESSEE shall have the right to terminate this lease, or any renewal or extension~~ thereof, at any time upon not less than thirty (30) days' prior written notice to LESSOR and payment to LESSOR as consideration for such termination of a sum equal to the amount of rent paid by LESSEE for the calendar month immediately preceding ~~such notice of termination.~~

18. No assignment or change of interest by LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase option rights of LESSEE hereunder.

19. LESSOR agrees to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline filling and service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenantable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenantable for the purposes of a gasoline service station.

20. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

21. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, and assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

22. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause or procure to be done, executed, acknowledged and delivered all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, of the performance of all the covenants and agreements herein.

23. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

24. This lease shall not be deemed to have been accepted by LESSEE, nor shall the same be binding upon LESSEE, unless and until the same shall have been duly signed on its behalf by its Vice President or General Manager and a signed copy thereof delivered to LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness:

Rex C.Hall.
D.H.Cannon.

W.P.Morris. (SEAL)

Catherine M.Morris. (SEAL)

(SEAL)

Witness:

C.H.Hackrein.
A.C.Ripple.

THE AMERICAN OIL COMPANY,

By M.L.Schwartz.
Vice President *General Manager.*

Seal Affixed.

ATTEST: A.J.Yundt
Assistant Secretary.

Seal AFfixed.

ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA. SS.
COUNTY OF COLLETON.

PERSONALLY appeared before me RexC Hall, and made oaththat he saw the within named W.P.Morris and Catherine M.Morris, his wife, sign, saal and as their act and Deed deliver the within Lease for the Uses and Purposes therein mentioned and that he with D.H.Cannon witnessed the Execution thereof.

SWORN to before me this 13 day of September 1954.

Frances S.Cannon.
Notary Public for S.C. Rex C.Hall.
Seal Affixed.
my commission expires at Pleasure of Governor.

STATE OF SOUTH CAROLINA. RENUNCIATION OF DOWER.
COUNTY OF COLLETON.

I, The Subscribeing Officer, do hereby certify unto all whom it may concern that Catherine M.Morris, the wife of the within named W.P.Morris, did this day appear before me and Upon being privately and Separately examined by me, did declare that she does freely,voluntarily and without any compulsion, Dread or Fear of any person or persons whomsoever, renounce, release and Forever relinquishunto the within Named The American Oil Company, its successors and Asisgns, all her interest and Estate, and also all her right and claim of Dower,of, in or to all and Singular the Premises within mentioned and Released.

Given under my hand and Seal this 13 day of September 1954.

Frances S.Cannon.
NotaryPublic for South Carolina. Catherine M.Morris.
Seal Affixed.
My commission expires at Pleasureof Governor.

LEASE No.

BETWEEN

AND THE AMERICAN OIL CO.

$ 2.50

SCHEDULE "A" (LESSOR'S EQUIPMENT)

STATE OFMARYLAND: } SS.
CITY OF BALTIMORE. }

PersonalLY appeared before me G.H.Hochrein, who being duly sworn says that she saw the Corporate Seal of The American Oil company, Affixed to the foregoing Instrument and that she saw M.L.Schwartz Vice President and A.J. Yundt , Assistant Secretary of said The American Oil Company, Sign, Seal and attest the same; and that she with A.C.Ripple witnessed the Execution and Delivery therof as the Act and Deed of the Said The American Oil Company.

G.H. Hochrein

SWORN to and Subscribed before me this 9th day of November 1954.
Helen J.Hare. Notary Public
Seal Affixed.
My commission expire May 2,1955..

379 E

BOOK 110

(1) 37

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 23rd day of October, 1954, between J. PIERPONT GRACE, JR., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and SOUTHERN COATINGS & CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Sumter, State of South Carolina, whose Postoffice address is Sumter, South Carolina, hereinafter called the "Purchaser",

WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.-1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 1620 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Areas Number 5, 6, 10, 12, 16, 17, 21, 22, 23, bounded as follows: For agreement see Book 115 Page 257

As to Sale Area No. 5: On the north between points A-B, B-C, C-D, D-E by a woods road and marked property line; on the east between points E-F by Horseshoe Creek; on the southeast between points F-G by Chessey Creek; on the northwest between points G-H, H-A by a marked line and the east edge of Chessey Creek Marsh; and as to

Sale Area No. 6: On the northwest between points A-B, B-C by marked lines; on the east and south between points C-D, D-E, E-F, F-G, G-H by marked property lines, a woods road and a marked line; on the southeast between points H-A by the east edge of Chessey Creek Marsh; and as to

Sale Area No. 10: On the north between points A-B, B-C by a woods road and a power line; on the northeast between points C-D by a marked property line; on the south and west between points D-E, E-F, F-G, G-H, H-I, I-J, J-K, K-L, L-M, M-N, N-O, O-P, P-A by a marked line, Sterling Road, a woods road, a marked line, marked property lines, South Carolina Hwy. No. 12 and a woods road; and as to

Sale Area No. 12: On the north between points A-B, B-C by a marked line and a woods road; on the northeast between points C-D by Sterling Road; on the south between points D-E by a marked line; on the west between points E-A by a marked line; and as to

Recorded Dec 3 1954.

DEEDS

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(1)

[illegible]

[illegible]

[illegible]

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 23rd day of October, 1954, between J. [illegible], JR., whose Postoffice address is 7 [illegible] Square, New York 5, N. Y., hereinafter called the "Seller" and [illegible] a [illegible], a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at [illegible], State of South Carolina, whose Postoffice address is [illegible], South Carolina, hereinafter called the "Purchaser", WITNESSETH:

[illegible] that it is hereby contracted and agreed by and between the Seller and the Purchaser, [illegible] consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.-1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about [illegible] acres to be designated on the ground by the Seller's agent prior to cutting in Sale Areas Number [illegible], 4, 10, 12, 16, 17, 21, [illegible], [illegible], [illegible] as follows:

For Agreement see Book [illegible] Page [illegible]

As to Sale Area No. 5: On the north between points A-B, B-C, C-D, D-E by a woods road and marked property line; on the east between points E-F by Burreshoe Creek; on the southeast between points F-G by Chesney Creek; on the northwest between points G-H, H-K by a marked line and the east edge of Chesney Creek Marsh; and as to

Sale Area No. 6: On the northwest between points A-B, B-C by marked lines; on the east and south between points C-D, D-E, E-F, F-G, G-H by marked property lines, a woods road and a marked line; on the southwest between points H-A by the east edge of Chesney Creek Marsh; and as to

Sale Area No. 10: On the north between points A-B, B-C by a woods road and a power line; on the northeast between points C-D by a marked property line; on the south and west between points D-E, E-F, F-G, G-H, H-I, I-J, J-K, K-L, L-M, M-N, N-O, O-P, P-A by a marked line, Sterling Road, a woods road, a marked line, marked property lines, South Carolina Bay, No. 120 and a woods road; and as to

Sale Area No. 12: On the north between points A-B, B-C by a marked line and a woods road; on the northeast between points C-D by Sterling Road; on the south between points D-E by a marked line; on the west between points E-A by a marked line; and as to

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Sale Area No. 16: On the north between points A-B by a marked line; on the northeast between points B-C by Sterling Road; on the southeast between points C-D by a marked line; on the southwest between points D-E by a marked line; on the west between points E-A by marked lines and a woods road; and as to

Sale Area No. 17: On the northeast between points A-B by a marked line; on the southeast between points B-C by a marked line; on the south between points C-D by Entrance Road No. 1; on the west and northwest between points D-E and E-A by the west edge of a marsh and a marked line; and as to

Sale Area No. 21: On the northeast between points A-B by Entrance Road No. 1; on the south between points B-C, C-D, D-E, E-F, F-G, G-H, H-I by a woods road, marked lines, a telephone line and Ivanhoe Creek; on the west between points I-A by a marked line; and as to

Sale Area No. 22: On the north between points A-B by Entrance Road No. 1; on the southeast between points B-C by a marked line; on the south between points C-D, D-E, E-F by a marked line, the edge of a marsh and a woods road, on the west between points F-A by Entrance Road No. 2; and as to

Sale Area No. 23: On the north between points A-B, B-C, C-D, by a marked line and a telephone line; on the east between points D-E by a marked line; on the south between points E-F by Ivanhoe Creek; on the west between points F-A by a marked line, a woods road and the edge of a marsh, all of the above areas being within the Bonnie Doone Plantation as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 22,100 MBF pine, cypress, gum, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory, more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.-5. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth

in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand Dollars ($5,000.00) nor more than Twenty Five Thousand Dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.-3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before October 30, 1957. Unless such amounts are changed in writing by the Seller's Agent, at least 7,000 MBF shall be cut prior to October 30, 1955; at least 15,000 MBF shall be cut prior to October 30, 1956.

Marking.-4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "PC" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all live hardwood timber measuring sixteen (16) inches and any or all cypress timber measuring twelve (12) inches in diameter outside bark, twelve (12) inches from the ground or four (4) inches above butt swell may be designated for cutting in writing on any or all parts of the sale areas covered by this contract.

Merchantability.-5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the

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"clear cuttings" requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain, shall not be regarded as defects.

Passage of Title, Scaling.-6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of

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the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.-7 As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the Sale Area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing by the Seller's Agent, in which event cutting shall be completed on the area left unfinished as soon as practicable. All trees marked or designated for cutting shall be cut and removed in accordance with the terms of this contract as logging progresses over the sale area; PROVIDED, That with the written consent of the Seller's Agent and under such conditions and restrictions as he may require, the Purchaser may cut and remove selected marked or designated trees in advance of the cutting and removal of all marked or designated trees. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale areas. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing condition shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release

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the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species on the side adjacent to the highest ground, except that when this requirement is impracticable, or involves swell butted timber, in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and twelve (12) inches for all other species when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.-8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet

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from standing reserved trees unless this requirement is waived for specific areas by the Seller's Agent.

Fire Precaution.-9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed three thousand dollars ($3,000.00) AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than twenty five (25) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale areas except at

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

~~9c. The Purchaser shall clean up landing or loading space within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~ (Deleted page 2 of Con. 66)

9d. No camp refuse or slash or other debris shall be burned resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and include the Gruber tracts,~~ sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts,~~ after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

(THB) (JPG,Jr per TM)

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts,~~ other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts,~~ and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall maintain or modify spaces within the Zone [illegible] the Seller's Agent, and [illegible] by the Seller's Agent, all inflammable material [illegible] by the Purchaser within the Zone.

9d. No camp refuse or slash or other debris shall be thrown resulting from the clearing around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or buried currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and Including-Underwood annexation, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of laborers for such improvements, and structures shall be submitted to him for approval as to [illegible] adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Underwoods, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Said material and unmerchantable tops of any merchtopped species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean sanitary condition, and [illegible] shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream, Dalhonega, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or impaired beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation homes also that branch of said entrance road leading to the residence of Buddie Jack of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Interior Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Underwood, on other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain in a serviceable and sightly condition as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace bridges, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be leveled by dragging earth and debris from side ditches onto the surfaced portion of the road but shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per M.B.F. of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the hauling or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of hauling the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Underwoods, and said roads may be used by other persons designated by the Seller's Agent in connection with the hauling of any other timber sold by the Seller [illegible] to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the road used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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Southern Coatings and Chemical Company

Sale Areas No. 5, 6, 10, 12, 16, 17, 21, 22, 23

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 6-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(THB)
(JPG,Jr.
per TM)

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

(THB) (JPG, Jr per TM) ~~11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.~~ (See Page 9a for 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, ... is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the terms of this contract the Purchaser delivers herewith a surety bond in the sum of ..... ($.....) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller or in lieu of surety bond, has deposited with the Seller, cash in the sum of ..... ($.....). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation ~~and including the Gruber tract~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, removal and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or crossings.

10l. Mill sites and log loading places may not be located within _____ (_____) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plans.

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right, to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be binding in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract, PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of cancellation in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, reinstate this contract, but in the event of such reinstatement the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and selling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, _____ is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement, the Purchaser delivers herewith a surety bond in the sum of _____ ($_____) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties subsequently satisfactory to the Seller, in the sum of _____ ($_____). As soon as security for the performance of the terms of this contract or the settlement of claims hereunder is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sections immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation and Subdivision during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

37 J

Southern Coatings & Chemical Co.

Sale Areas No. 5, 6, 10, 12, 15, 17, 21, 22, 23

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(THB)
(JPG,Jr.
per TM)

DEEDS

377

Southern Coatings & Chemical Co.

Sale Areas No. 5, 6, 10, 12, 16, 17, 21, 22, 23

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator each third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of attorneys for the parties.

(THB)
(JPG,Jr.
per TM)

37K

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 23rd day of October 19 54.

Southern Coatings & Chemical Company

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Alice Cantey

/s/ Bertie Lee Brunson

As to Purchaser.

By: /s/ Thos. H. Brice President

By: /s/ W. E. Covington Secretary (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

By Thos. F. McDevett (SEAL)
Seller

Attorney-in-fact

As to Seller.

$C Doc Stamp $238.64

37K

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this ____ day of ____ 19__.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Alice Cantey

/s/ Bertie Lee Brunson

As to Purchaser.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

/s/ Thos. H. Price

/s/ W. H. Covington (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

By Thos. F. McDevitt (SEAL)
Seller

Attorney-in-Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF Sumter)

PERSONALLY APPEARED Alice Cantey

who being duly sworn says that he saw T. H. Brice as President and W. E. Covington as Secretary of SOUTHERN COATINGS & CHEMICAL COMPANY sign, affix the Corporate Seal and attest the same and as the act and deed of said Company deliver the above written contract, and that he with Bertie Lee Brunson witnessed the due execution thereof.

SWORN to before me this 23 day)
)
of October A. D. 1952)

/s/ Alice Cantey

(L.S.) /s/ Mildred B. Fowler

Notary Public for South Carolina

DEEDS

377

STATE OF NORTH CAROLINA

COUNTY OF Sumter

PERSONALLY APPEARED Alice Cantey

who being duly sworn says that he saw T. H. Brice

as President and W. E. Covington as Secretary of

NATIONAL CONTROL & CHEMICAL COMPANY sign, affix the Corporate

Seal and attest the same and as the act and deed of said

Company deliver the above written contract, and that he with

Bertie Lee Brunson witnessed the due execution thereof.

SWORN to before me this 23 day

of October A. D. 1953

/s/ Alice Cantey

(N.S.) /s/ Mildred B. Howler

Notary Public for South Carolina

3 T M

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Gerard L. Carroll

Gerard L. Carroll

Sworn to before me this

22nd day of November, 1954.

/s/ Catherine L. Purcell
Notary Public

CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. Cadwell as attorney-in-fact for 1. Peter Grace, Jr. sign, seal and as the act and deed of said 1. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabrie, witnessed the due execution thereof and that he executed said instrument as the act and deed of said 1. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4952 at Page 500 on September 10th, 1951.

/s/ Gerard L. Carroll

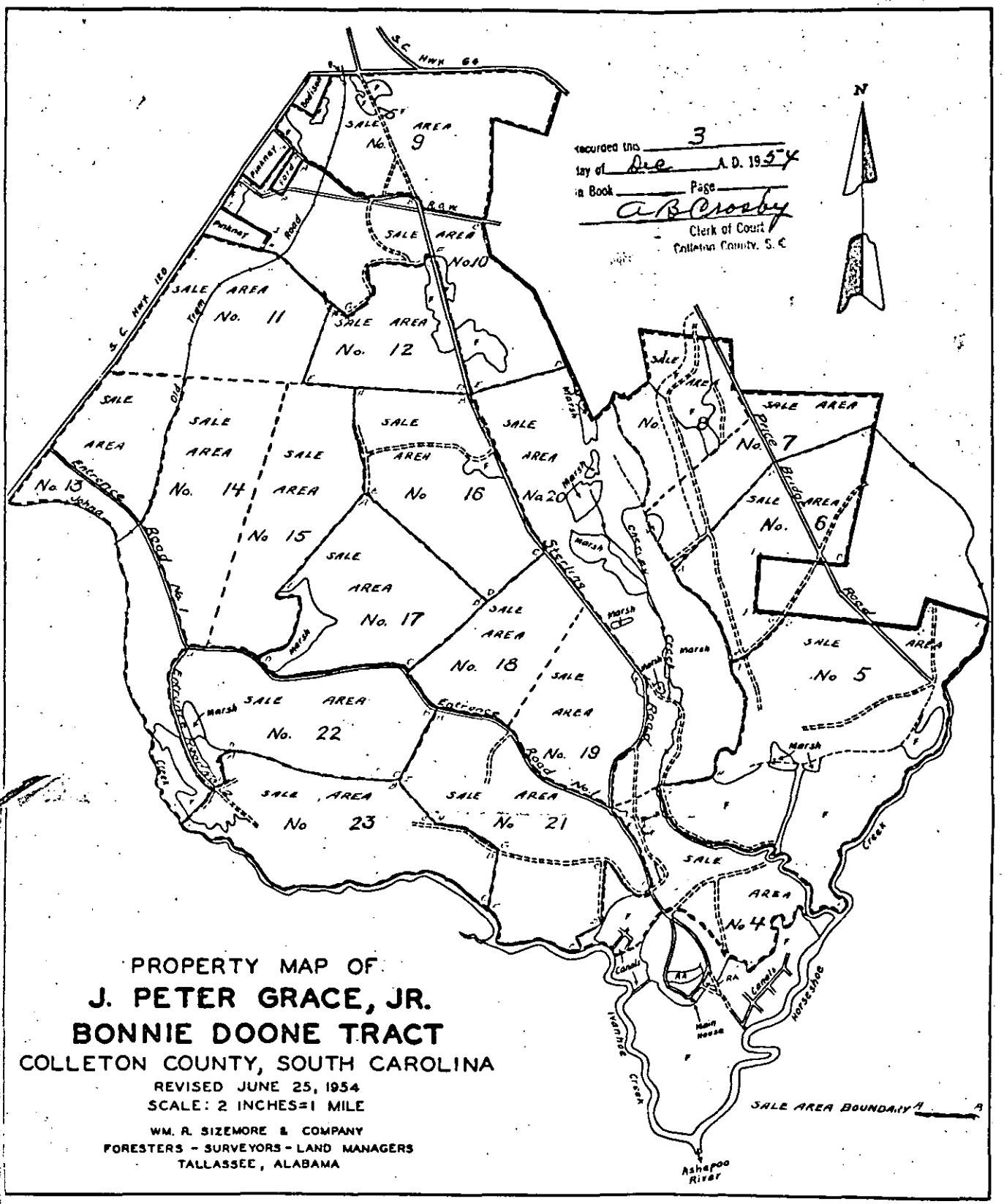
Gerard L. Carroll

Sworn to before me this

22nd day of November, 1954.

/s/ Catherine L. Purcell
Notary Public

CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

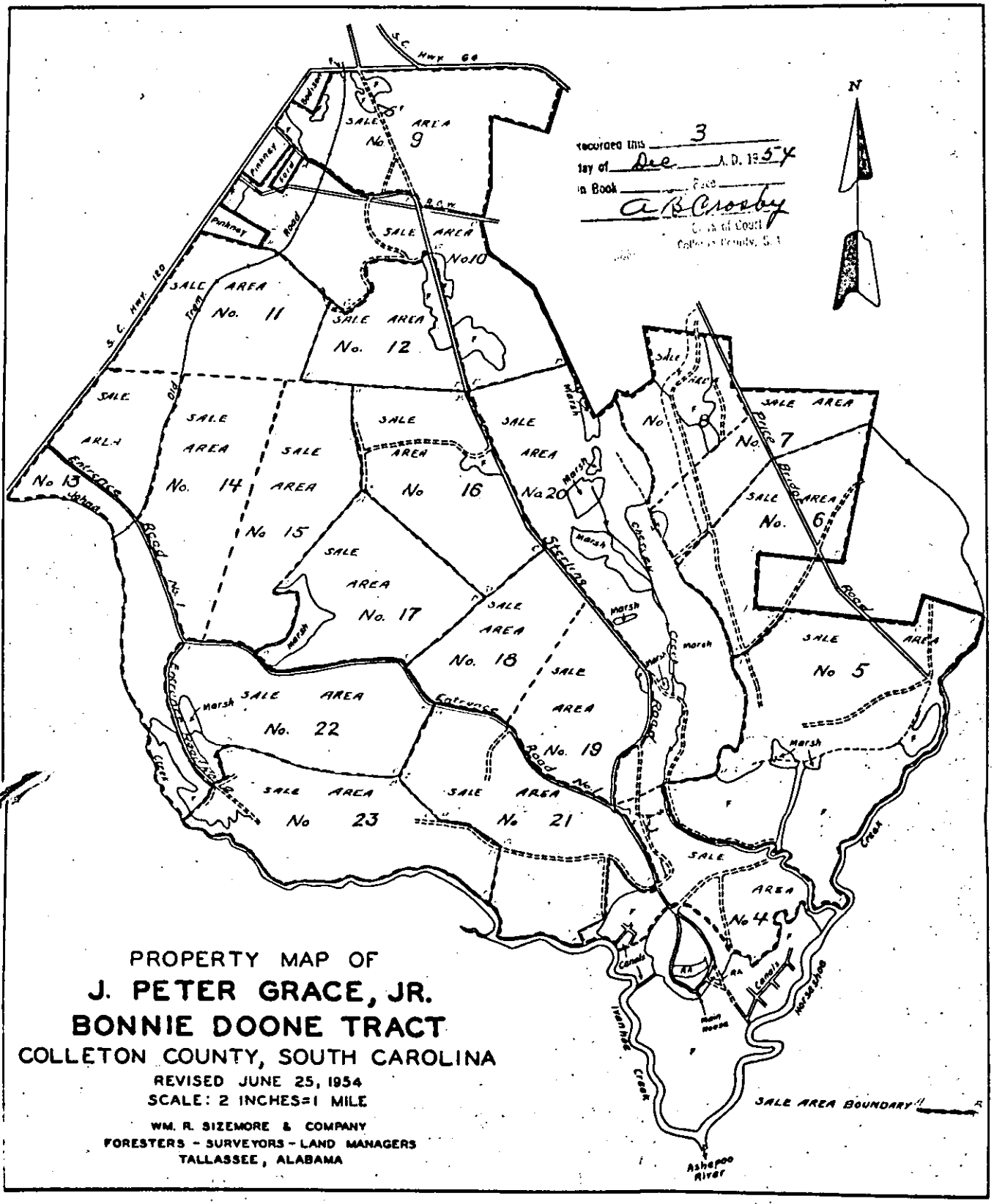
REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA

39-40

DEEDS



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

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SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA

39-40

BOOK 110

DEEDS

TIMBER SALE CONTRACT

STATE OF South Carolina
COUNTY OF Colleton

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 31 day of August, 19 58, between W. Pyburn Greene, Jr. whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Virgil F. Risher and Thomas R. Risher, co-partners doing business under the firm name of V. F. Risher Lumber Company

of Bonneau, State of South Carolina
whose Post office address is Bonneau, South Carolina

hereinafter called the "Purchaser". WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby covenanted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 375 acres to be designated on the ground by the Seller's Agent prior to cutting in Santee Area No. 1, bounded as follows: On the north and northeast by the Seller's A-B and B-C by a marked line and Cypress Swamp; on the west by the Seller's A-I, I-A by marked lines, a telephone line, C-D, D-E, E-F, F-G by a field, a telephone line, marked lines and Twelve Pound Road; on the west by the Seller's G-H, H-I, I-A by marked lines, a telephone line, a wood road and Entrance Road (Approx.).

within the Bonneau Planation, and hereinafter sometimes referred to as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the covenants and conditions hereinafter set forth, all the dead timber standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, hereinbefore/hereinafter defined for convenience as "timber".

(TPK)
(VPG)
(TIC, JT) (Names) Pyburn Greene, Jr. (Initials)

(Names) Pyburn Greene, Jr. (Initials)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 1,000,000 pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,

(Other by species the quantity in prime unit of measure)

more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited then to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber sold be cut and removed and the requirements of this contract satisfied on or before September 1, 1959

Unless such amounts are changed in writing by the Seller's Agent, at least $75.00

Recorded Dec 3 1958

VPK
JPG,Jr shall be cut prior to September 1, 1955 ; ~~at least~~ _____
TRK ~~shall be cut prior to~~ _____ ~~at least~~ _____
~~shall be cut prior to~~ _____

VPK
TRK
JPG,Jr
(VPK)
diameter
(TRK)
(JPG,jr)

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood ~~timber~~ timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood ~~timber~~, measuring sixteen (16) inches in outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. / (or four (4) inches above butt swell)

Merchantability.—5. Any pine ~~tree~~ tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. / "clear cuttings"

TR
VP
JPG,Jr

5a. All pine ~~logs~~ logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter outside one bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

TRK
VPK
JPG,Jr

(Names of defects for which deductions will not be made in scaling)
shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine ~~timber~~ shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter outside one bark taken to the nearest inch.

TRK
VPK
JPG,Jr.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

shall be cut prior to September 1, 1953; and

shall be merchantable

Marking.—Live pine timber shall be marked for cutting by blazing below stump height and stamping "P C" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood timber may be marked in the same manner as herein described for the live pine timber, or in the direction of the Seller's Agent, any or all the live hardwood timber, measuring 12 inches (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—Any pine tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting in the manner herein provided. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for grade and logs and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. clear cutting"

3a. All pine logs are merchantable which are not less than eight (8) inches (6) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale sixteen (16) percent of their gross scale; PROVIDED, That no log of these species scaling less than seven (7) board feet shall be considered merchantable, and logs of other species are merchantable which contain not less than five (5) board feet (6) feet long or less than seven (7) inches in diameter outside bark at the small end and after deductions for defect scale thirty-three and one-third (33 1/3) percent of their gross scaling log scale; PROVIDED FURTHER, That no log of these other species, scaling less than four (4) board feet shall be considered merchantable; and PROVIDED FURTHER, That

worm holes, rim rot, sound knots, check, sweep, split, stain,

(Name of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Stained shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Time shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark (3) inches bark taken to the nearest inch. Diameter logs shall be scaled by the Scribner Decimal C log rule on the small end on the average diameter outside bark one inch bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet (6) feet. Logs of greater lengths will be scaled as two or more logs, all as nearly the same length in multiple of two feet as practicable.

6c. Upon all logs, four (4) inches (6) inches shall be allowed for trimming logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at one time before removing scaling service.

6e. In the direction of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber-scaling sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's timber, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area last authorized as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species ~~XXXX

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7b. As far as practicable all branches of lopping shall keep pace with one another, and in no instance shall stubs disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable. directed be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until actual measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a businesslike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any growing or standing trees not designated hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the said area on which felling has been or is being done, marked or designated trees left unmarked or undesignated or designated trees which contain merchantable material and which are not unavoidably injured in logging operations as provided in the Purchaser's contract with the Seller, shall be felled by the Purchaser, his employees, contractors, or employees of contractors caused, or the origin of fire which the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented shall be felled or if they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain; PROVIDED, That such payment shall not relieve the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber windfall, down, broken or destroyed by natural causes, and any timber not removed from any portion of the cutting area within operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts hereby specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste and not higher than one (1) foot (12 inches) on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps. Provided, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent shall be paid for at the rate of twenty (20) cents each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log insofar shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—A. Slash shall be disposed of as follows:

Method or designated areas within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches from the ground, in the direction of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet upon the center line of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—B. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity and shall require his employees, operators, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Seller's forest lands. Elimination, reduction or removal of inflammable debris, PROVIDED, That the required expenditure for fire fighting without remuneration in any one calendar year, shall not exceed one hundred and fifty dollars ($150.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

7h. Except in certain emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employee furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the timber thereon.

7i. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall provide adequate watching and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

(T[illegible]) (VPK) 9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, ~~including the Greater xxxxx~~ used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

(JPG,Jr) 9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise. (TRK) (VPK) Purchaser shall not be required to burn or dispose of sawdust.

(JPG,Jr) Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~xxxxxxxxxxxxxxxxxx~~ roads, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~xxxxxxxxxxxxxxxxxx~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller. (TRK) (VPK) (JPG,Jr)

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~xxxxxxxxxxxxxxxxxx~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width. (TRK) (VPK) (JPG,Jr)

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~xxxxxxxxxxxxxxxxxx~~ and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser. (TRK) (VPK) (JPG,Jr)

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating laborers.

( ) 9c. The Purchaser shall clean up loading or landing spaces within the Bonnie Doone Plantation, ~~SCRAPING~~ and ~~BURNING~~ used for products from this area by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

(~~TIG, JT~~) 9d. No camp refuse or slash or other debris such as that resulting from the clearing around camps or on the highways shall be burned without the written consent of the Seller's Agent.

( ) 9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this area shall be kept clear of all brush, dry grass or other inflammable material other than sawed products, so long as the mill operates. If not burned or loaded correctly, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be loaded separately and shall be burned as directed by the Seller's Agent and not otherwise. Piles shall not be required on Sundays.

( ) 9f. Temporary and Improvements.—The Purchaser is authorized to build on the Bonnie Doone Plantation ~~REMOVABLE~~ temporary structures, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~AFTER~~ the termination of the timber cutting, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

(~~TIG, JT~~) 10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rate for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall burn all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream, ~~lake~~, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that same will enter the waters of any stream or lakewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

(~~TIG~~) 10g. Private roads within the Bonnie Doone Plantation, ~~EXCEPTING~~ other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of inspecting the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as (~~VIK~~) required by the Seller's Agent all such roads used by the Purchaser. Maintenance and repair shall be performed in (~~TIG, JT~~) accordance with the following specifications: Remove fallen timber and other obstructions; reduce hills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be leveled by dumping earth and debris from side dumps onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per M.B.F. of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER: That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary in the administration of the Bonnie Doone Plantation ~~EXCEPTING~~ ~~SPECIFICALLY~~ and said roads may be used by other parties designated by the Seller's Agents in (~~TIG~~) connection with the logging of any other timber sold by the Seller ~~ordinary~~ to said roads; PROVIDED, That such use (~~VIK~~) shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND (~~TIG, JT~~) PROVIDED FURTHER, That said other parties shall enter into an agreement with the Purchaser for ~~reasonable~~ division for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damage caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

(TRK) (VPK) (JPG,Jr) 11d. ~~Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.~~

(See page 5a for section 11d)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

(TRK) (VPK) (JPG,Jr.) 11f. ~~All the records pertaining to Purchaser's logging operations and mining business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.~~

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Seven thousand five hundred ($7,500.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of None ($None). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

(TRK) (VPK) (JPG,Jr.) 11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, ~~and including the Grubbers~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

10K. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or created by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or trespass.

10L. Mill sites and log landing places may not be located within _____ feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10F of this contract.

10M. Other Conditions—If: The Seller reserves (1) The right to sell any material not included in this contract from the area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser; (2) The right to sell any material included in this contract from the said area during the life of this contract; PROVIDED, That such material is subject to rigid depreciation and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11A. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing or removal of timber without written consent of the Seller's Agent.

11B. The Seller and the Seller's Agents shall have the right to inspect and observe at any time the Purchaser's operations to see that he is in compliance with this contract.

11C. At all times when logging operations are in progress the Purchaser shall have on the said area, a responsible person who shall be authorized to receive on behalf of the Purchaser any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11D. Completion of the Purchaser's Operations—The Purchaser shall complete all operations on the said area on or before _____ (Not more than 10 years from date of contract) and shall remove all buildings, machinery, equipment and materials of the Purchaser from the said area on or before _____ (Not more than 10 years from date of contract) and shall leave the said area in a condition satisfactory to the Seller's Agent.

11E. All operations on the said area including the removal of cedar timber may be suspended by the Seller's Agent in writing, if the conditions and regulations contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract; PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of said termination with which the terms of this contract were fixed, and with the consent of the Purchaser, reinstate this contract, but in the event of such reinstatement the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11F. Surety Bond—The Purchaser shall furnish a surety bond in the amount of _____ Dollars ($_____) and agrees that should the penalties or the bond delivered herewith or on any bond delivered hereafter in connection with this sale become insufficient in the opinion of the Seller, the Purchaser will within thirty (30) days of receipt of demand, furnish a new bond with satisfactory sureties and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of _____ Dollars ($_____). As from as security for the performance of the terms of this contract to the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will be refunded to the purchaser set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements hereof, be forfeited or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11G. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Hoonie Hoose Plantation and the Purchaser shall not permit during the period covered by this sale, nor prohibit Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind whatsoever for the capture of any bird or animal.

11H. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such buildings or structure or improvement be destroyed for any purpose, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added buildings or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

41E

V. P. Kiser Lumber Company Sale Area No. 4

11d. Complaints by the Purchaser as to any action baken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(TRK)
(VPK)
(JPG,Jr.)

V. P. Motor Lumber Company Sale Area No. 1

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator. In the event that the two arbitrators so selected shall be unable to select a third arbitrator, such selection by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above; each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(TRR)
(VPR)
(JPG,Jr.)

41P

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 31st day of August 19 54.

/s/ Virgil P. Kiser
Virgil P. Kiser

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

/s/ T. B. Bryant, Jr.

As to Purchaser.

/s/ Daniel D. Chabris

/s/ Eleanor C. Harms

As to Seller.

/s/ Thomas R. Kiser
Thomas R. Kiser, (SEAL)
Purchaser

Co-partners, doing business under the firm name of V. P. KISER LUMBER COMPANY of Bowman, South Carolina.

/s/ J. Peter Grace, Jr. (SEAL)
Seller

$ C Doc Stamps $ 28.52

DEEDS

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser, arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 31st day of August 19[illegible]

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

/s/ T. B. Bryant, Jr.

As to Purchaser.

/s/ Daniel D. Chabris

/s/ Eleanor C. Harms

As to Seller.

/s/ Virgil P. Riser
Virgil P. Riser

/s/ Thomas H. Riser
Thomas H. Riser (SEAL)
Purchaser

Co-partners, doing business under the firm name of V. P. RISER LUMBER COMPANY of Bowman, South Carolina:

/s/ J. Peter Grace, Jr. (SEAL)
Seller

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG.

PERSONALLY APPEARED Minnie Mae Bonnette
(Fill in name of one witness)

and made oath that she saw the within named Virgil P. Kiser and Thomas R. Kiser sign, seal and as their act and deed deliver the above written contract and that she with T. B. Bryant, Jr. witnessed the due execution thereof.
(Fill in name of other witness)

SWORN to before me this 31st day of August 1954

/s/ Minnie Mae Bonnette
(First witness signs here)

(L. S.) /s/ T. B. Bryant, Jr.

Notary Public for South Carolina

STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY APPEARED DANIEL D. CHABRIS
(Fill in name of one witness)

and made oath that he saw J. PETER GRACE, JR. (Seller)
(Fill in name of other party)

sign, seal and as his act and deed deliver the above written contract, and that he with ELEANOR C. HARMS witnessed the due execution thereof.
(Fill in name of other witness)

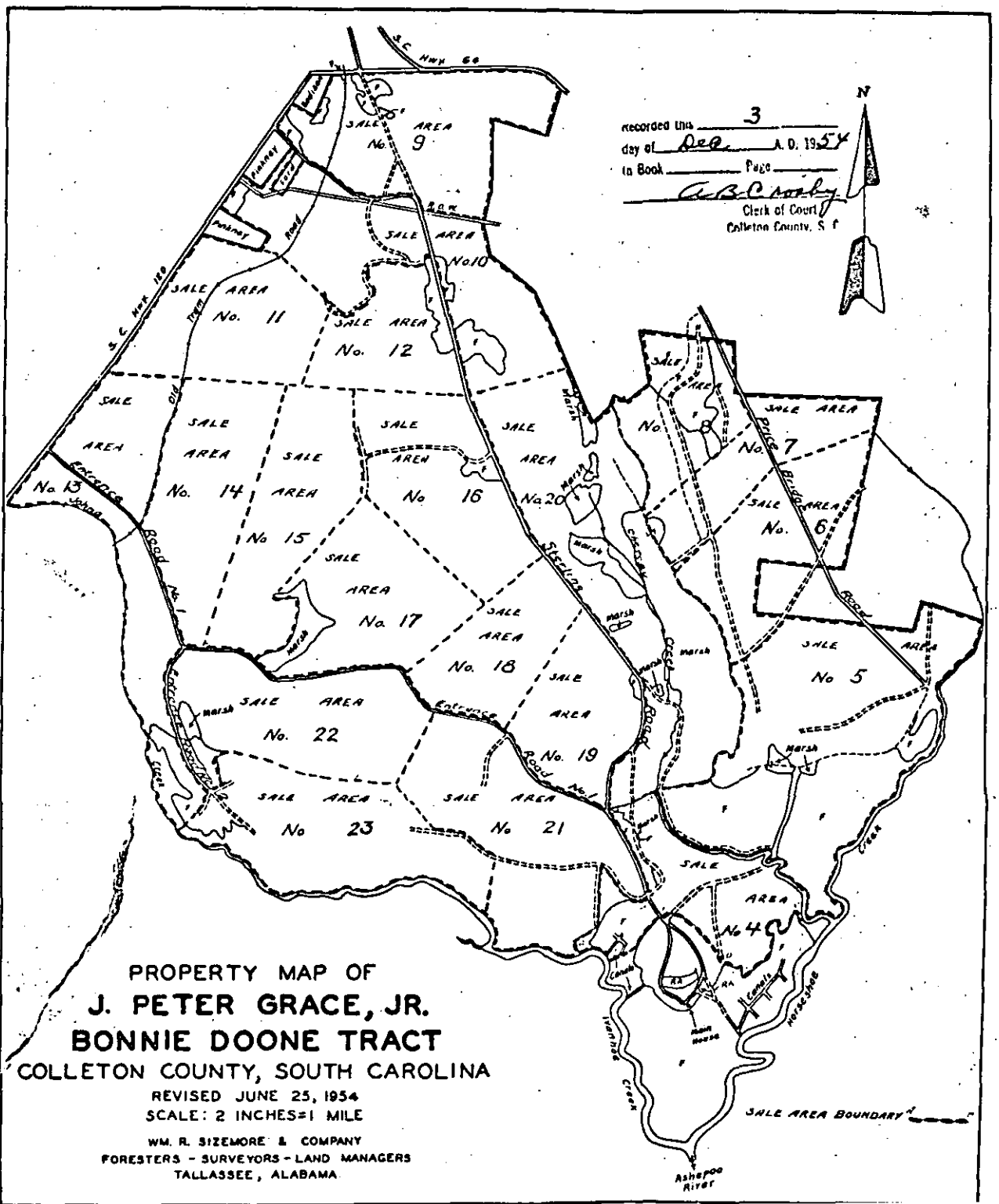
SWORN to before me this 9th day of September 1954

/s/ Daniel D. Chabris
(First witness signs here)

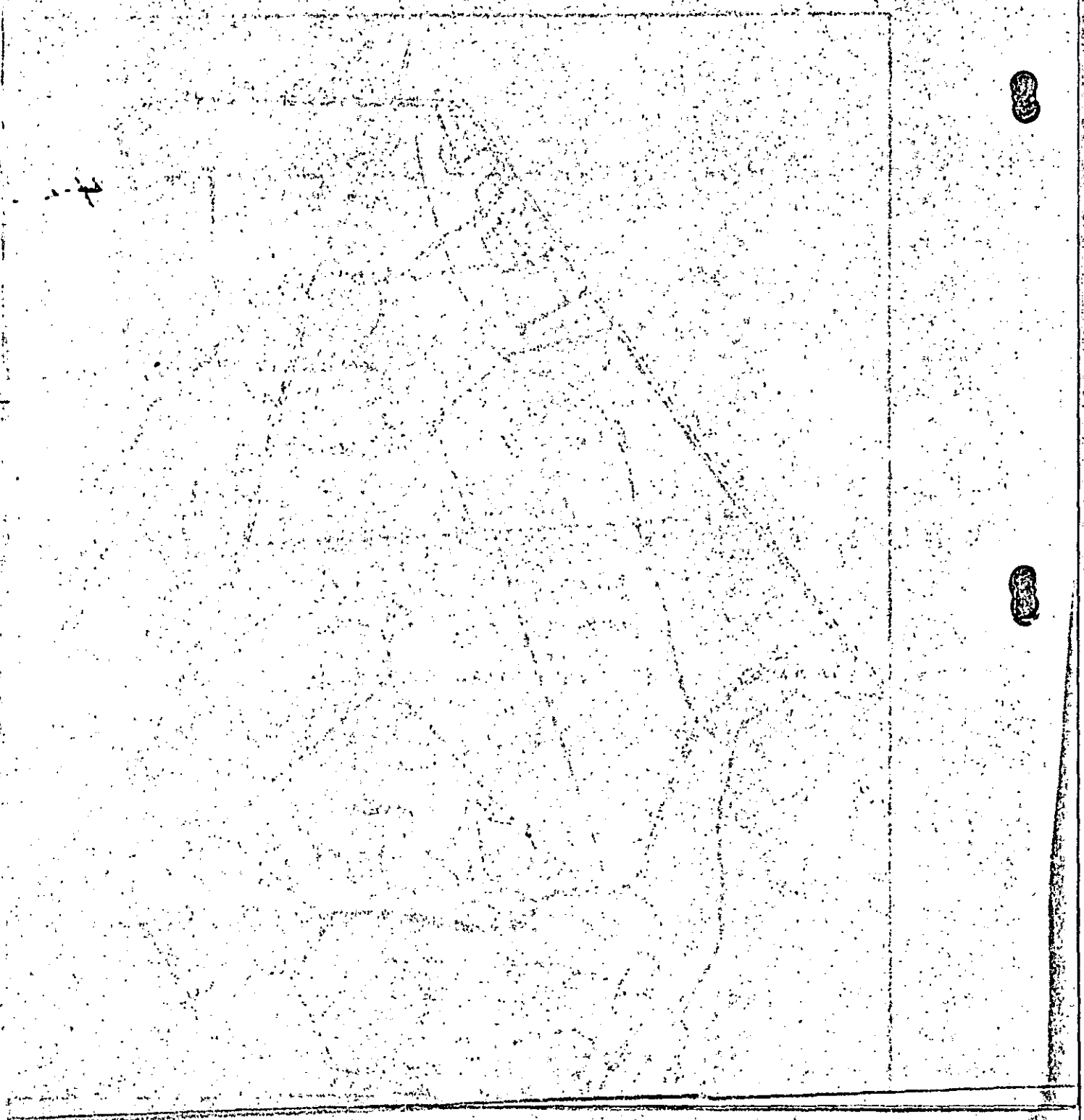
(L. S.) /s/ Catherine L. Purcell

Notary Public for Catherine L. Purcell, Notary Public, State of New York No. 24-3174400, Qualified in Kings County Certificates filed in Kings Reg., N. Y. Co. Clks., N. Y. Reg. Nassau County Clerk's Offices. Commission expires March 30, 1955

DEEDS



PROPERTY MAP OF
J. PETER GRACE, JR.
BONNIE DOONE TRACT
COLLETON COUNTY, SOUTH CAROLINA
REVISED JUNE 25, 1954
SCALE: 2 INCHES=1 MILE
WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA



(2)

45

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 4 entered into the 31st day of August, 1954, between J. PETER GRACE, Jr. and VIRGIL P. KISER and THOMAS H. KISER, CO-PARTNERS, doing business under the firm name of V. P. KISER LUMBER COMPANY of Bowman, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

DEEDS

4-34

(2)

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 4 entered into the 31st day of August, 1954, between J. PETER GRACE, Jr. and VIRGIL P. KISER and THOMAS R. KISER, CO-PARTNERS, doing business under the firm name of V. P. KISER LUMBER COMPANY of Lowman, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 16th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 96, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton L. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John P. Ward
Its Secretary

Recorded Dec 3 1957

45A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
day of September 1954.)

/s/ Joseph Chase

(L.S.) Joseph I. Heneghan

Notary Public for New York.

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

A4/26

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest this same and as the Act and Deed of the said Almar Foundation, Inc. deliver the Foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd day of September 1954.

/s/ Joseph Chase

(L.S.) Joseph I. Heneghan
Notary Public for New York.

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(3)

47

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina this 2nd day of September, 19 54, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 300 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area Number 7 bounded as follows: On the north between points A-B by a marked property line; on the east between points B-C by a marked property line; on the southeast between points C-D and D-E by a marked line; on the southwest between points E-F by the east bank of Cheesey Creek Marsh; on the northwest between points F-G by a marked line; on the southwest between points G-A by Price Bridge Road.

within the Bonnie Doone Plantation, and including the Gruber tracts, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for sawtimber.

For agreement see Book 115 Page 261
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 1700 MBF pine, cypress, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1956
Unless such amounts are changed in writing by the Seller's Agent, at least 800 MBF

LEM JPG, Jr.
por M

Recorded Dec 3 1954

DEEDS

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina this 2nd day of November, 19 51, between A. Lofton Bruce, Jr.
whose Postoffice address is 7 Moreton Square, New York 5, N. Y. hereinafter called the "Seller" and Folly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at
Jct. Folly Hill, State of South Carolina
whose Post office address is Folly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 300 acres to be designated on the ground by the Seller's Agent prior to cutting in said Area Number 7 bounded as follows: On the north between points A-1 by a marked property line on the east between points B-C by a marked property line on the southeast between points C-D and D-E by a marked line on the southwest between points E-F by the east bank of Cheesey Creek Swamp and the northwest between points F-G by a marked line on the northwest between points G-A by property lines, all within the Bonnie Doone Plantation, and including the timber trees, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for sawtimber.

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 1 is 1700 MBF pine, cypress, sweet gum, Black gum, bigcone, poplar, ash, yellow poplar, hollies, oak, elm, beech, hickory.

(Give by species the quantity in proper unit of measure)

more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before December 31, 1952.

Unless such amounts are changed in writing by the Seller's Agent, at least

Recorded Dec 3 1951

shall be cut prior to [illegible]; at least _____

shall be cut prior to _____ at least _____

shall be cut prior to _____

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring cypress- twelve inches (12) other hardwoods-sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. / (or four (4) inches above butt swell)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. / "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be ~~piled~~ assembled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. ~~Upon all logs, ( ) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.~~

6d. ~~Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~ (See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(LEM) (JPG,Jr.) (per M)

shall be cut prior to _____, at least _____

shall be cut prior to _____ at least _____

shall be cut prior to _____

Marking.—L. Live pine timber shall be marked for cutting by blazing below stump height and stamping "T C" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, may be designated by a paint spot below stump height, at the option of the Seller. Dead timber may be marked by a paint spot below stump height, at the option of the Seller, but dead timber need not be marked unless the Seller's Agent so requires. All (or none) (or _____) of the dead timber on the sale area covered by this contract.

Merchantability.—A. Any pine or cypress tree within the judgment of the Seller's Agent, containing one or more logs _____ (_____) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree within the judgment of the Seller's Agent, containing one or more logs _____ (_____) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory handbook for grades for standard hardwood in otherwise merchantable hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine and cypress logs are merchantable which are not less than _____ (_____) feet long, at least _____ (_____) inches in diameter at the small end and after deduction for defect scale _____ (_____) percent of their gross scale; PROVIDED, That no log of those species scaling less than _____ (_____) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than _____ (_____) feet long at least _____ (_____) inches in diameter _____ bark at the small end, and after deductions for defect scale _____ (_____) percent of those other species, scaling less than _____ (_____) board feet shall be considered merchantable and PROVIDED FURTHER, That

_____

_____

_____

_____

(Name of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title; Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be scaled or otherwise measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the _____ log rule at the small end on the average diameter _____ bark taken to the nearest inch. Hardwood logs shall be scaled by the _____ log rule at the small end on the average diameter _____ bark taken to the nearest inch.

6b. The minimum scaling lengths of sawlogs shall be _____ (_____) feet; provided, however, lengths will be scaled as two or more logs, all as nearly the same length as multiples of *two feet* as practicable.

6c. Upon all logs _____ (_____) inches shall be allowed for trimming and overrunning the specified scaling allowance shall be made, not to exceed the next lower inch.

6d. Scaling operations shall be conducted as to result scaling to be done economically and the Purchaser agrees that at least _____ (_____) logs shall be scaled available for scaling and time for scaling requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser the volume of timber designated (once may be determined and recorded before felling, in accordance with volume data developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the time of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area last undertaken as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of railroads may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

~~7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut,~~ and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same ~~number of months next succeeding the date of expiration or termination of this contract.~~ (See page 3a for section 7e)

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than normally twelve (12) inches for all species and ( ) inches for ( ) on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved. or involves butt cut timber

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and cypress and twelve (12) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

~~Slash Disposal. 8. Slash shall be disposed of as follows:~~ (See page 3a for Section 8)

~~Marked or designated trees within ( ) feet of the center line on~~ both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the ( ) foot strip as measured from the center line of all roads shall be lopped so that material ( ) inches and larger will be left not higher than ( ) inches from the ground and material smaller than ( ) inches shall be left not higher than ( ) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than ( ) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at ~~least~~ three (3) feet from ~~standing reserved trees.~~

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Gruber tracts: PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed five hundred and fifty dollars ($50.00) ~~quarterly~~; AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than ten (10) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and Gruber areas. Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7b. As far as practicable all branches of lopping shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct his logging and other operations in a timbermanlike way so as to protect the unmarked and undesignated timber and trees, and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. [illegible] cut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire within the Purchaser, his employees, contractors, or employees of contractors engaged or the origin of spread of which he or they could have prevented unless such cutting, injury or killing Purchaser shall promptly cut material and in the judgment of the Seller's Agent is justified by existing conditions, [illegible] paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material and trees cutting PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or improvident removal amounts to unmarked material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at [illegible] rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the [illegible] next succeeding the date of such acceptance, or from the remainder of the sale area during the same [illegible] period of expiration or termination of this contract.

7f. Stumps shall be cut so as to conform to the [illegible] practicable and not higher than [illegible]

( ) inches for [illegible] and [illegible] ( )

inches for [illegible] on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps; PROVIDED, That all stumps which exceed [illegible] inches in diameter and which could have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of [illegible] and which have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of [illegible] each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of [illegible]

(12) Inches for all other species

( ) inches, [illegible]

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

8a. Slash Disposal. Slash shall be disposed of as follows: [illegible]

Marked or designated trees within [illegible] feet of the center line of the road shall be felled away from the roads where practicable. The tops of all trees falling within the both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the [illegible] feet strip as measured from the center line of all roads shall be lopped so that material [illegible] ( ) inches and larger will be left not higher than [illegible] ( ) inches from the ground and material smaller than [illegible] ( ) inches shall be left not higher than [illegible] ( ) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by splitting to a width of not less than [illegible] ( ) feet from the center line of all roads in lieu of lopping. All branches, tops and logs of pine trees are to be removed to a distance of at least [illegible] (8) feet from standing merchantable trees.

8b. Precautions. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and adjacent areas of the Yonnie Doerr Timberlands, including the [illegible] PROVIDED, That the necessary expenditures for fire-fighting without remuneration shall not exceed [illegible] ( ) AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

8c. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than [illegible] ( ) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Timber and Crops on said areas.

8d. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the area except at

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7e. On the portions of the sale area on which felling has been or is being done, marked or designated cypress or hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractos caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amount of material and in the judgement of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL- 8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

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(Per M)

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. ~~The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~ (See para 1a for Section 9c.)

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(LEM) (JPG,Jr.) (per M.)

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. Fire-breaks shall clean-up-lading or logging areas within the Bonnie Diane Limitation, including the timber-trees-used-for-protection-from-skid-scaling-and-burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris shall be left resulting from timber-cleaning around camps or on the right-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or buried currently, shall be placed sufficiently apart from one another, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Overhead and Improvements.—10. The Purchaser is authorized to build on the Bonnie Diane Limitation and include-in-Purchaser-trails, sawmills, camps, roads and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the removal of the Seller's timber; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures included for the use or occupancy of laborers plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Diane Limitation and including-the timber-trails, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any lnumbered species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, mill-ties, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and refuse pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation within the Bonnie Diane Unit of the Bonnie Diane Limitation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Diane Plantation, and including-the-Purchase-roads, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surface may not be leveled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $20.00 per M.B.F. of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Diane Limitation including the Gordon-tracts and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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(per R.)

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Holly Hill Lumber Company Sale Area No. 7

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. ~~The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.~~ (See page 5a for section 11a)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. ~~Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.~~ (See page 5a for section 11d)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. ~~All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.~~

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Six thousand dollars ($6,000.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, ~~and including the Gruber tracts~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LE:) (JPG,Jr.) (por M.)

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within ... feet (...) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10I of this contract.

Other Conditions—11. The Seller reserves (1) The right to sell any material not included in this contract from the area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the said area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees to keep the contract area free from accumulations of inflammable debris, and to dispose of inflammable debris created by his operations in accordance with written instructions of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser may be made to the Seller's Agent. Any complaint by the Seller shall not be considered unless made in writing. (2) Upon receipt of such notice to the Seller's Agent, the defendant, the Seller's Agent shall investigate the matter complained of and shall give written notice to the Seller of his decision. (3) Any decision by the Seller's Agent may be appealed to the Supervisor by the Seller within ten days after receipt of such decision. The decision of the Supervisor shall be final and conclusive upon the parties hereto.

11e. All operations on the sale area, including the removal of sealed timber, may be suspended by the Seller's Agent by written notice if the conditions and requirements contained in this contract are disregarded, and failure to comply with any of said conditions and requirements is prevailed in, shall be sufficient cause for the termination of this contract; PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of said notice, reinstate this contract with the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the woods operations (—Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's agents with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale, for the purpose of this contract, ... is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of ... ($...) and agrees that should the surety on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with surety solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of ... ($...). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements hereof, in part or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and while hunting, the Purchaser during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any gun or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(Seal) (Purchaser.)
(Seal) (Purchaser.)

47H

Holly Hill Lumber Company Sale Area No. 7

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen days after it shall arise, in any such event the matter in controversy shall be settled by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

5a

(LEH) (JPG.Jr.)
(per M)

47 I.

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 1954.

Holly Hill Lumber Company, Inc.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Minnie Mae Bonnotte

T. B. Bryant, Jr.

As to Purchaser.

By: /s/ L. E. Miller President

By: /s/ W. J. Colvin Secretary (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

Daniel D. Chabris

Eleanor C. Harms

As to Seller.

By: Thos. T. McDevett (SEAL)
Seller

Attorney-in-fact

$3 C Doc Stamps $22.16

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of December 19 38.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

As to Purchaser.

As to Seller.

47J

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 508 on September 10th, 1951.

/s/ Daniel D. Chabris
Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell
Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

47K

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd)
)
day of September A. D. 1954)

/s/Minnie Mae Bonnette

/s/
(L.S.) T. B. Bryant, Jr.

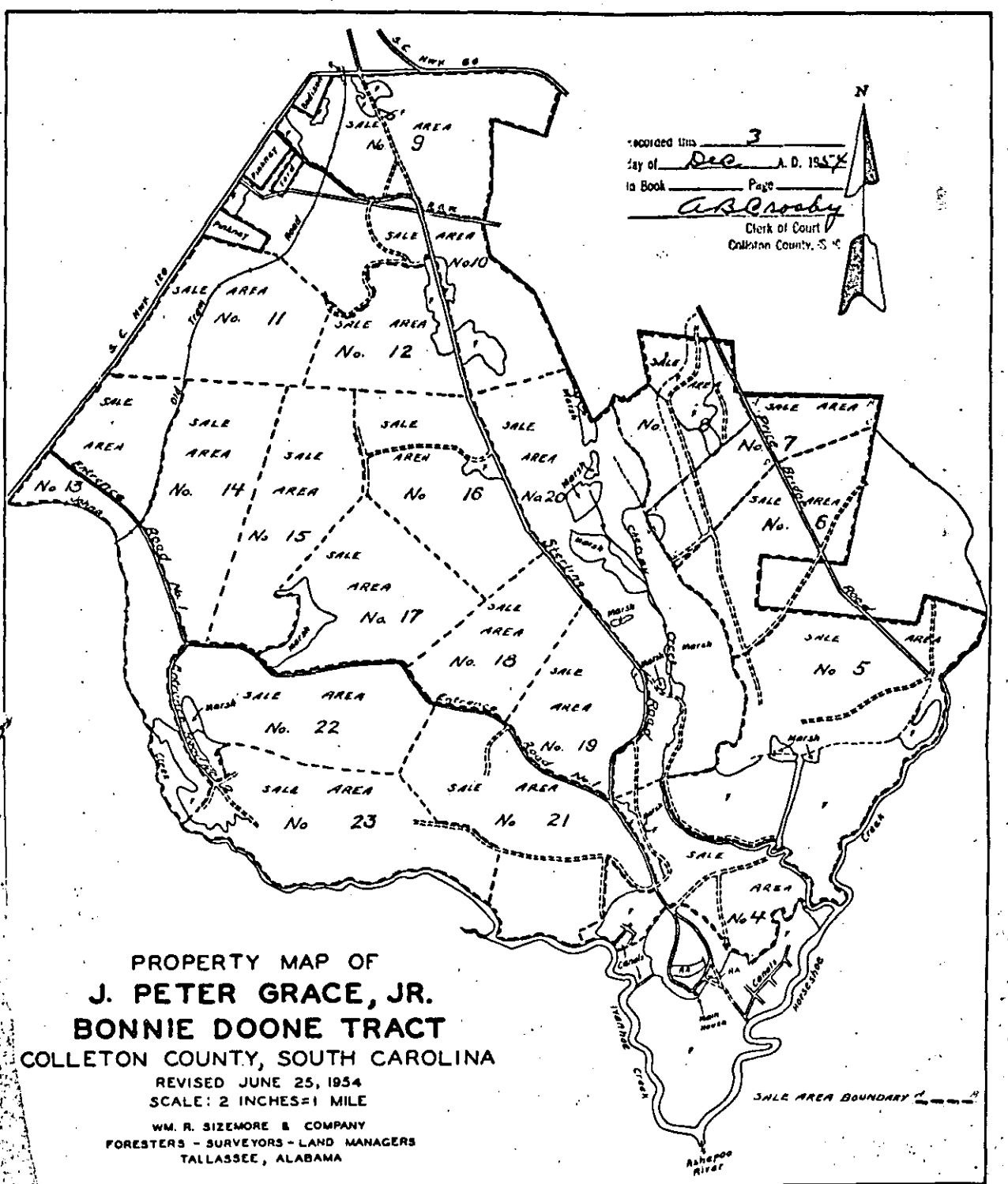
Notary Public for South Carolina

DEEDS

48

BOOK 110

49



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA

(2) 5-1

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by the Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs, Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 7 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September, 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
its President

BY /s/ John F. Ward
its Secretary

Recorded Dec 3 1954

DEEDS

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 60 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by the Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs, Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 7 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September, 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

551A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE

who being duly sworn says that he saw A. H. CASPARY

as President and JOHN F. WARD

as Secretary of the ALMAR FOUNDATION, INC.

sign, affix the Corporate Seal and attest the same and as the Act and Deed of the Said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this)
)
22nd day of September, 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

A592

-2-

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE

who being duly sworn says, that he was A. H. CASPARY

as President and JOHN F. WARD

as Secretary of the ALDER FOUNDATION, INC.

the corporation described in and which executed the foregoing deed; that he knows the seal of said corporation; that the seal affixed to said deed is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

SWORN to before me this 22nd day of September, 1954.

/s/ Joseph Chase

(N.S.) /s/ Joseph I. Henehan
Notary Public for New York

JOSEPH I. HENEHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(4)

53

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 14th day of October, 19 54, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and David P. Richardson

of Yemassee, State of South Carolina, whose Post office address is Yemassee, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 350 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 8, bounded as follows: On the north between points A-B by a marked property line; on the east between points B-C by marked property lines and Price Bridge Road; on the southeast between points C-D by a marked line; on the west between points D-E and E-A by a branch of Chessey Creek and marked property lines

(DPR) within the Bonnie Doone Plantation, as definitely designated on the attached map which (JPG,Jr is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conper TM) ditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable/hereinafter defined for sawtimber.

For agreement see Book 115 Page 263
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 1550 MBF pine, cypress, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before October 1, 1956. Unless such amounts are changed in writing by the Seller's Agent, at least 600 MBF

Recorded Dec 3 1954

DEEDS

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton State of South Carolina this 14th day of October in the year of our Lord one thousand nine hundred and forty-two between David F. Richardson whose Forestville address is Walterboro, S. C. hereinafter called the "Seller," and Issue of South Carolina Pulpwood Corporation whose local office address is Yemassee, South Carolina

hereinafter called the "Purchaser," WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby covenanted and agreed by and between the Seller and the Purchaser, each in consideration of the agreements and undertakings of the other as hereinafter set forth as follows, to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 250 acres to be determined by the Forest Supervisor of the Seller's Agent prior to cutting as shown on Seller's Area No. 6, bounded as follows: On the North partially Colleton C-D by a marked Trail; on the East by Yemassee Road; on the Southeast partially boundary D-E by a marked Trail; on the South partially boundary E-F and C-A by a marked Trail; on the West boundary A-B by a marked Trail and partially Property Lines

(DFR) within the bounds hereof Timber(s) and Pulpwood Products defined on the attached Specifications which are a part of this contract as the same or more and be strict conformity with the Specifications hereof or hereafter (S.C.) furnished by the Seller, all the said timber, standing or down, and all the five inches diameter or upwards for Timber, cut from the Seller's Area, hereinafter called for convenience the "Timber."

(Insert number of acres)

The estimated amount to be cut under the authority of this Contract is set forth in Section 4 hereof. 1250 Cords

Time of Cutting—Age Limits—Specifications—Diameter Limits. The Purchaser hereby covenants, promises and agrees to cut and remove said Timber in strict conformity with all and singular the following conditions and stipulations which are a part of this contract:

Time.—2. The Purchaser hereby agrees to have in the Seller or his Foreman duly authorized thereto on each Area or Tract as may be designated by the Seller or Seller's Agent not less than 10 days' notice of intention to start cutting on such Area or Tract, and to complete the cutting of each Area or Tract as above designated within the time limit set forth in the Specifications hereof or hereafter furnished by the Seller, or within such extension of time as may be granted by the Seller in writing, which Specifications are hereby made a part hereof.

Age Limits—Specifications—Diameter Limits. 3. The Purchaser hereby agrees to cut and remove only such Timber as is specified in the Specifications hereof or hereafter furnished by the Seller or Seller's Agent, and not to cut or remove any Timber which is not specified in the Specifications hereof or hereafter furnished by the Seller or Seller's Agent, but the Seller or Seller's Agent may, at the Seller's option, designate in writing any Timber not specified in the Specifications hereof or hereafter furnished by the Seller or Seller's Agent which the Purchaser hereby agrees to cut and remove under the terms of this contract.

Payments. 4. The Purchaser hereby agrees to pay to the Seller at the Purchaser's address hereinbefore designated or such other address as may be designated by the Seller, for the Timber cut and removed by the Purchaser from each Area or Tract as may be designated by the Seller or Seller's Agent, at the rate of $2.25 per cord (2,000 lbs.) for Timber, and $1.00 per cord (2,000 lbs.) for Pulpwood Products, as determined by the Seller or Seller's Agent. At the conclusion of the cutting on each Area or Tract, the Seller or Seller's Agent shall make a report of the total amount of the Timber cut and removed by the Purchaser from such Area or Tract, and the Purchaser hereby agrees to pay to the Seller the total amount of the payments to be made hereunder, less any deductions which may be made as hereinafter provided, within ten days after the receipt of such report by the Purchaser. Credit shall be given for the amount of all payments made by the Purchaser under this contract.

Advances. 5. Material unmerchantable on account of defects or otherwise cannot be removed without the consent of the Seller or Seller's Agent. Material unmerchantable because of size or otherwise cannot be removed without the consent of the Seller or Seller's Agent. All Timber extension of time is granted in writing by the Seller, all Timber cut and removed by the Purchaser shall be paid for at the same rate as hereinbefore provided.

Period of Contract.—6. Unless extension of time is granted in writing by the Seller, all Timber cut and removed by the Purchaser under this contract hereinbefore or on or before October 1, 1943 shall be paid for at the rate of $2.25 per cord (2,000 lbs.) for Timber, and $1.00 per cord (2,000 lbs.) for Pulpwood Products, unless such amounts are changed in writing by the Seller's Agent as above

Disapproved

53 A

shall be cut prior to October 1, 1955 ; ~~at least~~ _____

~~shall be cut prior to~~ _____ ~~at least~~ _____

(DPR) (JPG, Jr. per TM) ~~shall be cut prior to~~ _____

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring cypress-twelve inches (12) (16) inches in diameter outside bark, twelve (12) inches from the ground, other hardwoods-sixteen (or four (4) inches above butt swell) may be designated for cutting in writing on any or all parts of the sale area covered by this contract.

(DPR) (JPG, Jr. per TM) Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

(DPR) JPG, Jr. per TM)

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter outside one bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter outside one bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

shall be cut prior to October 1, 1955 ; Agent

Scale/Boom/prior to ; Agent

(DIR) Species cut: ;

(DIR) Marking.—Live pine timber shall be marked for cutting by blazing below stump height and stamping "S" (upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, may be designated for cutting by painting a ring (12") inches wide around the bole of the tree at a point twelve (12) inches from the ground, may be designated for cutting in strips or all parts of the area or all the live hardwood and cypress timber, meaning by designated for cutting in strips or all parts of the area or all parts of the area covered by this contract.

(DIR) Merchantability.—Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more (TM) logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which must the requirements for a grade-Number 3 log according to Forest Products Laboratory hardwood log grade for stands and timber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "close cutting"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale thirty five (35) percent of their gross scale: PROVIDED, That no log of these species scaling less than two (2) percent less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale thirty five (35) percent of their gross scale; PROVIDED FURTHER, That no log of these species scaling less than two (2) percent shall be cut. Hardwood trees shall be cut into logs sixteen (16) feet long, at least six (6) inches in diameter inside bark at the small end and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species scaling less than forty (40) percent shall be cut. Hardwood logs shall be cut sixteen (16) feet long, at least six (6) inches in diameter inside bark at the small end and after deductions for defect scale more than thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species scaling less than forty (40) percent shall be cut.

(Species of trees for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule at the small end of the average diameter inside bark of the Scribner Decimal C log rule, at the average diameter outside bark of one inch taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter outside bark one inch taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet. Logs greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs, one (1) inches (1") shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the direction of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing. In which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species ~~and~~ ~~inches for~~ on the side adjacent to the highest ground, except that when this requirement is impracticable or involves swell butted timber in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

(DPR) (JPG, Jr. per TM)

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and twelve inches for all other species.

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved ~~xxxx~~ pine trees 2" DBH and larger except where this requirement is impractical in the judgment of the Seller's Agent.

(DPR) (JPG, Jr per TM)

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, ~~including the Gruber areas~~; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed Fifty Dollars ($50.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

(DPR) (JPG, JR per TM)

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone ~~and Gruber areas~~ Plantation.

(DPR) (JPG, Jr. per TM)

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

5 5 8

7b. As far as practicable all branches of lopping shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate tension tanbox proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all such only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by the Purchaser, his employees, contractors, or employees of contractors caused, or the origin of spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the rate rent rates for stumpage fixed by the terms of this contract, for the class of material said trees contain; PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees: Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein provided shall be regarded as liquidated damages, Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut as to cause the least practicable waste and not higher than ...level.....

(... 12 ...) inches for ... all species.....

(DPR) Stumps for ~~XXXX

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, ~~including the Gruber tracts~~, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~ and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(DPR)
(JPG, Jr.
per TM)

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Hoodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(DPH)
(JPG, Jr.
per TM)

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Five Thousand Dollars ($5,000.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, ~~and including the Gruber tracts~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

(DPR)
(JPG, Jr
per TM)

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

DEEDS

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Section 10. The Purchaser agrees to hold the Seller harmless against any liability which may be incurred by or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the erection, maintenance and removal of the timber covered by this contract. This liability includes that for injuries to persons, damage to property and the cost of defending any claim or suit. The Purchaser shall carry adequate public liability insurance and property damage insurance which may be caused by the Purchaser to the Seller's property. Certificates of such insurance shall be furnished to the Seller on request.

Section 11. Other Conditions.--A. The Seller reserves (1) The right to log any material not included in this contract from the area where cutting the life of this contract; (2) The right to sell any material included in this contract which the Purchaser is unable or is unwilling to remove; (3) The right to sell any material included in this contract from the Seller's Area; provided that the operations of the Purchaser, (1), (2) and (3) above, shall not unreasonably interfere with the operations of the Purchaser. The Purchaser agrees that the sole discretion of the Seller, PROVIDED, that such material is surplus to the Purchaser's needs.

B. The Purchaser agrees not to assign this contract in whole or in part, nor convey the timber mentioned herein to remove all timber cut under this contract to a point on the Seller's Area.

C. The Seller and the Seller's Agents shall have the right to inspect and observe the operations of the Purchaser's operations to see that there is compliance with this contract.

D. At all times when logging operations are in progress the Purchaser shall have on the area a responsible representative who shall be authorized to receive on behalf of the Purchaser, any or all notices and instructions pertaining to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

E. All of the above mentioned operations are in progress the Purchaser shall have on the area a responsible representative who shall be authorized to receive on behalf of the Purchaser, any or all notices and instructions pertaining to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

F. Completion of the Purchaser as to any section taken of the conveyance of the Seller shall not be considered final until within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the selection of the timber covered by this contract.

G. All operations on the sale area, including the removal of roads thereon, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are not complied with and failure to comply with any one of such conditions and requirements, if permitted to exist for ten consecutive days, shall, at the option of the Seller, cause the Purchaser's rights under this contract to be forfeited, PROVIDED, that the Seller may, upon reconsideration of the conditions existing at the end of said ten days, extend the time of this contract for such period as he deems necessary to allow the Purchaser to correct the conditions causing the suspension, and the decision of the Seller's Agent shall be final and binding upon the Purchaser.

H. All of the records pertaining to Purchaser's logging operations and billing practices shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be considered as confidential.

I. The term "Seller's Agent," wherever used in this contract, includes the Seller's representative, duly appointed to exercise the duties of the Seller's Agent, as the Seller may from time to time designate in writing.

J. The conditions of the sale are considered not fully as in this contract has been set forth herein but exceptions or waivers by the Seller or his lawfully authorized representative.

Section 12. As a further assurance of a faithful performance of the conditions of this agreement the Purchaser shall deposit a surety bond in the sum of $ 6500.00 ~~Dollars~~ herewith, or shall deposit a surety bond satisfactory to the Seller, or a cash deposit in the amount of $ 6500.00 ~~Dollars~~ with the Seller, or a combination of the above, as the Seller may require, which bond or deposit shall be retained by the Seller until the Purchaser has completed all of the terms of this contract, and the Seller has released the Purchaser from all liability hereunder. The Purchaser may, upon completion of the terms of this contract, apply to the Seller for the release of the bond or deposit, but the Seller shall not be required to release the bond or deposit for a period of ten days after the completion of the terms of this contract. The Purchaser shall not be entitled to any interest on the bond or deposit.

Section 13. Time is of the essence of this contract. The Purchaser shall complete the cutting of all timber covered by this contract on or before ~~December 31, 1950~~ December 31, 1951 (~~$ 10,000.00~~ $ 25,000.00) ~~Dollars~~ as more as necessary for the performance of the terms of this contract or the settlement of claims thereof, time is not of the essence, but it is agreed that the Purchaser may, upon application to the Seller, be granted an extension of time for the completion of the cutting of timber under this contract, upon such terms and conditions as the Seller may deem proper, provided that the Purchaser is not in default in any of the terms of this contract at the time of such application. Any extension granted shall not relieve the Purchaser from liability for damages for breach of any of the terms of this contract, but the Seller may, in addition to any other rights and remedies, retain the deposit or bond as liquidated damages for such breach.

Section 14. The Purchaser, his employees, contractors and employees of contractors shall not engage in planting or replanting on Indian lands [illegible] the Purchaser's operations under the terms of this contract, nor shall the Purchaser, his employees, contractors and employees of contractors hire any Indian to operate any power driven machinery in connection with the cutting, manufacturing or removal of the timber covered by this contract. This prohibition includes also, but is not limited to, the employment of any Indian who owns a power driven machine used by the Purchaser to obtain timber from the area covered by this contract. Any violation of this section shall be sufficient cause for the Seller to declare this contract forfeited and void.

Section 15. All of the provisions of this contract shall apply to and bind the successors in interest of the Purchaser and all words used herein in the singular number shall extend to and include the plural number, and all words used in the plural number shall extend to and include the singular number, and all words used in the masculine gender shall extend to and include the feminine gender.

IN WITNESS WHEREOF, the Seller has caused this contract to be executed by the Superintendent of the Fort Apache Indian Reservation, Arizona, and the Purchaser has caused this contract to be executed by its duly authorized officers, the day and year first above written.

Witnesses:

[illegible]

[illegible]

UNITED STATES OF AMERICA
Seller

By [illegible]
Superintendent, Fort Apache Indian Reservation

[illegible]
Purchaser

By [illegible]
Its President

[illegible]
Its Secretary

(SEAL)

STATE OF ARIZONA)
) ss.
County of Apache)

On this 15th day of December, 1950, before me personally appeared [illegible] known to me to be the President of the Purchaser corporation, and [illegible] known to me to be the Secretary of said corporation, who acknowledged that they executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[illegible]
Notary Public

My commission expires:
[illegible]

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 14th day of Oct. 19 54.

DAVID P. RICHARDSON

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ A. F. Henderson

/s/ Katharine Doar

As to Purchaser.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

/s/ David P. Richardson (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.
By Thos. F. McDevitt (SEAL)
Seller
Attorney-in-fact

$c Doc. stamp $19.36

DEEDS

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Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 11th day of Oct. 19 51.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ A. F. Henderson
/s/ Katharine Doar
As to Purchaser.

/s/ Gerard L. Carroll
/s/ Daniel D. Chabris
As to Seller.

DAVID P. RICHARDSON

/s/ David P. Richardson (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.
By Thos. F. McDevitt (SEAL)
Seller
Attorney-in-fact

Sc. Doc. Stamp 19.36

53F.

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED _____
(Fill in name of one witness)

and made oath that he saw the within named _____

sign, seal and as his act and deed deliver the above written contract and that he with _____

_____ witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this _____

day of _____ 19____ _____
(First witness signs here)

(L. S.) _____

Notary Public for _____

STATE OF S. C.

COUNTY OF Colleton

PERSONALLY APPEARED A. F. Henderson
(Fill in name of one witness)

and made oath that he saw David P. Richardson
(Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that he with _____

Katharine Doar witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this 14th

day of Oct. 19 54 /s/ A. F. Henderson
(First witness signs here)

(L. S.) /s/ Katharine H. Doar

Notary Public for South Carolina

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STATE OF .....

COUNTY OF .....

PERSONALLY APPEARED .....
(Fill in name of one witness)

and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the above written contract and that he with .....

..... witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this .....

day of ..... 19 .....

(L. S.) .....

Notary Public for .....

(First witness signs here)

STATE OF S. C.

COUNTY OF Colleton

PERSONALLY APPEARED A. F. Henderson
(Fill in name of one witness)

and made oath that he saw David P. Richardson
(Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that he with .....

Katharine Doar witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this 14th

day of Oct. 19 58 /s/ A. F. Henderson
(First witness signs here)

(L. S.) /s/ Katharine H. Doar

Notary Public for South Carolina

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Gerard L. Carroll

Gerard L. Carroll

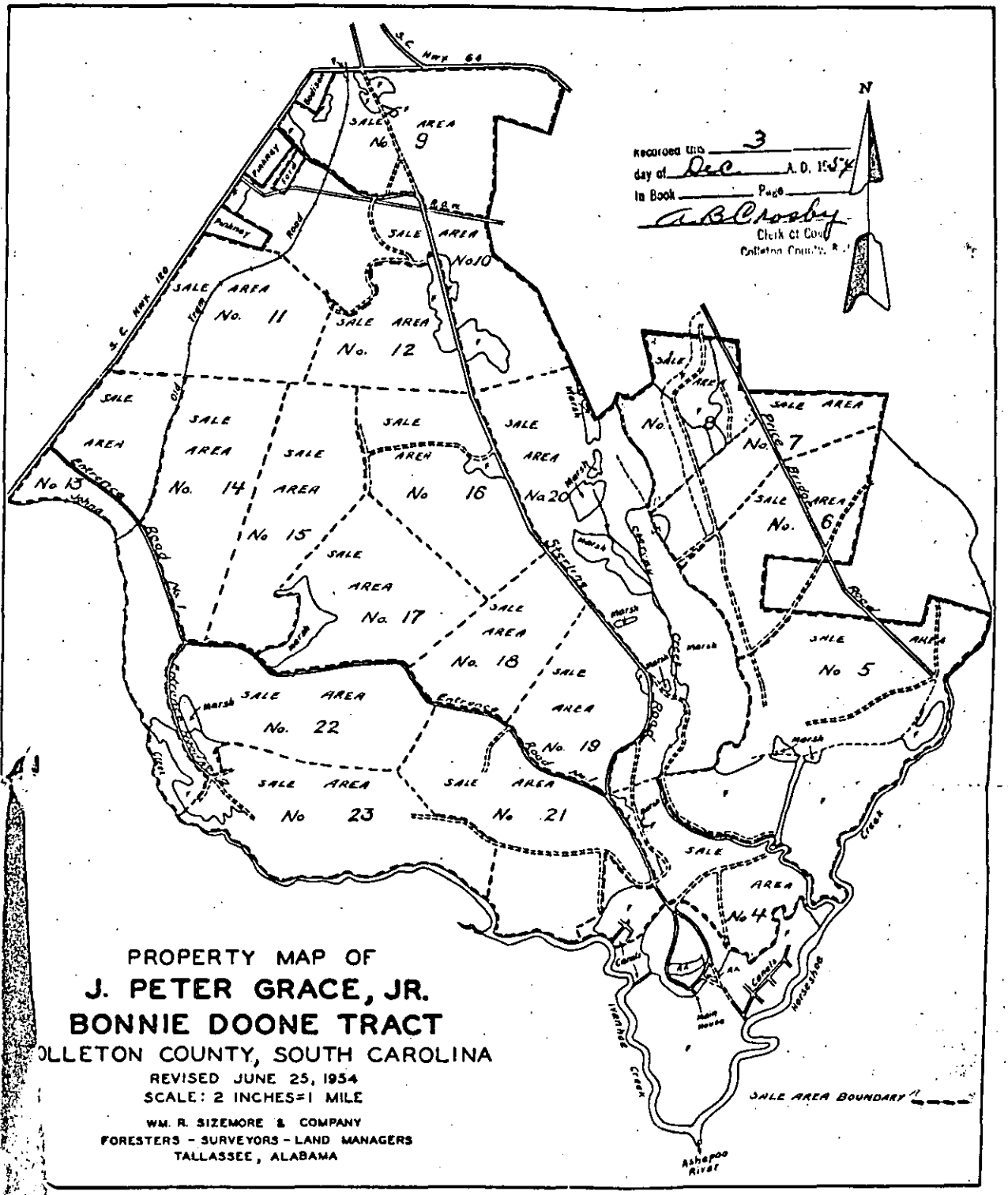
Sworn to before me this
25th day of October, 1954.

/s/ Catherine L. Purcell
Notary Public

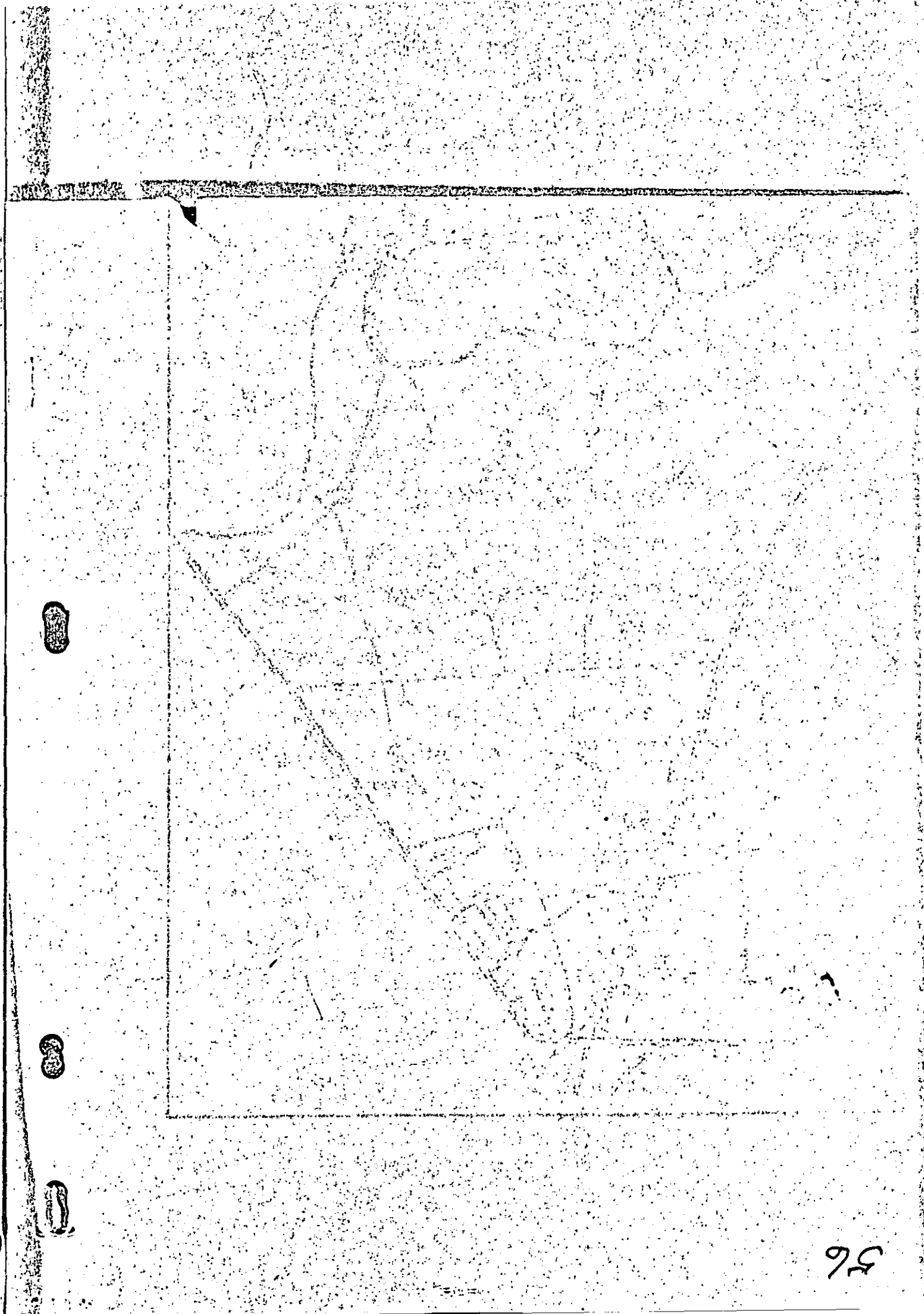
CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

54

55



PROPERTY MAP OF
J. PETER GRACE, JR.
BONNIE DOONE TRACT
COLLETON COUNTY, SOUTH CAROLINA
REVISED JUNE 25, 1954
SCALE: 2 INCHES=1 MILE
WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA



BOOK 110

(87) 57

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 28th day of August, 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Ashepoo River Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at of Ashepoo, State of South Carolina, whose Post office address is Ashepoo, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 525 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 9, bounded as follows: On the north between points A & B by S. C. Hwys 120 & 64; on the east between points B & C by a marked property line; on the south between points C & D by the power line; on the southwest between D & E by Sterling Road; on the northwest between E & F by S. C. Hwy. 120, and between F & A by a marked property line within the Bonnie Doone Plantation, ~~and bounded on the [illegible]~~ as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for

(HRH Prog.) JPG,Jr. per TM sawtimber.

For agreement see Book 115 Page 265

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 2725 MBF pine, cypress, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty-Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1956. Unless such amounts are changed in writing by the Seller's Agent, at least 1350 MBF

Recorded Dec 3 1954

TIMBER SALE CONTRACT

STATE OF _____

COUNTY OF _____

THIS CONTRACT made and entered into in the County of _____, State of _____, this _____ day of _____, 19__, between _____, whose Postoffice address is _____, hereinafter called the "Seller" and _____, a corporation, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby covenanted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows, to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase, from an area of about _____ acres to be designated on the ground by the Seller's Agent prior to cutting by the Purchaser, all the timber of the species, dimensions and description hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, hereinafter defined for _____

within the Bonnie Doone Plantation, and hereinafter more definitely designated on the attached map which is a part of this contract, at the rate of trees and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, hereinbefore defined for _____

(Name species to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 1 is _____ more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depositary as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 9 hereof. The total of such payments called for at any one time shall not be less than _____ dollars ($_____) nor more than _____ dollars ($_____) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before _____

Unless such amounts are changed in writing by the Seller's Agent, at least _____

shall be cut prior to September 1, 1955 ; [redacted] at least [redacted]

[redacted]

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring cypress-twelve inches other hardwoods-sixteen (12) (16) inches in diameter outside bark, twelve (12) inches from the ground may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain

(HAH Pres.) JPG, Jr. por TM)

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

shall be cut prior to ..... ; annual .....

Saplings, pulpwood ..... at least .....

Stumps, cut ....

Marking.—6. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P. C." upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring ..... (.....) inches or more at a point twelve (12) inches from the ground, may be designated for cutting by writing on any or all parts of the sale area covered by this contract. (OR FOUR (4) INCHES ABOVE BUTT SWELL)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs ..... (.....) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which, in the judgment of the Seller's Agent, contains one or more logs ..... (.....) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard and hardness and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "CLEAR CUTTING"

5a. All pine and cypress logs are merchantable which are not less than ..... (.....) feet long, at least ..... (.....) inches ~~at~~ at the small end and not after deduction for defect scale ..... (.....) percent of their gross scale; PROVIDED, That no log of these species scaling less than ..... (.....) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than ..... (.....) feet long, at least ..... (.....) inches in diameter ..... (.....) inches at the small end, and after deductions for defect scale ..... (.....) percent of their gross scale; PROVIDED FURTHER, That no log of those other species, scaling less than ..... (.....) board feet shall be considered merchantable; and PROVIDED FURTHER, That

(Terms of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title; Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the ..... log rule, at the small end on the average diameter ..... bark taken to the nearest inch. Hardwood logs shall be scaled by the ..... log rule, at the small end on the average diameter ..... bark taken to the nearest inch.

6b. The maximum scaling length of sawlogs shall be ..... (.....) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs ..... (.....) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ..... (.....) logs shall be made available for scaling at any one time before reporting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber, included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing; in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until sculed, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species and ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ inches for ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

~~or involves swell butted timber~~

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and twelve (12) inches for all other species (Specify different diameters for different species, if necessary) when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

(HAH Pres.)(J. G. Jr. por TM)

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the ~~xxxxxxxxxxxx~~ PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ($ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the said area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any standing or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the said area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire while the Purchaser, his employees, contractors, or employees of contractors control, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract. In the case of material said trees contain PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or unremoved marvlow small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be recovered as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title and interest to any timber for which payment has been removed from any portion of the said area reverted to the Seller without compensation unless it shall have been removed from any portion of the said area excepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the said area during the number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than _____ ( ) inches for _____ _____

7g. All trees shall be utilized to as low a diameter in logs as practicable and to a minimum diameter of _____ ( ) inches _____

(specify different dimensions for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—7i. Slash shall be disposed of as follows:

Marked or designated trees within _____ ( ) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the _____ ( ) foot strip so prepared from the center line of all roads shall be lopped so that material _____ ( ) inches and larger will be left not higher than _____ ( ) inches from the ground and material smaller than _____ ( ) inches shall be left not higher than _____ ( ) inches from the ground in the direction of the Seller's Agent, he may authorize the removal of the logs by skidding to a distance of not less than _____ ( ) feet from the center line of all roads in lieu of lopping. All brushes, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing uncut trees.

Fire Precautions.—8. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the said area and in the vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors, and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including _____. That the Purchaser will _____ exemplify fire fighting without compensation for any one calendar year, shall not exceed _____ ( ) AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in setting campfires as determined by the Seller's Agent the Purchaser shall not be required to furnish more than _____ ( ) men for fighting fires within the area above specified, and any employee furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone Plantation against fire.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the said area except at

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, ~~and Gruber tracts~~, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and included tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

(HAH Pros.) 10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

(JPG, Jr. por TM) 10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up lumbering or loading debris within the Timber Deposit Identification boundaries of Parcels, and for premises from this sale, by piling and burning all inflammable debris without definition between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the clearing around camps or on the right-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or buried currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements—10. The Purchaser is authorized to build on the Timber Deposit Identification boundaries the timber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests AND PROVIDED FURTHER: That the Seller's Agent may require that before cutting work is commenced on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance of operation of all the above specified improvements on Timber Deposit Identification and in driving the timber tracts, after this contract is terminated shall be subject to authorization by written permit and such authorization is revoked all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Unmerchantable logs, or any material, including cedar, may be used for such purposes without charge and shall be left in place where and unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and buried or burned. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream, lake, or spring. Toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sewage and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or impaired beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plywood mill within the Bonnie Doone Timber Deposit Identification and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products, including sand, the terms of this contract unless such use is authorized in writing by the Seller's Agent and only under such conditions and regulations as he may require.

10g. Private roads within the Bonnie Doone Timber Deposit Identification boundaries, other than the aforementioned designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and suitable key standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; spring dips; c p drainage channels and culverts clear of debris and functioning as intended; repair or replace broken, unsafe culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surface may shall not be leaded by dumping earth and debris from side dirtbes onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER: That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to maintained adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the said area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract during any and all purposes reasonably necessary to the administration of the Bonnie Doone Plan, including the Timber Tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller hereunder; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract, PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

(HAH Proc.) JPG,Jr. por TM)

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Nine Thousand Dollars ($9,000.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of None ($ None). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Skid skids and log loading places may not be located within ... feet (... metres) of the center line on either side of the Hattawee Road No. 1 and Batawee Road No. 2 described in Section 10f of this contract.

Other Conditions—11. The Seller reserves (1) The right to sell any material not included in this contract from the said area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser; (2) The right to sell any material included in this contract from the said area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract; PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, ... is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract, and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of ... ($...) and agrees that should the conditions set forth in the contract delivered herewith or on any bond delivered hereafter in compliance with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties satisfactory and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller cash in the sum of ... ($...). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the contract immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Illinois Bonne Plantations and including the October-Storm during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvements of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for each taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

57E

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 28th day of August 19 54.

ASHEPOO RIVER LUMBER COMPANY, INC.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ D. L. Cotton

/s/ Helen Bulkley

As to Purchaser.

By /s/ H. A. Hanlon President

By /s/ O. P. Hanlon Secretary (SEAL)
Purchaser

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

/s/ J. Peter Grace, Jr.
by Thos. F. McDevett (SEAL)
Seller
Attorney-in-fact

(HAH, Pres.)

(JPG, Jr.
per TM)

S C Doc Stamps $ 32.96

DEEDS

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 20th day of August 19[illegible]

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ D. L. Cotton

/s/ Helen Hulsley

As to Purchaser.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

[illegible]

[illegible]

Purchaser (SEAL)

/s/ J. Peter Grace, Jr.
by Thos. P. DeFevett (SEAL)
Seller
Attorney-in-Fact

(AD, Pres.)

(PO, Jr.
TN)

57F

STATE OF NEW YORK)
)
COUNTY OF SUHUELER)

PERSONALLY APPEARED D. L. Cotton who being duly sworn says that he saw H. A. Hanlon as President and G. F. Hanlon as Secretary of Ashopoo River Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Ashopoo River Lumber Company deliver the above written contract, and that he with Helen Bulkley witnessed the due execution thereof.

SWORN to before me this 28th)
day of August, A. D. 1954)

(HAH, Pres.)

/s/ D. L. Cotton

(L. S.) /s/ Merle S. Hayes
Notary Public for New York.

MERLE S. HAYES
Notary Public in the State of New York
County of Suhuyler, No. 49-6817700
My Commission Expires March 30, 1956

DEEDS

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10, 1951.

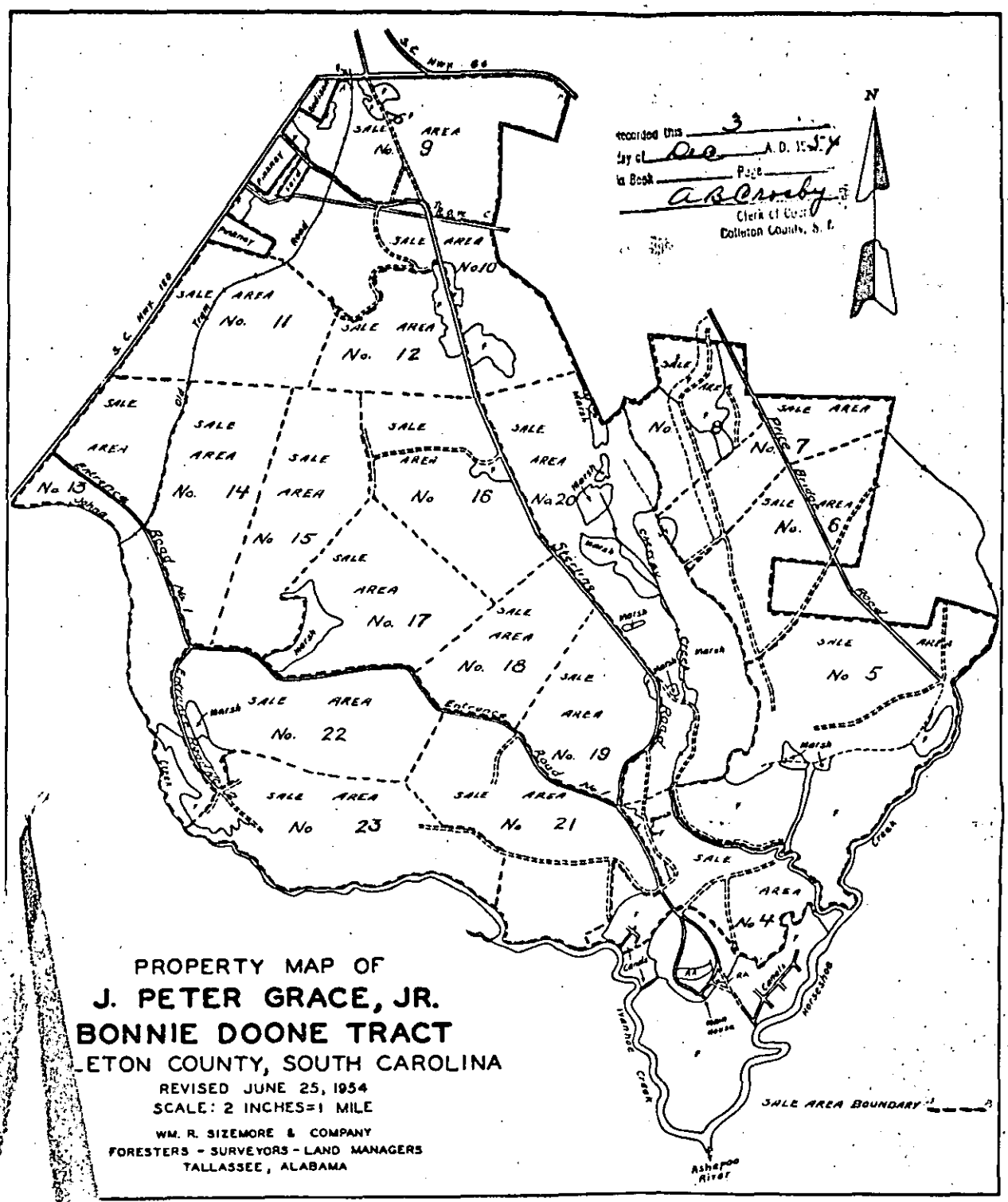
/s/ Gerard L. Carroll
Gerard L. Carroll

Sworn to before me this
20th day of October, 1954.

/s/ Catherine L. Purcell
Notary Public

CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3178400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS


S.C. Hwy. 64
Railway
Railway
Road
S.C. Hwy. 150
Old Tram
Entrance
Road No. 1
Entrance
Road
Entrance
Road
Creek
Creek
Creek
Creek
Marsh
Marsh
Marsh

(J)

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STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 9 entered into the 20th day of August, 1954, between J. PETER GRACE, Jr. and ASHEPOO RIVER LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Ashepoo, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
its President

BY /s/ John F. Ward
its Secretary

Recorded Dec 3 1954

DEEDS

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, A corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 9 entered into the 15th day of August, 1954, between J. PETER GRACE, Jr. and ANDERSON RIVER LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Anderson, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 15th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN E. WARD as Secretary of the ALMAN FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Alman Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
)
day of September 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

6(2)A

-2-

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
)
day of September 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

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(6)

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 4th day of September, 1954, between J. Peter Grace, Jr. whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and William J. Ellis, Julian W. Wall and Rudolph E. Carter, partners, doing business under the firm name of Wagar Lumber Company of Osborn, State of South Carolina, whose Post office address is Osborn, South Carolina hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 375 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area Number 11, bounded as follows: On the north between points A-B by a marked property line; on the northeast between points B-C by a marked line; on the southeast between points C-D by a marked line; on the south between points D-E by a marked line; on the northwest between points E-A by S. C. Highway Number 120,

within the Bonnie Doone Plantation, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable or hereinafter defined for sawtimber.

(REC) (JWW) (WJE) (J.P.G.,Jr. per TM)

For Agreement see Book 115 Page 267

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 4400 MBF pine, cypress, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory, more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1956

Unless such amounts are changed in writing by the Seller's Agent, at least 2000 MBF

Recorded Dec 3 1954

DEEDS

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 15th day of September, 19 58, between W. L. Ferry Dreher, Jr. whose Postoffice address is Hanover Square, Box 1208, N. Y. 5, N. Y. hereinafter called the "Seller" and Wallace C. Ellis, Walter W. Wall and Reginald B. Gardner, partners, doing business under the firm name of Wood Products Company of Hobson, State of South Carolina whose Post office address is Hobson, South Carolina hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows, to wit:

Description of Timber—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 272 acres to be designated on the ground by the Seller's Agent prior to cutting in Solid Area Number 11, bounded on Northeast: By pine stand between Parcels C-3 & C-4 by a marked property line; West: By pine stand between Parcels C-3 & C-4 by a marked line on blue centerpost between Parcels C-3 & C-4 & by a marked line between Parcels C-4 & C-5 by U. S. Highway Number 15, within the Bonnie Doone Plantation, hereinafter sometimes referred to as the property, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for Pine Timber.

(U.S.G.Tr. Dept. Tm)

(Remark product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 1,000,000 cubic feet, more or less, Pine Pulpwood, Pine Sawlog, Hardwood Pulpwood, Oak, Gum, Hardwood Sawlog

(Give by species the quality in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($ 5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, heretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before [illegible] 19 [illegible]

Unless such amounts are changed in writing by the Seller's Agent, at least [illegible]

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shall be cut prior to _____; at least _____

_____ _____

_____

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring cypress-twelve inches other hard woods-sixteen (12) (16) inches in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

(REC) (JWW) (WJE)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

(JPG per TM) (REC) (JWW) (WJE)

(JPG,Jr. per TM)

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter outside one bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

_____

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter outside one bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundrod (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

shall be cut prior to _____ at least _____

shall be cut to _____ utilization _____ standard _____

shall be cut to _____ specifications _____ standard _____

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, meaning _____ (_____) inches from the ground, may be designated for cutting in writing on any or all parts of the _____ area covered by this contract.

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more _____ logs _____ (_____) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs _____ (_____) feet in length which meets the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard and hereinafter defined is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine and cypress logs are merchantable which are not less than _____ inches _____ (_____) feet long, at least _____ (_____) inches in diameter inside bark at the small end and after deduction for defect scale _____ (_____) percent of their gross scale; PROVIDED, That no log of these species scaling less than _____ (_____) percent (_____) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than _____ (_____) feet long, at least _____ (_____) inches in diameter _____ bark at the small end and after deductions for defect scale _____ (_____) inches in diameter inside bark at the small end, and until it has been cut into logs according to Forest Products Laboratory hardwood log grades for standard and hereinafter defined, and PROVIDED FURTHER, That no log of these other species, scaling less than _____ (_____) board feet, shall be considered merchantable; and PROVIDED FURTHER, That

_____

_____

(Items of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Time and Species.—shall be scaled by the _____ log rule, at the small end on the average diameter _____ bark taken to the nearest inch. Hardwood logs shall be scaled by the _____ log rule, at the small end on the average diameter _____ bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be _____ (_____) feet; pulpwood lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs, _____ (_____) inches shall be allowed for trimming, logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least _____ (_____) logs shall be made available for scaling at any one time before requesting scaling service.

6e. If the direction of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume table developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area last furnished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents (0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

(REC) (JWW) (WJE) For involves swell butted timber

(JPG,Jr. per TM)

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and twelve (12) inches for all other species
(Specify different diameters for different species, if necessary)
when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed fourteen hundred and fifty dollars ($1450.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

(REC) (JWW) (WJE) (JPG,JR per TM)

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

7b. As far as practicable all brushes of lopping shall keep free with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and reading and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not removed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness or killed by the Purchaser, his employees, contractors, or employees of contractors caused, in the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rate for stumpage for such material. Trees designated by the Seller's Agent to be cut for road purposes shall be paid for by the Purchaser at the rates for stumpage fixed by the Seller's Agent for the class of material said trees contain: PROVIDED, That such payment shall not relieve the Purchaser from liability for any damage to the Seller other than the value of such trees. Timber marked by axe, long boxs, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such weakened or nonmerchantable trees involve small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rate for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste and not higher than [illegible] inches for [illegible] inches [illegible] on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are cut in merchantable logs should have been so cut in the judgment of the Seller's Agent.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of [illegible] inches (inside bark) [illegible]

(Specify different diameters for different species if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal—8. Slash shall be disposed of as follows:

Marked or designated trees within [illegible] feet of the center line on both sides of clearings shall be felled away from the roads where practicable. The tops of all trees falling within the lopped so that material [illegible] inches [illegible] inches and larger will be left not higher than [illegible] inches from the ground and material regular shall be [illegible] inches from the ground no higher than [illegible] inches from the ground on the side adjoining the road. All brush and limbs [illegible] inches from the ground, in the direction of the Seller's Agent, may authorize the removal of the top by yielding to a distance of not less than [illegible] feet from the center line of all roads in lieu of lopping. All brush and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Prevention—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services may be rendered on the area embraced in this contract and on adjacent areas of the Puyallup National Forest: PROVIDED, That the maximum expenditure for fire fighting without remuneration by the Seller's Agent shall not exceed [illegible] dollars ($[illegible]): AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in regions unwarranted as determined by the Seller's Agent the Purchaser shall not be required to furnish more than [illegible] men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Puyallup National Forest.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall provide watching and patrol fires by his employees, contractors, and employees of contractors within the sale area except at

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, ~~including the Gruber tracts~~ used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and buildings on the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the [illegible] used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the [illegible], sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the [illegible], after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including [illegible], other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard, as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Timber Tract, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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per TM)

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pavek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Fifteen Thousand dollars ($15,000.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of None ($ None). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

DEEDS

[illegible]

[illegible]

[illegible]

63E

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 4th day of Sep. 1954.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Lewis W. Freeman

/s/ Mae R. Padgett

As to Purchaser.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

/s/ William J. Ellis
William J. Ellis

/s/ Julian W. Wall
Julian W. Wall

/s/ Rudolph E. Carter
Rudolph E. Carter (SEAL)
Purchaser

Co-partners doing business under firm name of WECAR LUMBER COMPANY.

/s/ J. Peter Grace, Jr. (SEAL)
Seller

By: Thos. F. McDevett
Attorney-in-fact

S C Doc Stamp $ 58.76

Determination of Boundary Lines.—It shall be the duty of the Interpreter to determine the boundary lines of all boundary lines of the tracts of land conveyed in this contract, and the Interpreter shall be responsible for any incorrect determination of such boundary lines. Any dispute between the Seller and each area purchaser as to the boundary lines of the tract of land purchased by him shall be settled by the Interpreter, and his decision shall be final and binding upon the Seller and such purchaser.

Improvements.—The Seller covenants that the buildings, fences and other improvements now or hereafter placed upon the land conveyed by this contract shall not be removed or destroyed without the written consent of the Interpreter, and that all buildings, fences and other improvements now or hereafter placed upon the land conveyed by this contract shall be kept in good repair and condition by the Seller.

Taxes.—The Seller covenants that he will pay all taxes and assessments which may be levied or assessed against the land conveyed by this contract, or any part thereof, before the same become delinquent.

Insurance.—The Seller covenants that he will keep insured for the benefit of the Interpreter, in such amounts and in such companies as may be approved by the Interpreter, all buildings now or hereafter placed upon the land conveyed by this contract, and that he will deliver to the Interpreter all policies of insurance upon such buildings.

Default.—In case the Seller shall fail to perform any of the covenants herein contained, or in case he shall become insolvent or bankrupt, or in case he shall make an assignment for the benefit of creditors, or in case a receiver shall be appointed for his property, or in case he shall abandon the land conveyed by this contract, then the Interpreter may, at his option, declare this contract forfeited and terminated, and thereupon all rights of the Seller hereunder shall cease and determine, and the Interpreter shall be entitled to immediate possession of the land conveyed by this contract, and may enter upon and take possession of the same, and may remove therefrom all persons and property, using such force as may be necessary for the purpose, without being liable to prosecution or damages therefor, and the Interpreter may hold the land conveyed by this contract as his own property, free from any claim of the Seller, or any person claiming by, through or under the Seller, and may sell, lease, or otherwise dispose of the same, and all payments made by the Seller shall be forfeited to the Interpreter as rent for the use of the land conveyed by this contract, and as liquidated damages for the breach of this contract by the Seller.

Waiver.—The waiver by the Interpreter of any breach of any of the covenants of this contract by the Seller shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant of this contract by the Seller.

Successors.—The covenants and agreements of this contract shall be binding upon the heirs, executors, administrators, successors and assigns of the Seller, and all rights, powers and privileges conferred upon the Interpreter by this contract shall inure to the benefit of his successors and assigns.

Time of Essence.—Time is of the essence of this contract.

Applicable to all Contracts.

IN WITNESS WHEREOF, the Interpreter and the Seller have hereunto set their hands and seals in duplicate

this [illegible] day of [illegible], A. D. 19[illegible].

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

[illegible] (SEAL)
[illegible]
[illegible]

[illegible] (SEAL)
[illegible]
[illegible]

CO-OPERATIVE GOLD PURCHASING AGENCY, INC.
BUREAU OF INDIAN AFFAIRS CONTRACT.

By: [illegible]
Interpreter

As to Interpreter.

As to Seller.

DEEDS

BOOK 110

63F

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

PERSONALLY APPEARED Lewis W. Freeman
(Fill in name of one witness)

and made oath that he saw the within named Wm. J. Ellis, Julian W. Wall & Rudolph E. Carter sign, seal and as his act and deed deliver the above written contract and that he with Maye H. Padgett

(Fill in name of other witness) witnessed the due execution thereof.

SWORN to before me this 4th day of Sept. 19 54

/s/ Lewis W. Freeman
(First witness signs here)

(L. S.) /s/ Ruby Langford

Notary Public for S. C.

STATE OF
COUNTY OF

PERSONALLY APPEARED
(Fill in name of one witness)

and made oath that he saw
(Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that he with

(Fill in name of other witness) witnessed the due execution thereof.

SWORN to before me this
day of 19

(First witness signs here)

(L. S.)

Notary Public for

STATE OF ..... }
COUNTY OF ..... }

PERSONALLY APPEARED ..... (Fill in name of one witness)

and made oath that he saw the within named ..... sign, seal and as his act and deed deliver the above written contract and that he with ..... witnessed the due execution thereof.

..... (Fill in name of other witness)

SWORN to before me this ..... }
day of ..... 19 ..... }

(L. S.) ..... (Print witness signs here)

Notary Public for .....

STATE OF ..... }
COUNTY OF ..... }

PERSONALLY APPEARED ..... (Fill in name of one witness)

and made oath that he saw ..... (Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that he with ..... witnessed the due execution thereof.

..... (Fill in name of other witness)

SWORN to before me this ..... }
day of ..... 19 ..... }

(L. S.) ..... (Print witness signs here)

Notary Public for .....

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Libor 4652 at Page 588 on September 10th, 1951.

/s/ Gerard L. Carroll
Gerard L. Carroll

Sworn to before me this
20th day of October, 1954.

/s/ Catherine L. Purcell
Notary Public

CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

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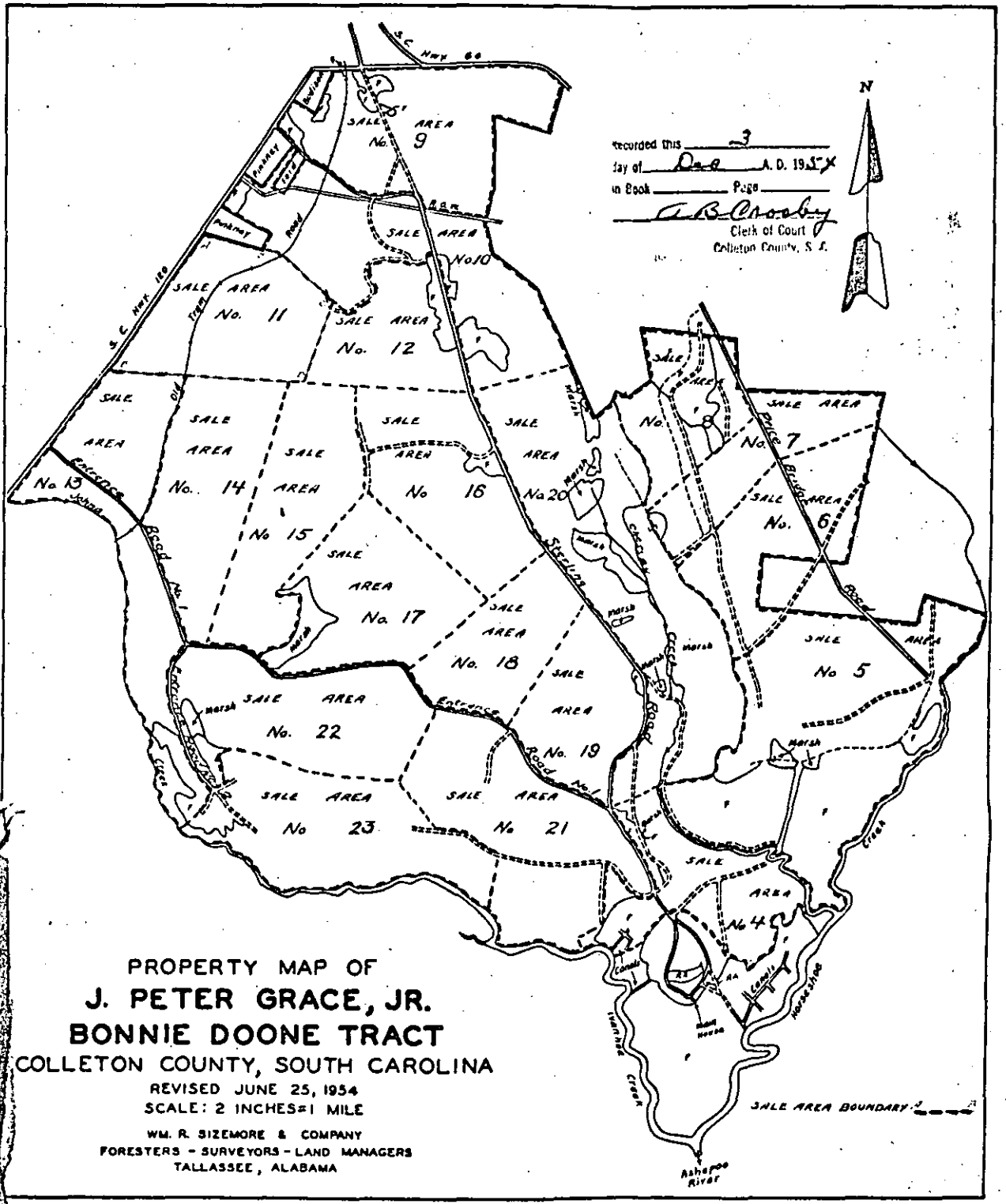
DEEDS

BOOK 110

65



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

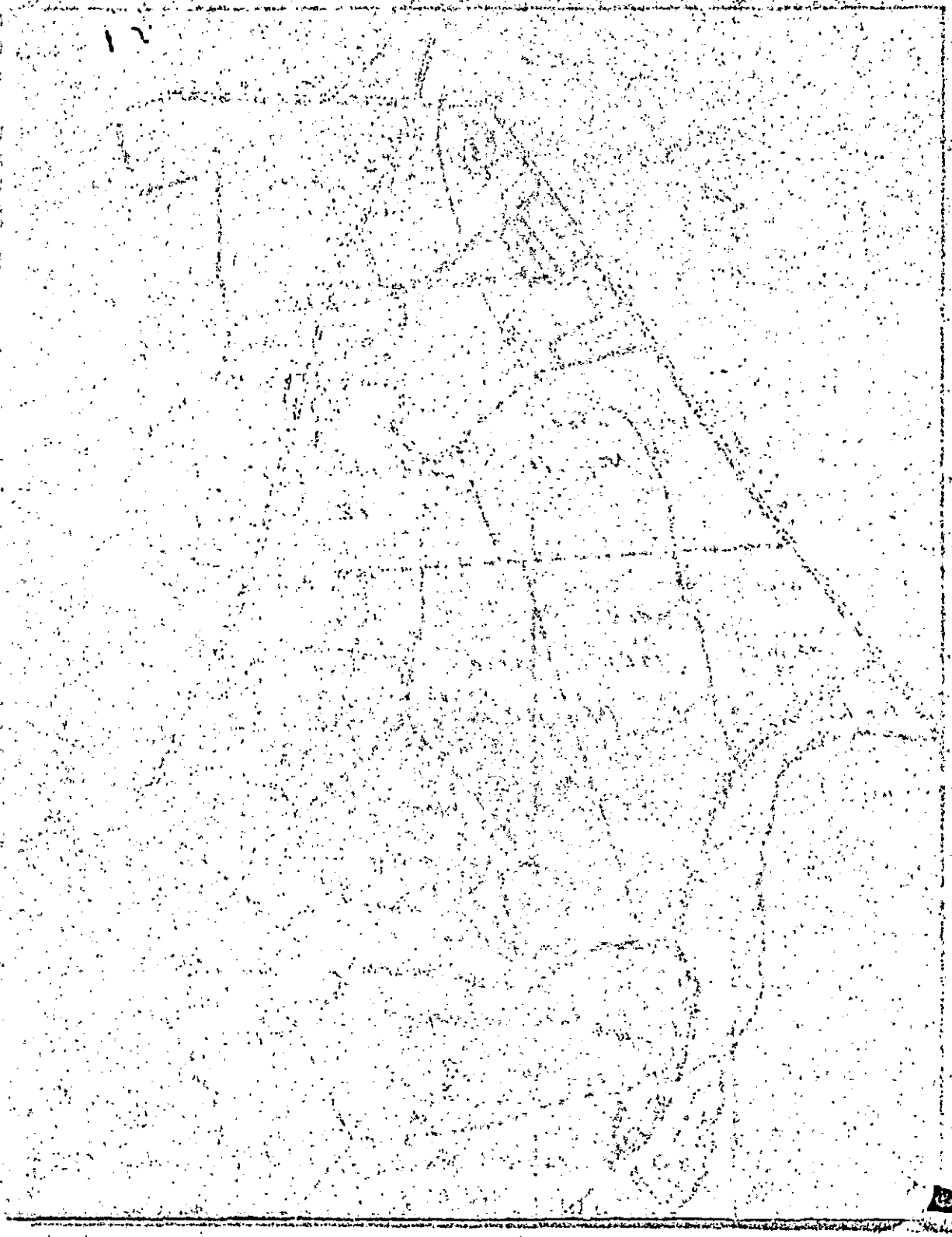
REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA



BOOK 110

(6) 67

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC.,a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr.,whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 11 entered into the 4th day of September, 1954, between J. PETER GRACE, Jr. and WILLIAM J. ELLIS, JULIAN W. WALL and RUDOLPH E. CARTER, CO-PARTNERS, doing business under the firm name of WECAR LUMBER COMPANY of Osborn, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 10th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

DEEDS

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt thereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 11 entered into the 4th day of September, 1954, between J. PETER GRACE, Jr. and WILLIAM J. ELLIS, JULIAN W. WARD and RUDOLPH E. CARTER, CO-PARTNERS, doing business under the firm name of WEGAN LUMBER COMPANY of Osborn, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED & JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
)
day of September 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

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A/d

PERSONALLY APPEARED JOSEPH CHASE

A. H. CASPARY

President JOHN F. WARD

Secretary

MORTON HAMBURG

22nd

September

/s/ Joseph Chase

/s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(7) 69

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 2nd day of September, 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 600 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 13, bounded as follows: On the north between points A-B by a marked line; on the east between points B-C, C-D, D-E, by an old tram road, Entrance Rds. No. 1 and 2; on the southeast between points E-F by a road and marked line; on the southwest between points F-G by Johns Creek; on the northwest between points G-A by SC Highway No. 120

within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable/AS hereinafter defined for sawtimber.

For agreement see Book 115 Page 269
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 2850 MBF pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00 nor more than Twenty Five Thousand dollars ($25,000.00 as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1957. Unless such amounts are changed in writing by the Seller's Agent, at least 1000 MBF

(LEM) (JPG,Jr.) (per M)

Recorded Dec 3 1954

TIMBER SALE CONTRACT

STATE OF _____

COUNTY OF _____

THIS CONTRACT made and entered into in the County of _____, State of _____, this _____ day of _____, 19__, between _____, whose Postoffice address is _____, hereinafter called the "Seller" and _____, a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____, whose Post office address is _____, State of _____, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about _____ acres to be designated on the ground by the Seller's Agent prior to cutting in _____ on the _____ or the _____ or the _____ by the _____ and _____ and _____ and

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shall be cut prior to September 1, 1955; at least 2000 MBF
shall be cut prior to September 1, 1956 ~~at least~~
~~shall be cut prior to~~

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood ~~and cypress~~ timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood ~~and cypress~~ timber, measuring sixteen inches (16) inches in diameter outside bark, twelve (12) inches from the ground may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine ~~or cypress~~ tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine ~~and cypress~~ logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diamoter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)
shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded assembled for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. ~~Upon all logs, ( ) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.~~

6d. ~~Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~ (See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(LEM) (JPG, jr.) (per M)

DEEDS

shall be cut prior to September 1, 1956 ; at least 2000 MBF

shall be cut prior to September 1, 1956 at least

shall be cut prior to

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring sixteen inches (16) inches outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (For Forest (4) Inches Where Bark Shall)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal 6 log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal 6 log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs (_____) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be conducted as to permit scaling to be done economically and the Purchaser agrees that at least (_____) logs shall be made available for scaling at any one time before requesting scaling service.

(See page 2a for Operations 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(LEM) (JEO, Jr.)
(par H)

Holly Hill Lumber Company Sale Area No. 13

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

(LEM) (JPG,Jr.)
(per M)

DEEDS

Holly Hill Lumber Company Sale Area No. 13

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

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(LEM) ... (JPG,Jr.)
(per H)

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. ~~On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut~~, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same ~~number of months next succeeding the date of expiration or termination of this contract.~~ (See page 3a for Section 7e.)

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species and normally ( ) inches for ~~_____~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved. For involved, small butted timber

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and twelve (12) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

~~Slash Disposal.—8. Slash shall be disposed of as follows:~~ (See page 3a for Section 8)

~~Marked or designated trees within ( ) feet of the center line on~~ both sides of all roads shall be felled away from the roads where practicable. The tops of all trees ~~falling~~ within the ( ) foot strip as measured from the ~~center~~ line of all roads shall be lopped so that material ( ) inches and larger will be left not higher than ( ) inches from the ground and material smaller than ( ) inches shall be left not higher than ( ) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than ( ) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at ~~least three (3) feet from standing reserved trees.~~

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Gruber tracts; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed nine hundred dollars ($900.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year. immediately,

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone ~~and Gruber areas.~~ Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7b. As far as practicable all branches of lopping shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct his logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. Undesignated trees which are being [illegible] or which are leaning dangerously toward designated trees to be cut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by the Purchaser, his employees, contractors, or employees of contractors engaged in the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain. PROVIDED, That such payment shall not relieve the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in logs long lists, marked or designated timber broken by careless felling, and any timber merchantably according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein provided shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest in any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the thirty months next succeeding the date of such acceptance, or from the remainder of the sale area during the same [illegible] succeeding the date of expiration of this contract.

7f. Stumps shall be cut as to cause the least practicable waste, and not higher than _____ inches for _____ (_____) inches for _____ and _____ (_____) inches for _____ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps. PROVIDED, That all stumps which [illegible] and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of _____ Dollars _____ Cents ($_____) each. Such payments shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of _____ inches (_____) inches _____ [illegible] and trees

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash [illegible] shall be disposed [illegible]

Marked or designated trees within [illegible] feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the _____ (_____) foot strip as measured from the center line of all roads shall be lopped so that material _____ (_____) inches and larger will be left not higher than _____ (_____) inches from the ground and material smaller than _____ (_____) inches from the ground shall be left not higher than _____ (_____) inches from the ground, in the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than _____ (_____) feet from the center line of all roads in lots of logging. All branches, limbs and tops of pine trees are to be removed to a distance of at least _____ (_____) feet from standing trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting fires with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the timber tracts. PROVIDED, That the foregoing agreement to fight fires without remuneration in any one calendar year, shall not exceed _____ ($_____) AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than _____ (_____) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such days as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and [illegible]

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7e. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL- 8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

(LEM) (JPG,Jr.)
(per M)

DEEDS

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7e. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. ~~The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~ (See page 1a for Section 9c)

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for producing from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets, and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(LEM) (JPG, Jr.)
(per M)

DEEDS

Holly Hill Lumber Company Sale Area No. 13

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. ~~The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.~~ (See page 5a for Section 11a)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. ~~Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered~~ unless made in writing within thirty (30) days of such action to the Seller's Agent. ~~The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale,~~ cutting and removal of the timber covered by this ~~contract.~~ (See page 5a for Section 11d)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. ~~All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.~~

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pavok is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of none ($ none) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Nine thousand dollars ($9,000.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LEM) (JPG,Jr.) (por M)

10. The Interpreter agrees to hold the Seller harmless against all liability which may be incurred or caused by the Interpreter, his employees, contractors and subcontractors in the performance of the interpreting services under this contract. Interpreter shall remove all of the items covered by this contract. Title liability includes also, but is not limited to, any claims which may be caused by the Interpreter to the items covered by this contract or by the use of water courses or overflow.

11. Title to and liability for loss of the items covered by this contract shall pass to the Interpreter upon delivery to the Interpreter's premises. Risk of loss or damage to the items covered by this contract shall remain with the Seller until the Interpreter has completed the interpreting services to the satisfaction of the Seller.

Other Conditions—11. The Seller reserves (1) the right to sell any material not included in this contract from the Seller's premises during the life of this contract; PROVIDED, That such material is shipped to help differentiation from the site upon which during the life of this contract; PROVIDED, That such material is shipped to help differentiation and that the Interpreter's charge to it shall not be more than the cost of each material by carriage the portion plus

(a) Mill site and job location, which must not be located within [illegible] feet of the center line of either side of the Interpreter Road No. 1 and Interpreter Road No. 2 described in Section III of this contract.

11. The Interpreter, his employees, contractors and subcontractors shall not engage in pumping or [illegible] on Bonnie Doone International and including the Canyon where during the period covered by this [illegible] not shall the Interpreter, his employees, contractors and subcontractors have in their possession any [illegible] of any kind whatsoever for the purpose of [illegible] or [illegible] for the subject of any kind or nature.

12. It is mutual that should the Interpreter during the period of this contract cease to use [illegible] or structure or improvement [illegible] to any improvement of any kind or nature and should such [illegible] or structure or improvement [illegible] for the Interpreter then the Interpreter shall pay such taxes which may be assessed thereon for the Seller or in lieu thereof, upon demand of the Seller, the Interpreter shall reimburse the Seller for any taxes [illegible] to the extent of the Interpreter's use of the [illegible] of this contract. or shall terminate the Seller for any taxes which he may be required to pay by reason of such added [illegible] or structure or improvement during such period; but this shall not be construed to require the Interpreter to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(Sgd.) [illegible]
(Sgd.) [illegible]
(Sgd.) [illegible]

Holly Hill Lumber Company Sale Area No. 13

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
(per M)

DEEDS

64H

Holly Hill Lumber Company Sale Area No. 13

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
(per M)

69E

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 19 54

Holly Hill Lumber Company, Inc.

By: /s/ L. E. Miller President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

T. B. Bryant, Jr.

As to Purchaser.

/s/ Daniel D. Chabris

Eleanor C. Harms

As to Seller.

By: /s/ W. J. Colvin Secretary (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

By Thos. T. McDavitt (SEAL)
Seller

Attorney-in-fact

$ 36.44 Doc. Stamps

Determination of Boundary Lines—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 1955.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ [illegible]

T. E. Bryant, Jr.

As to Purchaser.

/s/ [illegible]

[illegible]

As to Seller.

Holly Hill Lumber Company, Inc.

/s/

By: L. S. Miller President

/s/ M. J. Colvin, Jr. (SEAL)
Purchaser

/s/ J. Tabor Bruce, Jr.

By Thos. T. McDavitt (SEAL)
Seller

Attorney-in-fact

69J

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris

Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell

Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS

297

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas P. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris
Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell
Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

D 8K

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG.)

PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd)
day of September A. D., 1954)

/s/ Minnie Mae Bonnette

(L.S.)/s/ T. B. Bryant, Jr.

Notary Public for South Carolina

DEEDS

X78

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG.)

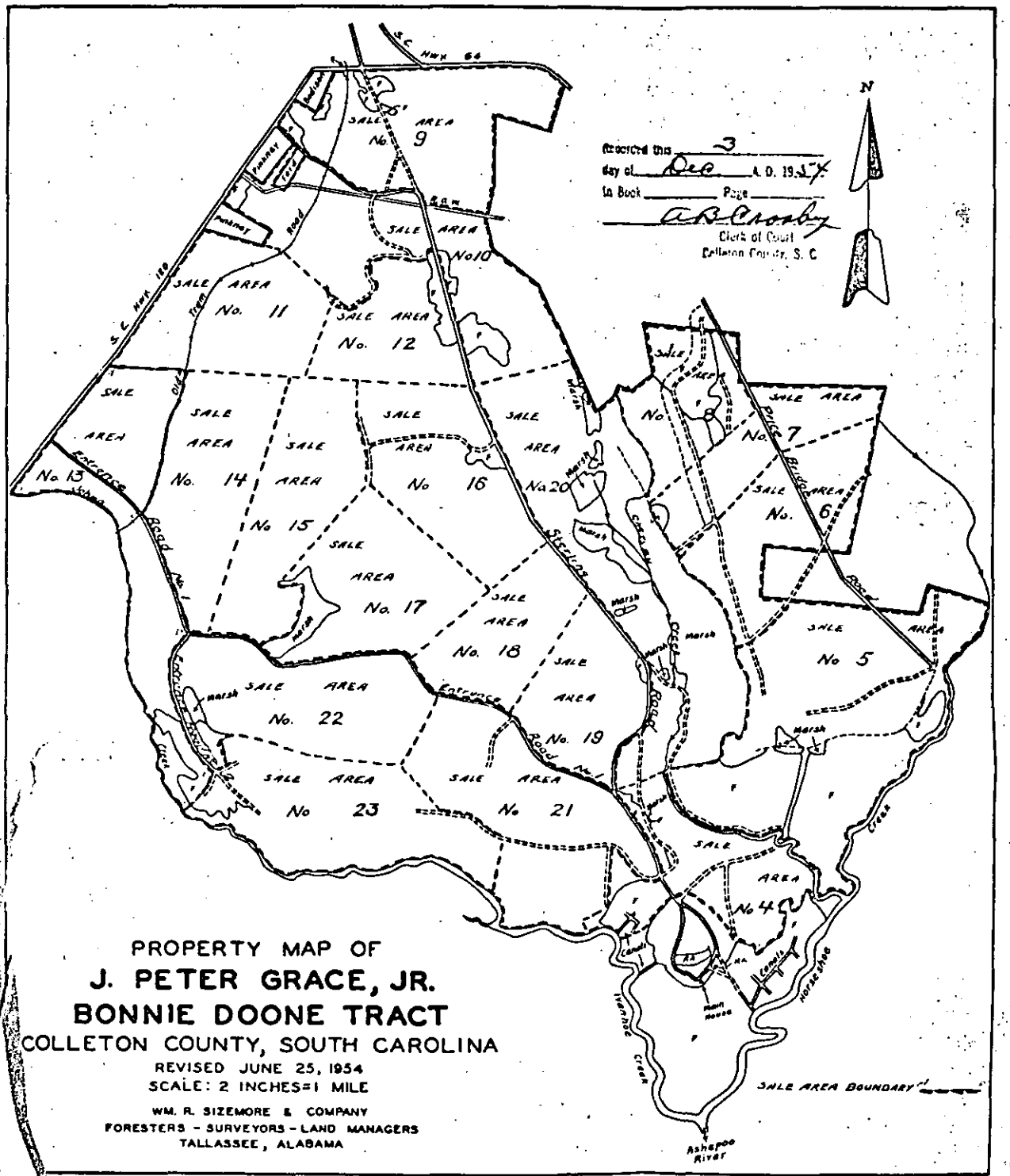
PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd day of September A. D., 1954)

/s/ Minnie Mae Bonnette

(L.S.)/s/ T. B. Bryant, Jr.
Notary Public for South Carolina

71



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA

7:2

(7) 73

ATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs, Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 13 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase
/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY A. H. Caspary
its President

BY John F. Ward
its Secretary

Recorded Dec 3 1954

DEEDS

73

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs, Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 13 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 16th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED

In the Presence of:

/s/ Joseph Chase

/s/ Morton L. Hamburg

ALMAR FOUNDATION, INC.

BY A. H. Caspary
Its President

BY John F. Ward
Its Secretary

Recorded Dec 3 1954

73A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President & and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the Said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this)
)
22nd day of September 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

724

-2-

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he and A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the Said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this
22nd day of September 1954

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(8)

75-

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina this 2nd day of September, 19 54, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 400 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area Number 14, bounded as follows: On the north between points A-B by a marked line; on the southeast between points B-C by a marked line; on the southwest between points C-D by Entrance Road Number 1; on the west between points D-A by an old trail road

within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable/as hereinafter defined for sawtimber.

For agreement see Book 115 Page 271
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 3400 MBF pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1957. Unless such amounts are changed in writing by the Seller's Agent, at least 900 MBF

(LEM) (JPG, Jr. per M.) Recorded Dec 3 195-

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF DORCHESTER }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 22nd day of September, 19 71, between Robert Owens, Jr.,
whose Postoffice address is 7 Hibernia Square, Holly Hill, S. C. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, and having an office and principal place of business at Holly Hill, State of South Carolina,
whose Post office address is Holly Hill, South Carolina,

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows, to wit:

Description of Timber.—1. The Seller hereby agrees to sell and the Purchaser agrees to purchase from an area of about 150 acres to be designated on the ground by the Seller's Agent prior to cutting all the timber in a strip 1½ chains on either side of a line beginning at the Dorchester-Colleton County line on the road known as the Old Jacksonboro Road and running thence Northwardly along said road to the point where the same intersects the Dorchester-Colleton County line, thence Eastwardly along said County line to the point where the same intersects the Old Jacksonboro Road, thence Northwardly along said road to the point of beginning.

within the Bonnie Doone Plantation, and including the Grubbers only, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the regulations and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for Saw Timber.

(Named product to be cut)

The estimated amount to be cut under the methods of marking and description described in Section 4 is 2,000,000 feet, Scribner Rule, Saw Timber, 1,000,000 Cords, Pulpwood, 1,000,000 Cords, Poles, etc., Piling, Telephone,

(Give by species the quantity in proper unit of measure)

more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1972.

Unless such amounts are changed in writing by the Seller's Agent, at least Two Hundred

(SEAL) (WITNESS) Pleasantville Lbr. Co.
(Per)

75A

shall be cut prior to September 1, 1955; at least 2250 MBF
shall be cut prior to September 1, 1956 at least
~~shall be cut prior to~~

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood ~~and cypress~~ timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood ~~and cypress~~ timber, measuring sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine ~~or cypress~~ tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine ~~and cypress~~ logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be ~~piled~~ or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct. assembled

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

~~6c. Upon all logs ( ) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.~~

~~6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~

(See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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shall be cut prior to ____September 1, 1956____; at least ____250 per____

shall be cut prior to ____September 1, 1956____ at least ____

which be cut prior to ____

Marking.—6. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P (/)" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood sawtimber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, may be designated by a paint spot on all the live hardwood sawtimber ____ timber, measuring ____ (____) inches or more in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. ____ (or 4½ inches above butt swell)

Merchantability.—7. Any pine sawtimber tree which in the judgment of the Seller's Agent, contains one or more logs ____ (____) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting. Any hardwood tree which, in the judgment of the Seller's Agent, contains one or more logs ____ (____) feet in length and is otherwise merchantable and lumberand is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. ____ "Sawtimber"

8a. All pine sawtimber logs are merchantable which are not less than ____ eight ____ (__8__) feet long, at least ____ eight ____ (__8__) inches ____ in diameter inside bark at the small end and after deduction for defect scale ____ twenty-five ____ (__25__) percent of their gross scale; PROVIDED, That no log of those species scaling less than ____ five ____ (__5__) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than ____ eight ____ (__8__) feet long, at least ____ twelve ____ (__12__) inches in diameter ____ inside ____ bark at the small end, and after deductions for defect scale ____ twenty-five ____ (__25__) percent of their gross scale; PROVIDED FURTHER, That no log of those other species scaling less than ____ four ____ (__4__) board feet shall be considered merchantable; and PROVIDED FURTHER, That

warm Indian, fire and insect, sound logs, chunk, snags, split, etc.

shall not be regarded as defects. (Same of defects for which deductions will not be made in scaling)

Passage of Title; Scaling.—8. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or yarded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct. ~~Measured~~

8a. Tree and cut-tree shall be scaled by the ____Scribner Decimal C____ log rule, at the small end on the average diameter ____inside____ bark taken to the nearest inch. Hardwood logs shall be scaled by the ____Scribner Decimal C____ log rule, at the small end on the average diameter ____inside____ bark taken to the nearest inch.

8b. The maximum scaling lengths of sawlogs shall be ____sixteen____ (____16____) feet; provided, however, that a greater length will be scaled as two or more logs; all as nearly the same length in multiples of two feet as practicable.

8c. Upon sale, logs ____ (_____) inches shall be allowed for trimming; logs overrunning the specified trimming allowance shall be scaled to the next two tenths.

8d. Logging operations shall be prosecuted [illegible] ____ (_____) logs shall be made available for Purchaser's use before requesting scaling service.

8e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

(See page 2a for Sections 8e and 8f.)

Logging.—9. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

9a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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Holly Hill Lumber Company Sale Area No. 14

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

(LEM) (JPG,Jr.)
(per M)

DEEDS

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Holly Hill Lumber Company Sale Area No. 14

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

75c

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. ~~On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut~~, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same ~~number of months next succeeding the date of expiration or termination of this contract~~. (See page 3a for Section 7e)

7f. Stumps shall be cut so as to cause the least practicable waste, and not ~~higher than~~ normally twelve (12) inches for all species and ~~_____~~ (_____) inches for ~~_____~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved. or involves swell butted timber

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and twelve (12) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

~~Slash Disposal.—8. Slash shall be disposed of as follows:~~ (See page 3a for Section 8)

~~Marked or designated trees within _____ (_____) foot of the center line on~~ both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the _____ (_____) foot strip as measured from the center line of all roads shall be lopped so that material _____ (_____) inches and larger will be left not higher than _____ (_____) inches from the ground and material smaller than _____ (_____) inches shall be left not higher than _____ (_____) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than _____ (_____) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at ~~least~~ three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Gruber tracts; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed One Thousand Dollars ($1,000.00); ~~and~~ accordingly AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and Gruber areas. Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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Holly Hill Lumber Company Sale Area No. 14

7c. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

(LEM) (JPG, Jr.)

per M.)

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Holly Hill Lumber Company Sale Area No. 14

7e. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or non-removal involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

Page 3a.

(LEM) (JPG, Jr.)

por H.)

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. ~~The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~ (See agreement for section 9c)

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(LEM) (JPG, Jr. per H.)

DEEDS

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Holly Hill Lumber Company Sale Area No. 14

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 6- Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(LEM) (JPG, JR. per M.)

DEEDS

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Holly Hill Lumber Company Sale Area No. 14

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8- Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

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(LEM) (JPG, JR.)
(per M.)

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. ~~The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.~~ (See page 5a for Section 11a)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. ~~Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered~~ unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract. (See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pavek is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Ten Thousand Dollars ($10,000.00) As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LEM) (JPG, Jr. por M.)

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within [illegible] ([illegible]) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser. (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent. (See page 5a for Section 11a)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

(See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, [illegible] is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of [illegible] ($[illegible]) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of [illegible] ($[illegible]) As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

75H

Holly Hill Lumber Company Sale Area No. 14

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
(per M)

DEEDS

754

Holly Hill Lumber Company Sale Area No. 14

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

5a

(LEM) (JFG, Jr.)
(per M)

751

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 1954.

Holly Hill Lumber Company, Inc.

By: /s/ L. E. Miller, President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnetto

/s/ T. B. Bryant, Jr.

As to Purchaser.

By: /s/ W. J. Colvin, Secretary (SEAL)
Purchaser

/s/ Daniel D. Chabris

/s/ Eleanor C. Harms

As to Seller.

/s/ J. Peter Grace, Jr.
by Thos. F. McDevitt (SEAL)
Attorney-in-fact

S C Doc Stamp # 39.04

DEEDS

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris

Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Office
Commission expires March 30, 1955

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas P. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 1652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris
Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell

Catherine L. Purcell
Notary Public, State of New York
No. 24-3171500
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Office
Commission expires March 30, 1955

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG.)

PERSONALLY APPEARED MINNIE MAE BONNETTE who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd)
)
day of September A. D. 1954)

/s/ Minnie Mae Bonnette

(L.S.) /s/ T. B. Bryant, Jr.
Notary Public for South Carolina

(LEM)

STATE OF NORTH CAROLINA)
COUNTY OF CHEROKEE)

KNOW ALL MEN BY THESE PRESENTS

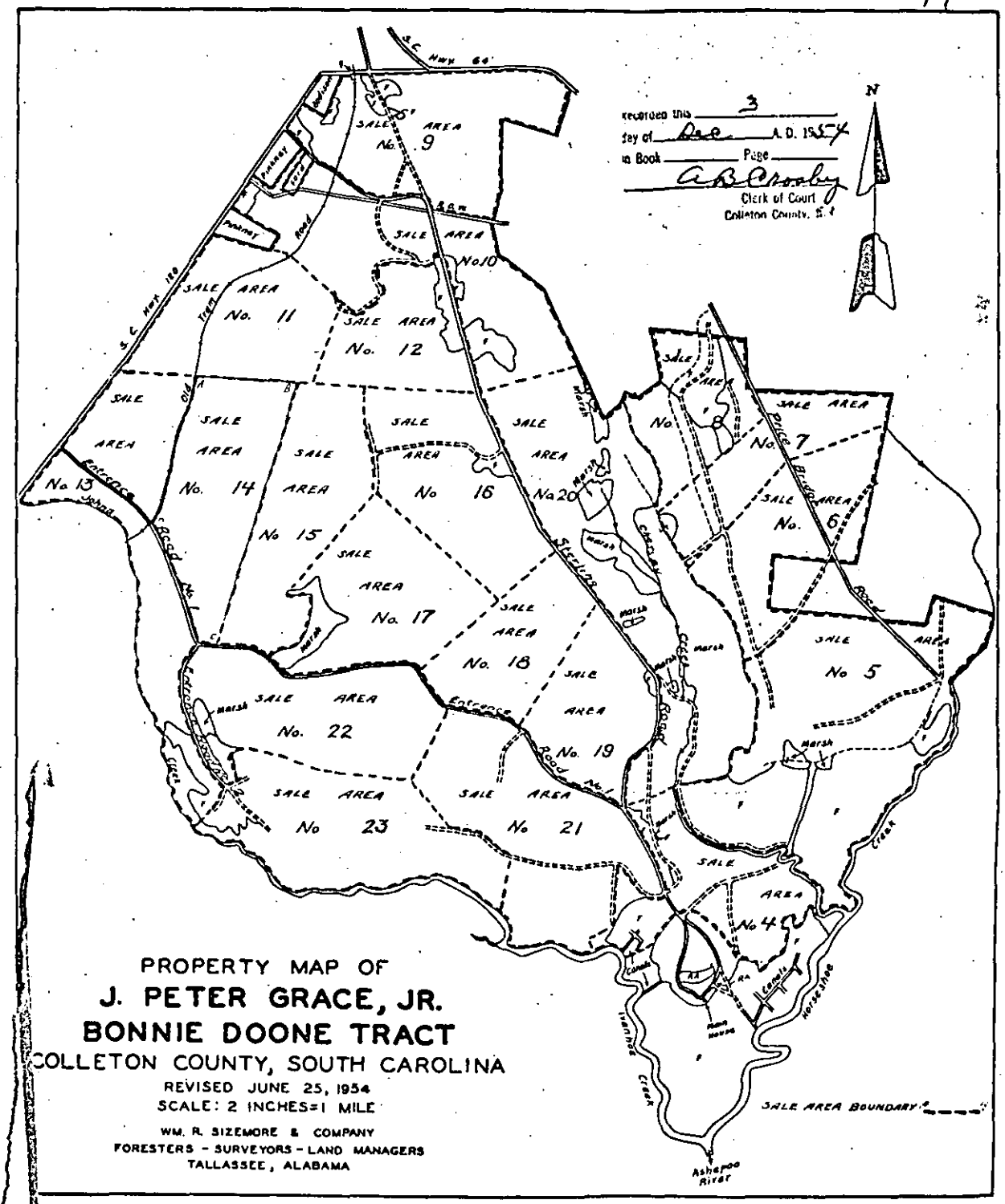
that _____, a _____ corporation, party of the first part, for and in consideration of the sum of _____ Dollars ($_____) to it paid by _____, party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said party of the second part, _____ heirs and assigns, all that certain lot or parcel of land situate in _____ Township, Cherokee County, North Carolina, and more particularly described as follows:

_____

_____

_____

77



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

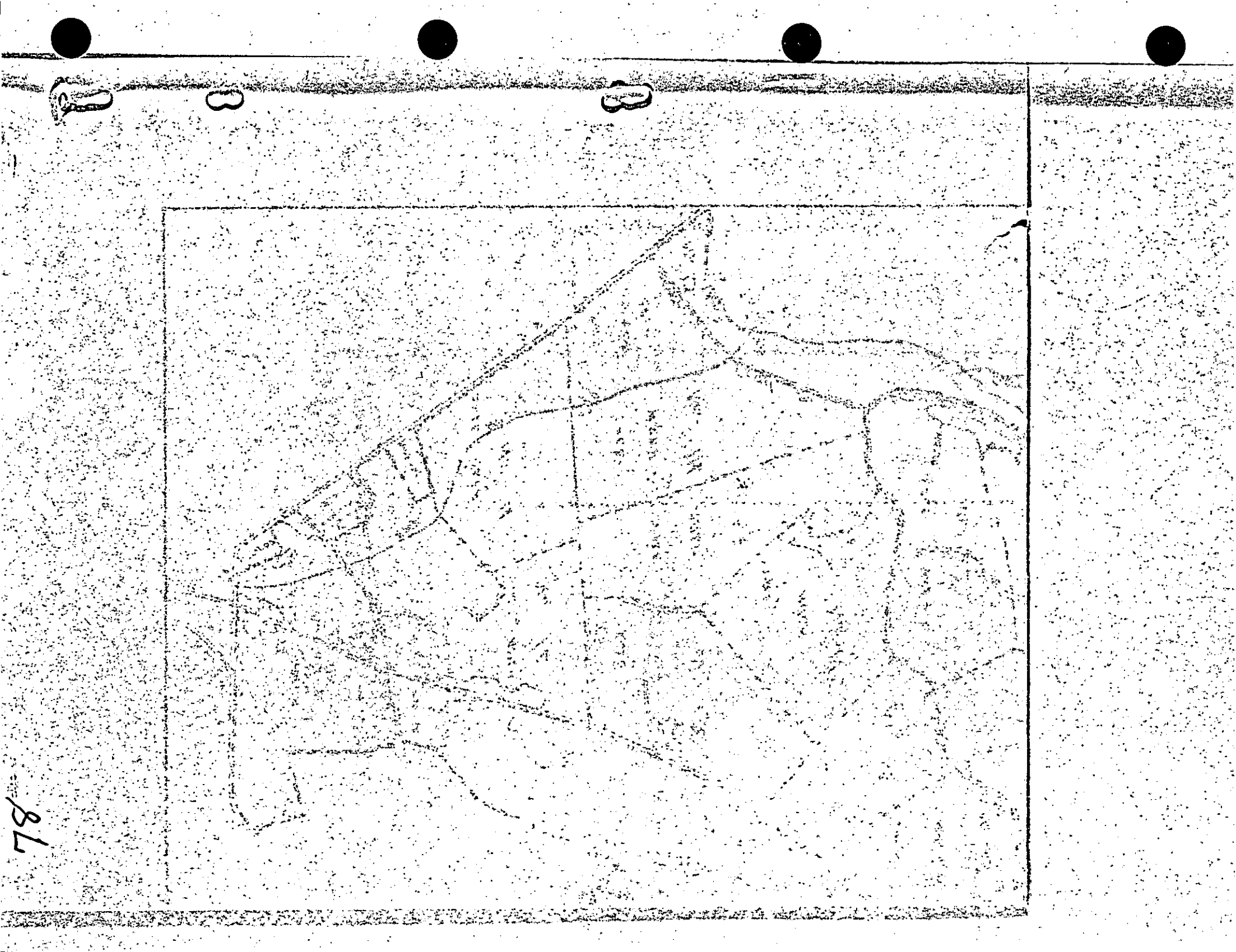
REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA



(8) 79

STATE OF SOUTH CAROLINA)

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC.,a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N.Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 14 entered into the 2nd day of September, 1954, between J. PETER Grace, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
its President

BY /s/ John F. Ward
its Secretary

Recorded Dec 3 1954.

DEEDS

(3)

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N.Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 14 entered into the 2nd day of September, 1954, between J. PETER Grace, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

79A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this)
)
22nd day of September 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

A86

-2-

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. Deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this
22nd day of September 1954

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

(9) 81

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 2nd day of September, 1954, between J. Peter Graco, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 450 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 15 bounded as follows: On the north between points A-B by a marked line; on the east between points B-C, C-D, D-E, E-F, by marked lines, a woods road and the west edge of a marsh; on the south between points F-G by Entrance Road No. 1; on the west between points G-A by a marked line,

within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

For agreement see Book 115 Page 273
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 2775 MBF pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty-Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1957. Unless such amounts are changed in writing by the Seller's Agent, at least 775 MBF

(LEH) (JPG, Jr.)
(per M)

Recorded Dec 3 1954

DEEDS

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 2nd day of September, 1954, between J. Peters Grace, Jr., whose Postoffice address is 7 Wesley Square, New York 5, N. Y., hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 450 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 15 bounded as follows: On the north between points A-B by a marked line; on the east between points B-C, C-D, D-E, E-F, by marked lines, a woods road and the west edge of a marsh; on the south between points F-G by Bridgeman Road No. 1; on the west between points G-H by a marked line,

within the Bonnie Doone Plantation, and including the Grubber tracts as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for [illegible].

[illegible]

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 4775 [illegible] pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,

(Give by species the quantity in proper unit of measure)

more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty-Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before [illegible]

Unless such amounts are changed in writing by the Seller's Agent, at least [illegible]

(LAW) (JES, Jr.)
(PAR N)

81A

shall be cut prior to September 1, 1955; at least 1775 MBF
shall be cut prior to September 1, 1956 ~~at least~~
~~shall be cut prior to~~

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood ~~and cypress~~ timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood ~~and cypress~~ timber, measuring sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine ~~and cypress~~ tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine ~~and cypress~~ logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)
shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be ~~piled~~ or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct. assembled

6a. Pine ~~and cypress~~ shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

~~6c. Upon all logs ( ) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.~~

~~6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~

(See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the aren left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(LEM) (JPG, Jr. (per M)

shall be cut prior to ____ ; at least ____

shall be cut prior to ____ ; at least ____

shall be cut prior to ____

Marking.—1. Live pine timber shall be marked for cutting by blazing below stump height and stamping "T (I" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood ~~marking~~ timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood ~~marking~~ timber, measuring ____ (____) inches ____ (____) inches ____ (____) inches

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Holly Hill Lumber Company Sale Area No. 15

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

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(per M)

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Holly Hill Improv. Company

(Seal)

(Seal)

(Seal)

81C

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract. (See page 3a for Section 7e.)

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than normally twelve (12) inches for all species and ( ) inches for ~~species~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved. For involves swell butted timber

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and twelve (12) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

~~Slash Disposal. 8. Slash shall be disposed of as follows:~~ (See page 3a for Section 8)

~~Marked or designated trees within ( ) feet of the center line on~~ both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the ( ) foot strip as measured from the center line of all roads shall be lopped so that material ( ) inches and larger will be left not higher than ( ) inches from the ground and material smaller than ( ) inches shall be left not higher than ( ) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than ( ) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Gruber tracts; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed Seven hundred and fifty ($750.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year. Immediately

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and Gruber areas. Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

(L.M) (JPG, Jr. por M.)

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct his logging and other operations in a workmanlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operations permitted hereunder any seedlings or trees not designated hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. The Purchaser shall not pile or deposit any slash, debris or other refuse resulting from his operations on any standing trees or on any uncut timber, except as may be unavoidable.

7f. Stumps shall be cut so as to reduce the total practicable waste, and no higher than _____ inches for _____ and _____ inches for _____.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of _____ inches for _____, on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps THEREVIDED, That all stumps which are not in accordance herewith and which should have been cut in the judgment of the Seller's Agent within the time above provided for such cutting, may be cut by the Seller's Agent at the rate of _____ ($ _____) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7h. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of _____ inches for _____ (Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal—8. Slash shall be disposed of as follows: _____

Marked overhanging trees within _____ feet of the centre line of _____ shall be felled away from the roads where practicable. The tops of all trees falling within both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the _____ feet strip on each side of the centre line of _____ shall be lopped so that material _____ (_____) inches from the ground and material smaller than _____ (_____) inches from the ground shall be left not higher than _____ inches from the ground in the direction of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than _____ (_____) feet from the centre line of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least five (5) feet from standing reserved trees.

Fire Precaution—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Dominion Timber Limits. Provided, however, that the maximum expenditure for fire fighting without remuneration by the Purchaser, including the Crown reserve, shall not exceed _____ ($ _____) ASSESSED PURCHASE PRICE PER THEREOF, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than _____ men for fighting fires within the area above described, and any employee furnished shall be relieved from fire fighting as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Dominion Timber and Crown reserves.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of burning and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7c. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

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7c. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

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(LEM) (JPO, Jr.)
(per M)

8/E

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. ~~The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~ (See page 4a for Section 9c)

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~ and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(LEH) (JPG, Jr.)
(per M.)

DEEDS

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and rear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(LEM) (JPG, Jr.)
(per M.)

DEEDS

817

Holly Hill Lumber Company Sale Area No. 15

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 6-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

Page 4a

(LEM) (JFC, Jr.)
(per M.)

816

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

~~11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.~~ (See page 5a for Section 11a)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

~~11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered~~ unless made in writing within thirty (30) days of such action to the Seller's Agent. ~~The~~ decision of the Seller's Agent shall be final in the ~~interpretation of the provisions~~ governing the sale, cutting and removal of the timber covered by this ~~contract.~~ (See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

~~11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.~~

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawok is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Seven Thousand five hundred ($ 7,500.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, ~~and including the Gruber tracts~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LEH) (JPG, Jr.) (per H.)

81H.

Holly Hill Lumber Company Sale Area No. 15

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
(per H.)

DEEDS

S.H.

Holly Hill Lumber Company Sole Year No. 15

Page 15

(Seal) (Sec. 24.) (M.L.)

...ation for the Seller.

...ation made pursuant to any application made pursuant hereto. It is the duty of the Seller to deliver a fully executed copy of the Contract to the Purchaser promptly after the Contract shall become effective. The Seller shall not be obligated to perform any of its obligations under the Contract unless and until the Purchaser shall have delivered to the Seller a fully executed copy of the Contract.

...Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in the Contract, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of the Contract.

...Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

...Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Any action brought concerning the transactions contemplated by the Contract shall be brought only in the state courts of New York or in the federal courts located in the State of New York, County of New York. The parties hereto hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purposes of any such action. In the event that any provision of the Contract or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the Contract shall remain in full force and effect and the parties hereto shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties and the economic benefit to the parties of the illegal, void or unenforceable provision.

...Contract, the Purchaser and the Seller shall execute and deliver such additional documents and instruments and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of the Contract and the transactions contemplated thereby.

...Contract, the Seller shall not be obligated to expend any money or incur any liability in connection therewith, but the Purchaser may, at its sole option and expense, elect to remove any objections to title or any other matters affecting the Premises which the Seller is unable or unwilling to remove, and the Seller agrees to use reasonable efforts to remove the same during the period from the date of the Contract to the Closing Date; provided, however, that the Seller shall not be required to bring any action or proceeding or otherwise to incur any expense to render title to the Premises marketable, except as hereinafter provided. The Seller shall have the right to adjourn the Closing Date for a period not to exceed thirty (30) days in order to remove any objections to title, provided that the Seller shall give written notice thereof to the Purchaser on or before the Closing Date, time being of the essence with respect to the Seller's obligation to deliver title to the Premises subject only to the Permitted Exceptions and such other matters as the Purchaser has agreed to accept hereunder. The Seller shall not be obligated to bring any action or proceeding to remove any objections to title other than liens for monetary encumbrances which can be discharged by the payment of a liquidated sum of money (collectively, "Monetary Liens"), except that the Seller shall be obligated to discharge Monetary Liens affecting the Premises at the Closing. The Purchaser shall not be entitled to any abatement of the Purchase Price or credit against the Purchase Price on account of any objections to title or any other matters affecting the Premises which the Seller is unable or unwilling to remove, and the Purchaser agrees to accept such title as the Seller can convey without abatement of the Purchase Price or credit against the Purchase Price and without any liability on the part of the Seller, except as aforesaid.

811

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 19 54.

Holly Hill Lumber Company, Inc.

By: /s/ L. E. Miller, President

By: /s/ W. J. Colvin, Secretary

Purchaser

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

/s/ T. B. Bryant, Jr.

As to Purchaser.

/s/ J. Peter Grace, Jr.

By: Thos. F. McDevitt (SEAL)

Seller

Attorney-in-fact

/s/ Daniel D. Chabris

/s/ Eleanor C. Harms

As to Seller.

$c Doc Stamp # 29.70

DEEDS

812

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 19 54.

Rally Hill Lumber Company, Inc.

By /s/ L. E. Miller, President

Purchaser

/s/ J. Peter Grace, Jr.

By Thos. F. McCarthy (SEAL)

Seller

Attorney-in-Fact

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ Minnie Mae Pomatto

/s/ T. E. Bryant, Jr.

As to Purchaser.

/s/ Daniel D. Chabrie

/s/ Elsie C. Hanna

As to Seller.

Rec Stamp # 2970

.81.J

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorneyp in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris

Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell

Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks, N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS

T.18.

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris

Daniel D. Chabris

Sworn to before me this

9th day of September, 1954.

/s/ Catherine L. Purcell

Notary Public

Catherine L. Purcell
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No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks, N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Co. sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T1 B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd)
)
day of September A. D. 1954)

/s/ Minnie Mae Bonnette

(L.S.) /s/ T. B. Bryant, Jr.
Notary Public for South Carolina

DEEDS

822

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

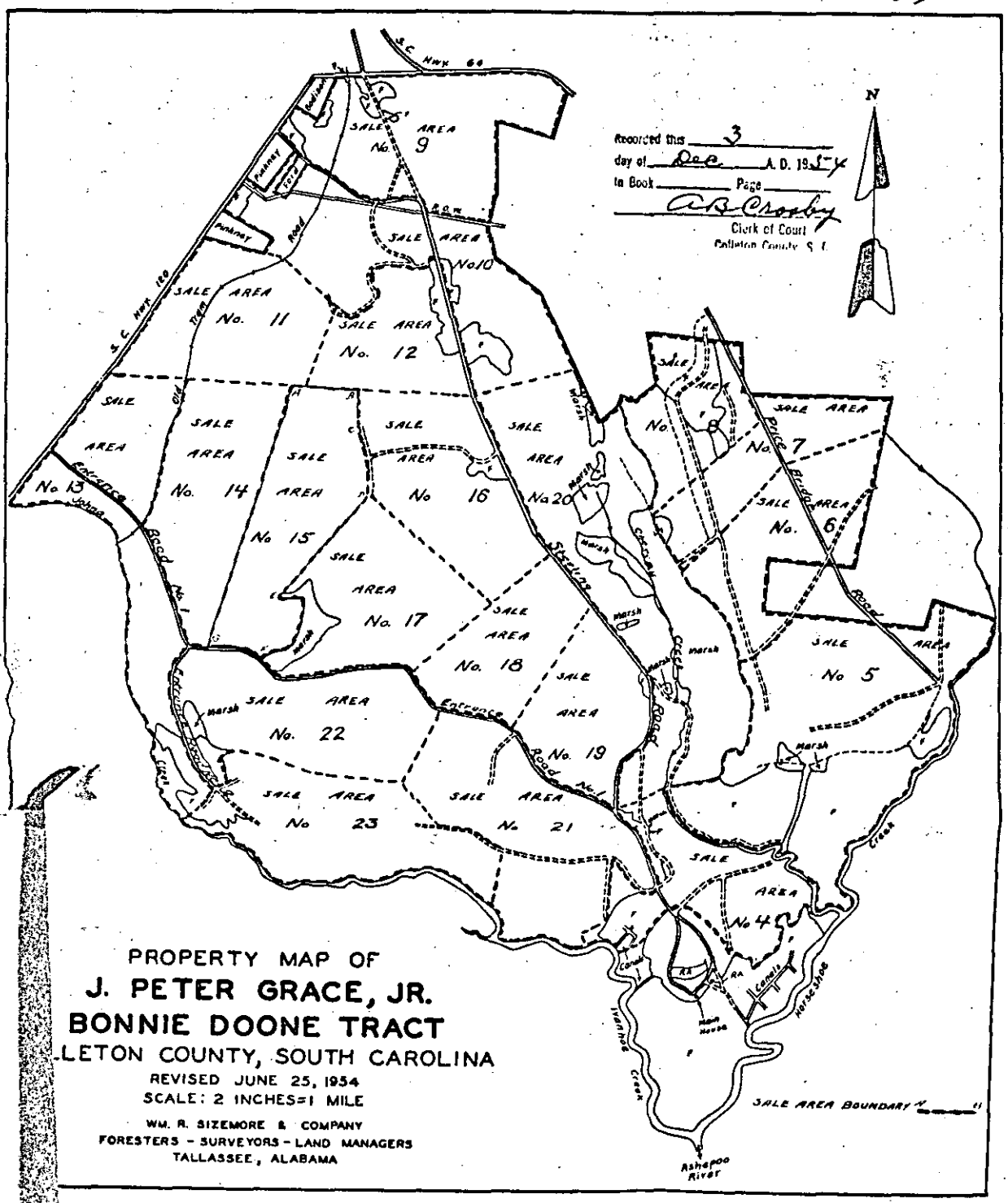
PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Co. sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd day of September A. D. 1954.

/s/ Minnie Mae Bonnette

(L.S.) /s/ T. B. Bryant, Jr.
Notary Public for South Carolina

83



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

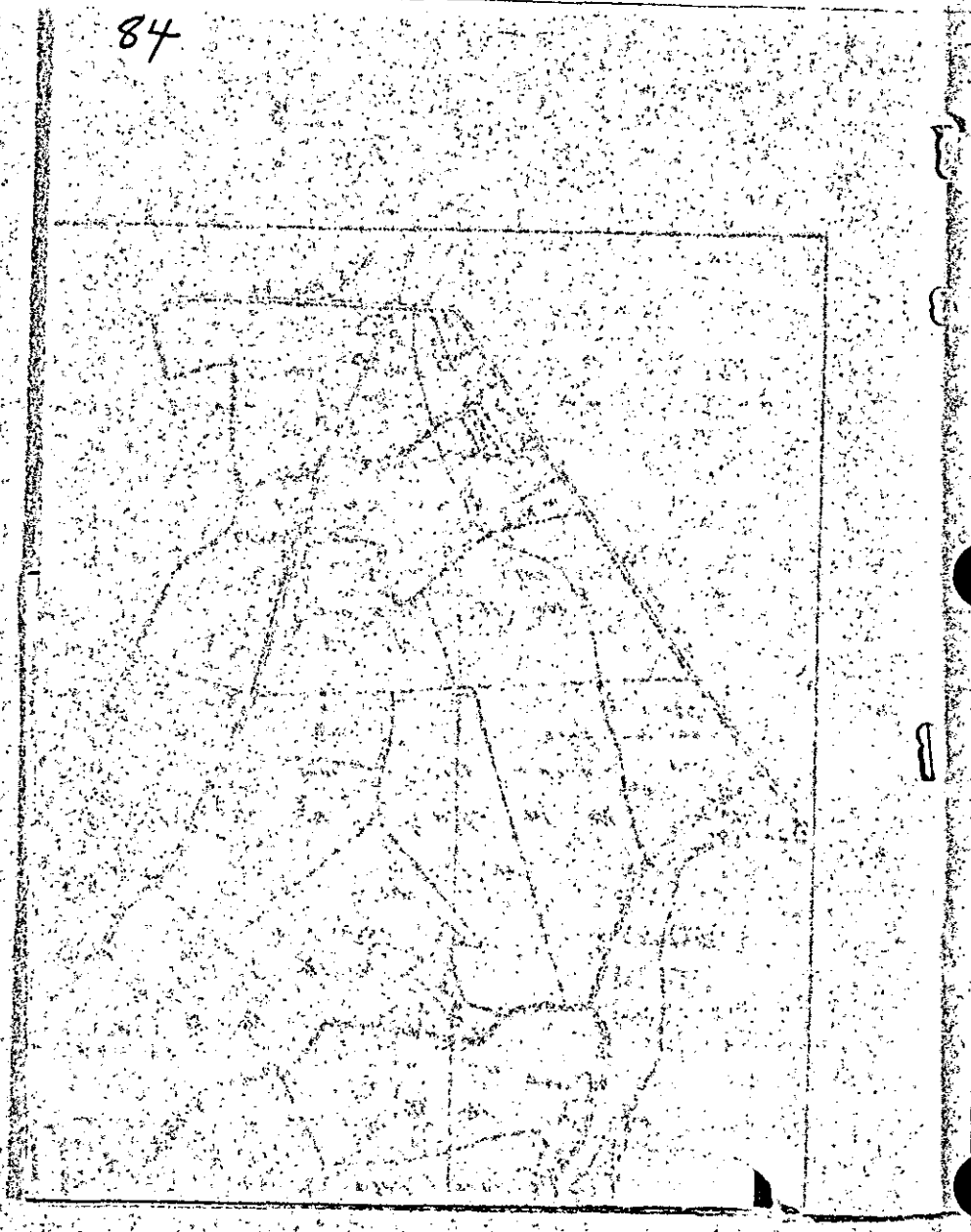
SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA

84



(F) 85

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 15 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John P. Ward
Its Secretary

Recorded Dec 3 1954.

Recorded Aug 3 1972

In the Presence of:	Wilmar Foundation, Inc.
Joseph Chase	By: A. H. Chapery
Norton I. Hampton	Its President
Richard Grafton & Deliverbed	By: John W. Hard
	Its Secretary

Be hereto affixed, this 2nd day of September 1972.

Release to be duly executed by its proper officers, and its corporate seal to

IN WITNESS WHEREOF WILMAR FOUNDATION, INC. has caused this

Collision County in Book of Mortgages 90, Pages 191-208.

day of January, 1972, and recorded in the office of the Clerk of Court for

from the said T. PETER CHACE, Jr., to WILMAR FOUNDATION, INC., dated the 1950

Caroline, Molly Clear, Freed and discharged from the lien of the Mortgage

having its principal office and post office address at Holly Hill, South

organized and existing under the laws of the State of South Carolina and

Steen T. PETER CHACE, Jr. and HOLLY HILL PARKER CHAPPEY, INC., a corporation

street for Sale Area No. 15 entered into the 2nd day of September, 1950, de-

all and singular the timber mentioned and described in the timber sale com-

onto the said T. PETER CHACE, Jr., his Executors, Heirs and Assigns, forever,

and discharged and by these presents do remise, release and forever discharge

York, N. Y., the receipt whereof is hereby acknowledged, have remised, released

by T. PETER CHACE, Jr., whose post office address is 1 Hanover Square, New

Broad Street, New York, N. Y., for valuable consideration to it in hand paid

and having its principal office and post office address at Room 1519, 20

a corporation organized and existing under the laws of the State of New York

KNOW ALL MEN BY THESE PRESENTS THAT WILMAR FOUNDATION, INC.,

STATE OF SOUTH CAROLINA

82

DEEDS

854

-2-

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN P. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd day of September 1954

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

BOOK 110

(40) Recorded this 87
day of A. D. 19
in Book Page

Clerk of Court
Colleton County, S. C.

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 2nd day of September, 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 325 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area Number 18, bounded as follows: On the northeast between points A-B by Sterling Road; on the southeast between points B-C by a marked line; on the southwest between points C-D by Entrance Road Number 1; on the northwest between points D-A by a marked line

within the Bonnie Doone Plantation, ~~and including the Graber tracts~~, as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

For assignment see Book 115 Page 275
(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 2350 MBF pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory,
(Give by species the quantity in proper unit of measure)
more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1957. Unless such amounts are changed in writing by the Seller's Agent, at least 750 MBF

(LS) (JPG, Jr.)
per H

Recorded Dec 3 1954

87A

shall be cut prior to September 1, 1955 ; at least 1550 MBF
shall be cut prior to September 1, 1956 ; at least
~~shall be cut prior to~~ ~~; at least~~

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P O" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of three other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)
shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be ~~piled~~ assembled for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and ~~cypress~~ shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

~~6c. Upon all logs ( ) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.~~

~~6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~

(See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(L&M) { JPG,Jr. / per M }

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Holly Hill Lumber Company Sale Area No. 18

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

(LSM) (JPO, Jr.
(per M.)

DEEDS

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Kelly Hill Lumber Company Sale Area No. 18

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; [illegible], that logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

Page 2a.

(LMK) (JPC, Jr.)
(per N.)

87C

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. ~~On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut,~~ and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation therefor if it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same ~~period of months not exceeding the date of expiration or termination of this contract.~~ (See page 3a for Section 7e.)

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species and ~~_____~~ inches for ~~_____~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are found for circumstances herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of ~~_____~~ ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and twelve (12) inches for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

~~Slash disposal, as above, shall be disposed of as follows:~~ (See page 3a for Section 8.)

~~Marked or designated trees within _____ (_____) feet of the center line of~~ both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the ~~_____~~ (~~_____~~) foot strip as measured from the center line of all roads shall be lopped so that material ~~_____~~ (~~_____~~) inches and larger will be left not higher than ~~_____~~ (~~_____~~) inches from the ground and material smaller than ~~_____~~ (~~_____~~) inches shall be left not higher than ~~_____~~ (~~_____~~) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than ~~_____~~ (~~_____~~) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at ~~least three (3) feet from standing uncored trees.~~

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on ~~adjacent~~ areas of the Bonnie Doone Plantation, ~~including the Goulbourne tracts~~: ~~provided that the total expenditure for fire fighting remuneration~~ in any one calendar year, shall not exceed ~~_____~~ ($~~_____~~); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in ~~extreme~~ emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than ~~_____~~ (~~_____~~) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone ~~Plantation~~.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

(LLH) (JPG, Jr. per K.)

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Holly Hill Lumber Company Sale Area No. 18

7e. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL.-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

(LHM) (JPG, Jr. per M.)

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Holly Hill Lumber Company Sale Area No. 16

7a. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, or the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL-8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

(LEN) (JPO, Jr.)
per M.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent. (See para 1a for insertion 9c)

9d. No camp refuse or slash or other debris such as that resulting from the clearing around camps or on the right-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

(L324) (JFG, Jr. por H.)

BOOK 110

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Holly Hill Lumber Company Sale Area No. 18

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(L:M) (JPG, Jr. per M.)

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area duting the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent. (See page 5a for Section 11a.)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

(See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of sealed timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract, PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawok is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Five Thousand ($ 5,000.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the timber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employers of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LS) (JPG, Jr. / por M.)

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Holly Hill Lumber Company Sale Area No. 18

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPO, Jr.)
(per H.)

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Holly Hill Lumber Company Sale Area No. 16

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

Page 5a

(LEM) (JPG, Jr.)
(per M.)

87I

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2 day of September 19 54

Holly Hill Lumber Company, Inc.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

/s/ T. D. Bryant, Jr.

As to Purchaser.

/s/ Daniel D. Chabrie

/s/ Eleanor C. Harms

As to Seller.

By: /s/ L. E. Miller, President

By: /s/ W. J. Colvin, Secretary (SEAL)
Purchaser

/s/ J. Peter, Grace, Jr.

By: Thos. P. McDevitt (SEAL)
Seller

Attorney-in-fact

SC Doc Stamps $ 31.16

Determination of Boundary Lines—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 3 day of [illegible] 19[illegible]

Dolly Hill Lumber Company, Inc.

By: /s/ [illegible] Prosident

By: /s/ [illegible] Secretary

/s/ [illegible] (SEAL)

Purchaser

/s/ [illegible] (SEAL)

Seller

Attorney-in-Fact

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ [illegible]

/s/ [illegible]

As to Purchaser.

/s/ [illegible]

/s/ [illegible]

As to Seller.

87J

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 500 on September 10th, 1951.

/s/ Daniel D. Chabris
Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

/s/ Catherine L. Purcell
Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHAPLIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor O. Harris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4052 at Page 580 on September 10th, 1951.

/s/ Daniel D. Chaplis
Daniel D. Chaplis

Sworn to before me this
9th day of September, 1952.

/s/ Catherine L. Purcell
Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-7171400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Office
Commission expires March 30, 1953

87K

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2)
day of September A. D. 1954)

/s/ Minnie Mae Bonnette

(L. S.) /s/ T. B. Bryant, Jr.
Notary Public for South Carolina

1878

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

PERSONALLY APPEARED Minnie Rae Connelly

who being duly sworn says that she saw L. E. Miller

as President and W. J. Colvin as Secretary of Holly Hill

Lumber Company sign, affix the Corporate Seal and attest the

same and as the act and deed of said Holly Hill Lumber Company

deliver the above written contract, and that she with T. H. Brunson, Jr.

witnessed the due execution thereof.

SWORN to before me this 2)
)
day of September A. D. 1952.)

/s/ Minnie Rae Connelly

(L. S.) /s/ T. H. Brunson, Jr.

Notary Public for South Carolina

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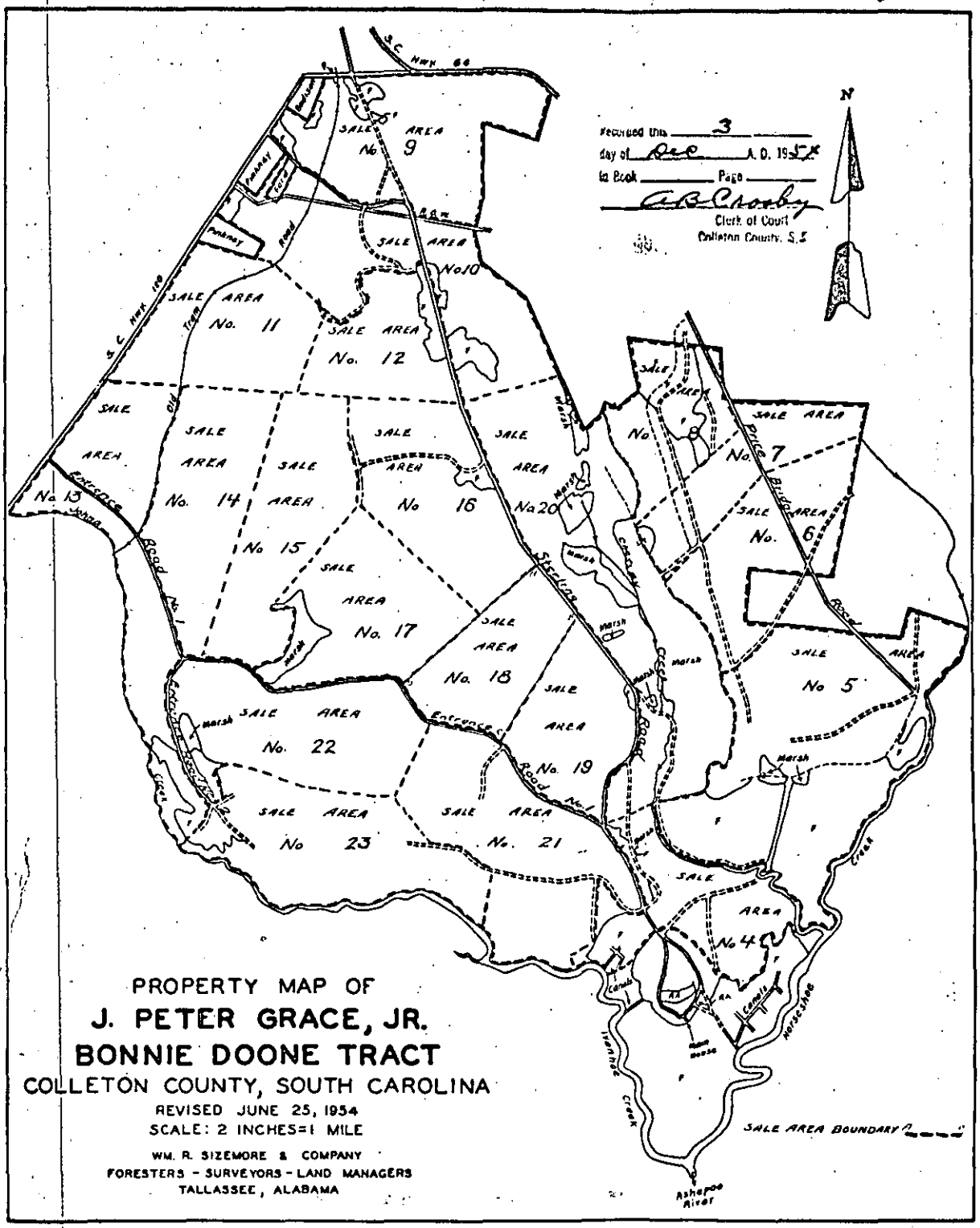
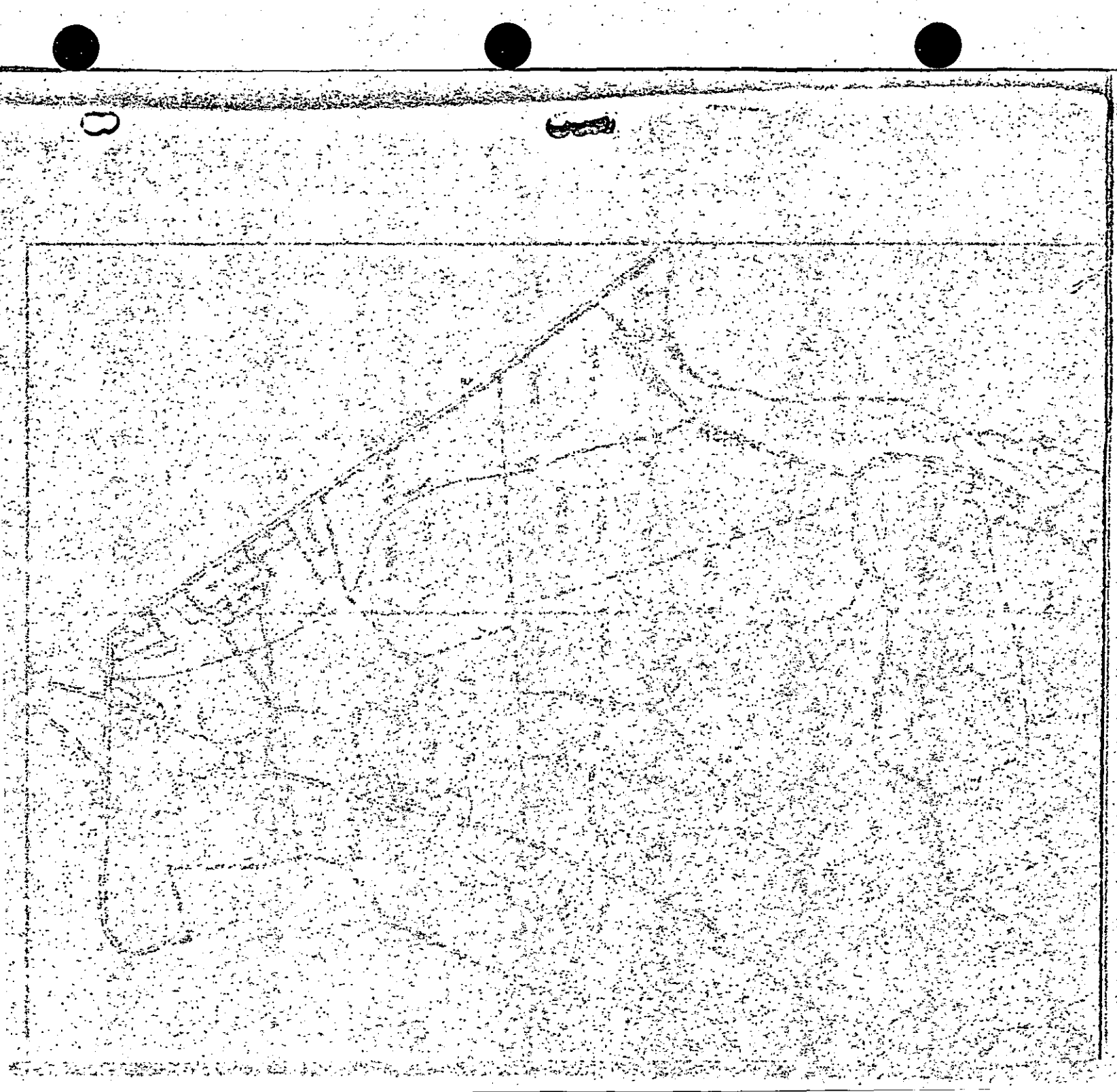


PROPERTY MAP OF
J. PETER GRACE, JR.
BONNIE DOONE TRACT
COLLETON COUNTY, SOUTH CAROLINA
REVISED JUNE 25, 1954
SCALE: 2 INCHES=1 MILE
WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA



(10) 91

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 18 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

(10)

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAH FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 18 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, free and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAH FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAH FOUNDATION, INC. has caused this release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALMAH FOUNDATION, INC.

BY /s/ A. H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 3 1954

9:17A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn days that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
day of September 1954.)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

-2-

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this 22nd)
day of September 1954.)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan September

Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(11)

73

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina this 2nd day of September, 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at ~~xxx~~ Holly Hill, State of South Carolina, whose Post office address is Holly Hill, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 325 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area Number 19, bounded as follows: On the east between points A-B by Sterling Road; on the southwest between points B-C by Entrance Road Number 1; on the northwest between points C-A by a marked line within the Bonnie Doone Plantation, ~~and including the Gruber tracts,~~ as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

For Agreement see Book 113 Page 277

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 2300 MBF pine, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory, more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty-Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1957

Unless such amounts are changed in writing by the Seller's Agent, at least 600 MBF

(LEM) (JPG, JR. per M.) Recorded Dec 3 1954.

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA }
COUNTY OF DORCHESTER }

THIS CONTRACT made and entered into in the County of Dorchester, State of South Carolina, this 2nd day of September, 19[illegible], between J. Peter Graham, Jr., whose Postoffice address is 7 Lawrence Square, Mount Pleasant, S. C., hereinafter called the "Seller" and Holly Hill Lumber Company, Inc., a corporation duly organized and existing under and by virtue of the laws of South Carolina and having its office and principal place of business at Holly Hill, State of South Carolina, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows to wit:

Description of Timber—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about [illegible] acres to be designated on the ground by the Seller's Agent prior to cutting in accordance with Section 10, hereinafter set forth, all the dead timber standing or down and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for [illegible]

(Named product to be cut)

within the Public Dodge Plantation, and including the timber therein as identified designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for [illegible]

The estimated amount to be cut under the methods of marking and designation described in Section 3 is [illegible] more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate Agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand Dollars ($5,000.00) nor more than [illegible] dollars ([illegible]) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before [illegible]

Unless such amounts are changed in writing by the Seller's Agent, at least [illegible]

93A

shall be cut prior to September 1, 1955 ; at least 850 MBF

shall be cut prior to September 1, 1956 ~~at least~~ _____

~~shall be cut prior to~~ _____.

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. / "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least eight (8) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain,

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be ~~piled~~ or skidded / assembled for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. ~~Upon all logs ( ) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.~~

6d. ~~Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least ( ) logs shall be made available for scaling at any one time before requesting scaling service.~~

(See page 2a for Sections 6c and 6d.)

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

(Lmd) (JPG, Jr.)
per M.)

shall be cut prior to _____ at _____ o'clock _____ M.

_____

_____

_____

93B

Holly Hill Lumber Company Sale Area No. 19

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

(LEM) (JPC, Jr.)
por H.)

93B

Holly Hill Lumber Company Sale Area No. 19

6c. Upon all logs, four (4) inches shall be considered as the normal trimming allowance; PROVIDED, That logs overrunning a trimming allowance of six (6) inches shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service. In the event that the rate of logging equals or exceeds 130 to 150 MBF per week and upon request of the Purchaser, the Seller's Agent may furnish full time scaling service during the Purchaser's normal work hours.

Page 2a.

(LEM) (JFO, Jr.)
per M.)

93C

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e.—On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract. (See page 3a for Section 7e.)

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than normally twelve (12) inches for all species and ——— (———) inches for ——— on the side adjacent to the highest ground, except that when this requirement is impracticable, in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved. or involves swell butted timber

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of eight (8) inches for pine and twelve (12) for all other species

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal—8. Slash shall be disposed of as follows: (See page 3a for Section 8.)

Marked or designated trees within ——— (———) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the ——— (———) foot strip as measured from the center line of all roads shall be lopped so that material ——— (———) inches and larger will be left not higher than ——— (———) inches from the ground and material smaller than ——— (———) inches shall be left not higher than ——— (———) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than ——— (———) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Gruber tracts: PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed seven hundred and fifty dollars ($750.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than ——— (———) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and Gruber areas. Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7c. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adjacent cutting tracts make proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7d. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7e. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operations permitted hereunder any seedlings or trees not conveyed hereby. Timber[illegible] or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7f. [illegible] unmarked or undesignated trees which cannot be felled without unnecessarily damaging trees left uncut, and unmarked or undesignated trees which cannot be felled without unnecessarily damaging trees left uncut, and unmarked or undesignated trees which cannot reasonably be felled without

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

(See page 1a for Section 9c.)

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Grubor tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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accomplished unless and until Lessee first obtains the written consent of all persons with prior rights to the Premises. PROVIDED: That the Sellers, Agent may, upon such terms and conditions as Sellers, Agent may deem proper, grant to Lessee the right to use the Premises for purposes other than those specified herein.

3c. Encumbrances.—Lessee shall not place or suffer to be placed upon the Premises any lien or other encumbrance, and any attempted encumbrance by Lessee shall be void, except that Lessee may encumber its interest in the Premises by mortgage or trust deed, without the consent of Sellers, Agent, but any such mortgage or trust deed and the note or notes secured thereby shall provide that they are subject to the terms of this lease, and that the mortgagee or trustee under said mortgage or trust deed shall have no greater rights with respect to the Premises than Lessee has under this lease, and that the mortgagee or trustee shall give to Sellers, Agent a duplicate copy of any notice given by Lessee to the mortgagee or trustee at the same time as such notice is given to Lessee, and that the mortgagee or trustee shall have the right to cure or remedy any default by Lessee during the period allowed Lessee in this lease plus an additional period of thirty (30) days.

4. Taxes and Assessments.—(a). Lessee shall pay, before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon the Premises or upon the business or occupation of Lessee in the Premises or upon Lessee's property placed in the Premises, including all taxes, assessments or charges levied or assessed upon any interest of Lessee created by this lease or by any buildings or improvements now or hereafter situated on the Premises, whether belonging to Lessee or to Sellers, Agent. Lessee shall make all such payments directly to the charging authority when due, and as soon as practicable thereafter, Lessee shall furnish to Sellers, Agent official receipts of the appropriate taxing authority, or other evidence satisfactory to Sellers, Agent, evidencing such payments. If any such taxes, assessments, licenses, fees or charges may be paid in installments (whether or not interest shall accrue on the unpaid balance), Lessee may exercise the option to pay the same (and any accrued interest) in installments and shall be responsible for the payment of only such installments as are due and payable during the term hereof.

(b). Lessee shall have the right to withhold payment of any tax, assessment, license fee or charge so long as the validity or amount thereof is contested by Lessee in good faith and by appropriate proceedings which shall operate to prevent the collection of the tax so contested or the sale of the Premises or any part thereof to satisfy the same. Lessee shall give such security as may be deemed satisfactory to Sellers, Agent to assure the ultimate payment of the tax so contested and to prevent any sale or forfeiture of the Premises by reason of such nonpayment. Upon the termination of any such proceedings, Lessee shall pay the amount of such tax or assessment so determined, the interest thereon, the penalties and costs thereof and any other charge which may be lawfully required for the release of the lien thereof, and shall indemnify and save harmless Sellers, Agent from any loss, cost, damage or expense in connection therewith.

(c). Sellers, Agent shall have the right to pay, compromise or discharge, on behalf of Lessee, any taxes, assessments or charges which Lessee fails to pay as provided in this lease and which, by law, may be paid by Sellers, Agent, but Sellers, Agent shall not be obligated to do so. Any amounts so paid by Sellers, Agent, including interest and penalties thereon, shall be immediately due and payable by Lessee to Sellers, Agent.

5. Utilities.—Lessee shall pay, before delinquency, all charges for water, gas, heat, light, power, sewage, telephone service and all other services and utilities supplied to the Premises during the term hereof. Sellers, Agent shall not be liable for any interruption or failure in the supply of any such utilities to the Premises.

6. Use.—(a). Lessee shall use the Premises for the following purposes: PROVIDED: That the Sellers, Agent may from time to time during the term hereof, by written notice to Lessee, permit Lessee to use the Premises for such other purposes as Sellers, Agent may deem proper, and Lessee shall not use or permit the Premises to be used for any purpose or purposes other than those specifically permitted by Sellers, Agent. Lessee shall not use or permit the Premises to be used for any purpose or in any manner which would void any insurance on the Premises or which would make it impossible to obtain insurance on the Premises as required by this lease. Lessee shall not use or permit the Premises to be used for any purpose or in any manner which would render any insurance thereon more expensive, unless Lessee shall pay such additional expense to Sellers, Agent. Lessee shall not commit or suffer to be committed any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building of which the Premises are a part, or which may injure the reputation of the building of which the Premises are a part. Lessee shall keep the Premises and the adjoining sidewalks, driveways, parking and service areas in a clean and healthful condition, free of dirt, rubbish, snow, ice and unlawful signs, to the satisfaction of Sellers, Agent, and shall not burn any rubbish on the Premises. Lessee shall not permit any machines or mechanical devices to be operated in the Premises so as to disturb the quiet enjoyment of any other tenant in the building of which the Premises are a part, whether by the use of musical instruments, radio, phonograph, television set or otherwise, nor permit the use of any apparatus for sound reproduction or transmission in such manner that the sound so reproduced or transmitted shall be audible beyond the Premises. Lessee shall not install any electrical equipment which will overload the lines in the building of which the Premises are a part or which will interfere with the use thereof by other tenants in such building. Lessee shall not install any antenna or aerial wires or other equipment outside of the Premises. Lessee shall not place any loads upon the floors, walls or ceilings which may endanger the structure. Sellers, Agent may direct the location of safes and other heavy equipment so as to distribute the weight safely, and the moving of all such items shall be at Lessee's risk and expense. Lessee shall not place a load upon any floor of the Premises exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Sellers, Agent shall not be responsible for any damage to property entrusted to employees of the building, nor for loss of property by theft or any other cause, and Lessee hereby waives all claims against Sellers, Agent for any such damage or loss. Lessee shall not obstruct or cause to be obstructed any of the sidewalks, halls, passages, exits, entrances, elevators or stairways of the building. Sellers, Agent reserves the right to restrict and regulate the use of the same, and no tenant and no employee or invitee of any tenant shall go upon the roof of the building.

7. Repairs.—(a). Lessee shall, at its own expense and at all times, keep the Premises and every part thereof in good condition and repair, damage by fire, the elements, casualty or accident excepted, and shall promptly make all repairs and replacements, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Premises in good condition and repair, including, without limitation, all equipment or facilities serving the Premises, such as plumbing, heating and air conditioning equipment, electrical wiring and equipment, boilers, pipes and connections, fixtures, walls, floors, ceilings, windows, doors, plate glass and skylights. Lessee shall replace promptly any damaged glass with glass of like kind and quality. Lessee shall maintain the Premises in a clean, safe and sanitary condition, and Lessee shall comply with all laws, ordinances, regulations and requirements of all governmental authorities having jurisdiction over the Premises. Lessee shall provide janitorial service to keep the Premises in the condition required by this lease. Lessee shall not permit, commit or suffer any waste or injury to the Premises, or any nuisance thereon, and shall not make any alterations in or additions to the Premises without the prior written consent of Sellers, Agent.

(b). Sellers, Agent shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the Premises and for the purpose of making any repairs to the Premises which Sellers, Agent may deem necessary or desirable. Lessee shall not be entitled to any abatement or reduction of rent by reason of the exercise of any such right, or for any inconvenience or disturbance occasioned thereby, but Sellers, Agent shall use reasonable efforts to minimize any such inconvenience or disturbance.

8. Alterations.—(a). Lessee shall not make any alterations, additions or improvements in or to the Premises without the prior written consent of Sellers, Agent. Any additions to or improvements of the Premises, including, without limitation, all heating, air conditioning, floor, window and wall coverings, and electric and fixture wiring, except moveable furniture and trade fixtures, shall become the property of Sellers, Agent, and shall remain upon the Premises at the end of the term hereof without compensation to Lessee. Sellers, Agent may require Lessee to remove any or all of said additions or improvements at the end of the term hereof, and to repair any damage to the Premises caused by such removal. Lessee shall promptly pay all persons furnishing labor or materials with respect to any work performed by Lessee or Lessee's contractors on or about the Premises and shall indemnify and save harmless Sellers, Agent against any and all claims, liabilities, penalties, demands and costs, including reasonable attorneys' fees, resulting from any such work.

(b). Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in the Premises, and fasten the same to the walls, floor or ceiling of the Premises, provided that Lessee shall, at its own cost and expense, remove such property and installations at the end of the term hereof, and shall repair all damage to the Premises caused by such removal.

9. Insurance.—(a). Lessee shall not do or permit to be done anything which shall invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Premises and/or property located therein, and shall comply with all requirements of any insurance company or organization necessary for the maintenance of reasonable fire and extended coverage insurance covering the Premises and property located therein owned by Sellers, Agent or Lessee. Lessee shall promptly upon demand reimburse Sellers, Agent for any additional premiums attributable to any act or omission or to the use of the Premises by Lessee which shall cause an increase in the fire and extended coverage insurance premium.

(b). Lessee shall obtain and keep in force during the term hereof a policy or policies of comprehensive public liability insurance insuring Lessee against liability for personal injury, bodily injury, death or property damage arising out of the use and occupancy of the Premises and the adjoining sidewalks. Such insurance shall have a single combined liability limit of not less than $100,000.00 for all claims for personal injury, bodily injury, death or property damage arising out of any one occurrence. The insurance shall cover the liability assumed by Lessee under the indemnity provisions of this lease, but the existence of such insurance shall not limit the liability of Lessee. Lessee shall deliver to Sellers, Agent certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Sellers, Agent. Lessee shall, within ten (10) days after receipt of a written request from Sellers, Agent, deliver to Sellers, Agent such additional policies of insurance or certificates evidencing the same as Sellers, Agent may reasonably request to protect Sellers, Agent against any liability incurred by Sellers, Agent as a result of the use and occupancy of the Premises by Lessee.

10. Fire and Casualty Damage.—(a). If the Premises or any part thereof shall be damaged by fire or other casualty, Lessee shall give immediate notice thereof to Sellers, Agent and this lease shall continue in full force and effect except as hereinafter set forth. In case of partial damage to the Premises or any part thereof by fire or other casualty not exceeding fifty percent (50%) of the value of the Premises immediately prior to such damage, Sellers, Agent shall commence and diligently prosecute to completion the repairs to the Premises required to be made by Sellers, Agent under the provisions of paragraph 7 hereof, and the monthly rental shall be abated proportionately during the period of such repairs, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. Within thirty (30) days from the date of such damage, Sellers, Agent shall notify Lessee whether or not Sellers, Agent elects to repair the Premises. In the event Sellers, Agent elects not to repair the Premises, this lease shall terminate as of the date of such damage.

(b). In case of damage to the Premises or any part thereof by fire or other casualty exceeding fifty percent (50%) of the value of the Premises immediately prior to such damage, Sellers, Agent shall not be obligated to repair the same, and Sellers, Agent may elect either to terminate this lease or to make the necessary repairs, in which latter event the monthly rental shall be abated proportionately during the period of such repairs, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. Within thirty (30) days from the date of such damage, Sellers, Agent shall notify Lessee whether or not Sellers, Agent elects to repair the Premises. In the event Sellers, Agent elects not to repair the Premises, this lease shall terminate as of the date of such damage.

(c). Lessee agrees that during any period of repair following damage, Lessee will continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management.

11. Eminent Domain.—(a). If all of the Premises, or such portion thereof as will make the Premises unsuitable for the purposes herein leased, are condemned for any public or quasi-public use or purpose by any legal authority with the power of eminent domain, then the term of this lease shall cease and terminate as of the date of such condemnation.

(b). If any part of the Premises shall be condemned for any public or quasi-public use or purpose by any legal authority with the power of eminent domain, and in the event that such condemnation does not render the Premises unsuitable for the purposes herein leased, this lease shall continue in full force and effect as to the part not condemned, and the monthly rental shall be reduced in proportion to the amount of the Premises condemned.

(c). Lessee shall not be entitled to any part of the award paid for such condemnation and Sellers, Agent is to be entitled to the full amount of the award, without deduction for any estate or interest of Lessee. Lessee hereby specifically assigns to Sellers, Agent all of Lessee's right, title and interest in or to any such award. Lessee shall have the right to claim and recover from the condemning authority, but not from Sellers, Agent, such compensation as may be separately awarded or recoverable by Lessee on account of any cost or loss to Lessee's moving and relocation expenses and for the taking of Lessee's personal property and fixtures, provided that no such claim shall diminish or otherwise adversely affect Sellers, Agent's award or the interest of any mortgagee.

12. Assignment and Subletting.—(a). Lessee shall not assign this lease or any interest hereunder, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and visitors of Lessee excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Sellers, Agent. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Sellers, Agent, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Sellers, Agent.

(b). Lessee shall have the right to sublet the Premises, provided that Sellers, Agent shall approve the proposed subtenant in writing, and provided further that Lessee shall submit to Sellers, Agent the proposed sublease at least thirty (30) days prior to the effective date thereof. Lessee shall pay to Sellers, Agent fifty percent (50%) of all rent received by Lessee from such subtenant which is in excess of the rent payable by Lessee to Sellers, Agent during the period of such subletting, after deducting any reasonable expenses incurred by Lessee in connection with such subletting, including, without limitation, all costs of remodeling or redecorating the Premises for such subtenant.

13. Default.—(a). The following shall be deemed to be events of default by Lessee under this lease:

1st. Lessee shall fail to pay any installment of rent hereunder or any other charge required to be paid by Lessee under this lease when due, and such failure shall continue for a period of three (3) days after written notice thereof from Sellers, Agent to Lessee.

2nd. Lessee shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

3rd. Lessee shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States, or under any similar federal or state law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

4th. A petition shall be filed against Lessee in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief with respect to Lessee under any present or future federal or state act or law, and such petition shall not have been vacated or stayed within thirty (30) days after the date of filing.

5th. A receiver, trustee or liquidator of Lessee or of all or substantially all of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, and shall not be discharged within thirty (30) days after the date of appointment.

6th. Lessee shall desert or vacate any portion of the Premises.

(b). Upon the occurrence of any such event of default by Lessee, Sellers, Agent may, at its option, terminate this lease, or may terminate Lessee's right to possession only, without terminating the lease. Upon termination of this lease, Sellers, Agent shall have the right to reenter the Premises and remove all persons and property therefrom; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Sellers, Agent may sell any such property at public or private sale, after giving ten (10) days' notice of the time and place of any public sale or of the date after which any private sale is to be made, by publishing or mailing notice to Lessee, and the proceeds of any such sale shall be applied first to the payment of the expenses of removal, storage and sale, second to the payment of any sums owing by Lessee to Sellers, Agent, with any balance remaining to be paid to Lessee. No such reentry or taking possession of the Premises by Sellers, Agent shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Sellers, Agent may at any time thereafter elect to terminate this lease for any previous default. Any such termination shall not release Lessee from any liability thereunder, and Sellers, Agent shall have the right, following any such termination, to recover from Lessee all damages provided by law.

(c). Sellers, Agent shall have a lien upon all property of Lessee now or hereafter placed upon the Premises, to secure the payment of all sums due to Sellers, Agent under this lease or which may become due to Sellers, Agent under this lease, and Lessee agrees that such lien may be foreclosed by Sellers, Agent by appropriate action at law or in equity or by any other applicable law.

14. Attorneys' Fees.—(a). If Sellers, Agent shall, without fault on Sellers, Agent's part, be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all costs, reasonable attorneys' fees and expenses incurred by or imposed on Sellers, Agent in connection with such litigation. Lessee shall also pay all costs, reasonable attorneys' fees and expenses which may be incurred or paid by Sellers, Agent in enforcing the covenants and agreements of this lease in any litigation, negotiation or transaction in which Lessee causes Sellers, Agent, without fault on Sellers, Agent's part, to become involved or concerned.

15. Waiver.—(a). The waiver by Sellers, Agent of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Sellers, Agent shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Sellers, Agent's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Sellers, Agent unless such waiver be in writing by Sellers, Agent.

16. Holding Over.—(a). If Lessee, with the consent of Sellers, Agent, holds possession of the Premises after the expiration or termination of the term of this lease, such possession shall be deemed to be a month to month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this lease except those pertaining to the term hereof shall apply to such month to month tenancy.

17. Subordination.—(a). This lease shall be subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the Premises are a part. In confirmation of such subordination, Lessee shall execute promptly any certificate that Sellers, Agent may request.

(b). Lessee's right to quiet possession of the Premises during the term of this lease shall not be disturbed if Lessee pays the rent and other charges provided for herein and observes and performs all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this lease, subject to all mortgages, underlying leases and other matters to which this lease is or may become subordinate. Lessee shall execute whatever instruments may be required to evidence such subordination and to preserve such right to quiet possession.

18. Mechanic's Liens.—(a). Lessee shall pay or cause to be paid all costs for work done by Lessee or caused to be done by Lessee on the Premises of a character which can result in a lien on the Premises or any part thereof, and Lessee will keep the Premises free and clear of all mechanic's liens on account of work done by Lessee or persons claiming under Lessee. Lessee agrees to indemnify and hold Sellers, Agent harmless from and against any and all claims for mechanic's liens and all costs, liabilities, suits, penalties, demands, damages, reasonable attorneys' fees and expenses which may be imposed upon or incurred by or asserted against Sellers, Agent by reason of any work done by Lessee or persons claiming under Lessee. Lessee shall give Sellers, Agent written notice at least ten (10) days before commencing any work on the Premises, to afford Sellers, Agent the opportunity of posting notices of non-responsibility.

19. Notices.—(a). Any notice required or permitted to be given hereunder shall be deemed to have been given on the day after the same is deposited in the United States mail, postage prepaid, addressed to Lessee at the Premises, whether or not Lessee has departed from, abandoned or vacated the Premises, or to such other address as may hereafter be designated in writing by Lessee, and addressed to Sellers, Agent at the address hereinafter set forth, or to such other address as may hereafter be designated in writing by Sellers, Agent.

20. Successors.—(a). The terms, covenants and conditions hereof shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

21. Miscellaneous.—(a). Whenever a period of time is herein prescribed for action to be taken by Sellers, Agent, Sellers, Agent shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Sellers, Agent.

(b). Any right or remedy of Sellers, Agent or Lessee shall be cumulative and not exclusive of any other right or remedy.

(c). Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(d). This lease shall be construed and enforced in accordance with the laws of the State of Washington.

(e). The headings of the several paragraphs of this lease are inserted for convenience of reference only, and are not intended to and shall not be deemed to define, limit or affect in any way the provisions hereof.

(f). Time is of the essence hereof.

(g). If any provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

(h). This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This lease shall not be effective or binding on any party until fully executed by both parties hereto, even though one party may have signed and delivered an executed lease to the other party or its agent with the understanding or agreement that it will be executed.

22. Additional Provisions.—(a). [illegible]

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93E

Holly Hill Lumber Company Sale Area No. 19

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(LEM) (JPG, Jr.)
per M)

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Holly Hill Lumber Company Sale Area No. 19

9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

(See page 5a for Section 11a.)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the ~~provisions governing~~ the sale, cutting and removal of the timber covered by this contract.

(See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pawok is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of None ($ None) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Seven Thousand five hundred ($7,500.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(LEM) (JPG, JR. per H.)

10b. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10i. Mill sites and log loading places may not be located within [illegible] ([illegible]) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser. (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

(See page 5a for Section 11a.)

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

(See page 5a for Section 11d.)

11e. All operations on the sale area, including the removal of sealed timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract; PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, [illegible] is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of [illegible] ($[illegible]) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of [illegible] ($[illegible]). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

Holly Hill Lumber Company Sale Area No. 19

7e. On the portions of the sale area on which felling has been or is being done, marked or designated hardwood trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated pine trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent, the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

SLASH DISPOSAL- 8 Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the centerline on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the centerline of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the centerline of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees six (6) inches DBH and larger and excepting young dense pine stands where, in the judgment of the Seller's Agent, it is impracticable to meet this requirement.

(LEM) (JPG, JR.)
per M.)

DEEDS

Holly Hill Lumber Company Sale Area No. 19

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or nonperformance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges indident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
per H.)

DEEDS

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Holly Hill Lumber Company Sale Area No. 19

11a. The Purchaser agrees not to assign this contract in whole or in part nor contract the cutting, manufacturing or removal of the timber unless the Assignee will accept all and singular the terms of this contract and will furnish proof to the Seller that he is of a financial stature comparable to that of the Purchaser.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or nonperformance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen (15) days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(LEM) (JPG, Jr.)
per M.)

93I

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 1954.

Holly Hill Lumber Company, Inc.

By: /s/ L. E. Miller, President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Minnie Mae Bonnette

/s/ T. B. Bryant, Jr.

As to Purchaser.

By: /s/ W. J. Colvin, Secretary (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

/s/ Daniel D. Chabris

/s/ Eleanor C. Harms

As to Seller.

By: Thos. F. McDevott (SEAL)
Seller
Attorney-in-fact

S C Doc Stamp $ 29.72

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 3rd day of September, 19[illegible]

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ [illegible]

/s/ T. B. [illegible], Jr.

As to Purchaser.

/s/ [illegible]

/s/ [illegible]

As to Seller.

Holly Hill Lumber Company, Inc.

By: /s/ [illegible], President

By: /s/ [illegible], Purchaser

/s/ [illegible]

By: [illegible] (SEAL)
Seller

Attorney-in-Fact

437

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

PERSONALLY APPEARED Minnie Mae Bonnette who being duly sworn says that she saw L. E. Miller as President and W. J. Colvin as Secretary of Holly Hill Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Holly Hill Lumber Company deliver the above written contract, and that she with T. B. Bryant, Jr. witnessed the due execution thereof.

SWORN to before me this 2nd)
day of September A. D. 1954.)

/s/ Minnie Mae Bonnette

(L.S.) /s/ T. B. Bryant, Jr.
Notary Public for South Carolina

DEEDS

Determination of Boundary Lines—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 2nd day of September 19[illegible]

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ [illegible]

/s/ [illegible]

As to Purchaser

/s/ [illegible]

/s/ [illegible]

As to Seller

Holly Hill Lumber Company, Inc.

By: /s/ [illegible], President

By: /s/ [illegible] (SEAL)
Purchaser

/s/ [illegible]

By: [illegible] (SEAL)
Seller

Attorney-in-fact

93K

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

PERSONALLY APPEARED DANIEL D. CHABRIS and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Eleanor C. Harms, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Daniel D. Chabris

Daniel D. Chabris

Sworn to before me this
9th day of September, 1954.

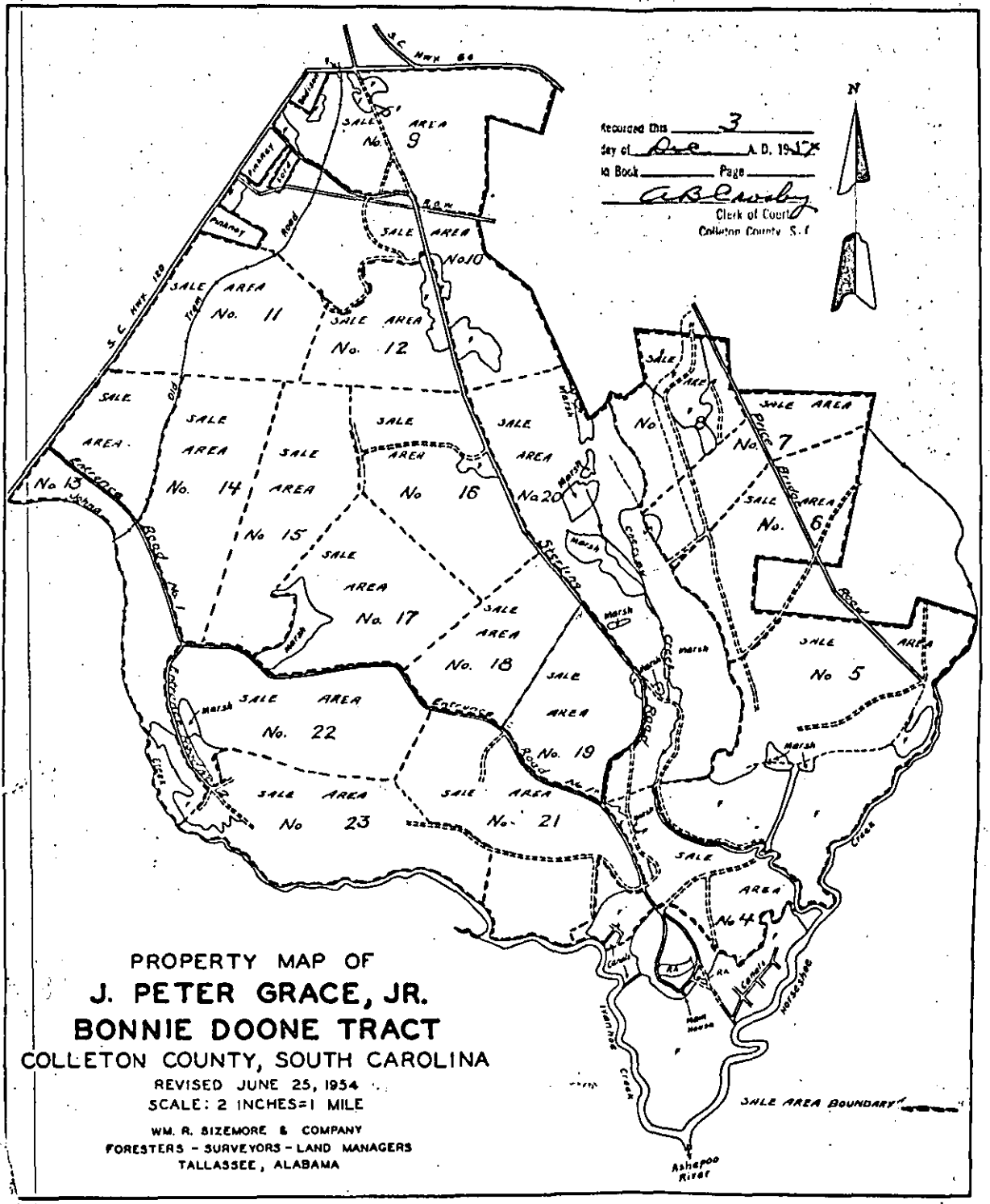
/s/ Catherine L. Purcell
Notary Public

Catherine L. Purcell
Notary Public, State of New York
No. 24-3174400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks, N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS

BOOK 110

95



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA

96

(11)

97

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 19 entered into the 2nd day of September, 1954, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Holly Hill, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:
/s/ Joseph Chase
/s/ Morton I. Hamburg

ALMAR FOUNDATION, INC.
BY /s/ A. H. Caspary
its President
BY/s/ John F. Ward
its Secretary

Recorded Dec 3 / 1954

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALPHA FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1812, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by S. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have released, released and discharged and by these Presents do release, release and forever discharge unto the said J. PETER GRACE, Jr., his Successors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 19 entered into the 2nd day of September, 1958, between J. PETER GRACE, Jr. and HOLLY HILL LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at HOLLY HILL, South Carolina, which is given, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALPHA FOUNDATION, INC., dated the 18th day of January, 1958, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 101-102.

IN WITNESS WHEREOF ALPHA FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1958.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase

/s/ Morton I. Hamburg

ALPHA FOUNDATION, INC.

By /s/ A. H. Caspary
Its President

Attest: /s/ John F. Ward
Its Secretary

Recorded Dec 5 1958

97A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED Joseph Chase who being duly sworn says that he saw A. H. Caspary as President and John F. Ward as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with Morton Hamburg witnessed the execution thereof.

SWORN to before me this 22nd)
day of September 1954.) /s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York.

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

98

ARP

STATE OF NEW YORK }
COUNTY OF NEW YORK }

PERSONALLY APPEARED Joseph Chase who being duly sworn says that he saw A. H. Caspary as President and John F. Ward as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with Morton Hamburg witnessed the execution thereof.

SWORN to before me this 22nd day of September 1954. } /s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York.

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

BOOK 110

(12)

99

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina this 28 day of August, 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y. hereinafter called the "Seller" and Ashepoo River Lumber Company, Inc., a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Ashepoo, State of South Carolina, whose Post office address is Ashepoo, South Carolina

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 975 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Area No. 20 bounded as follows: On the north between points A-B by a marked line; on the northeast between points B-C, C-D by a marked property line; on the east between points D-E by a branch of Chessey Creek and the east bank of Chessey Creek marsh; on the south between points E-F by a marked line; on the west between points F-A by Sterling Road.

within the Bonnie Doone Plantation, ~~and including the Grabar tracts~~ as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

For agreement see Book 115 Page 279

(Named product to be cut)

(HAH, Pres.) (JPG, Jr. per TM)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 1675 MBF pine, cypress, sweet gum, black gum, tupelo, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory, more or less.

(Give by species the quantity in proper unit of measure)

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand dollars ($5,000.00) nor more than Twenty-Five Thousand dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 1, 1956. Unless such amounts are changed in writing by the Seller's Agent, at least 800 MBF

Recorded Dec 3 1954.

DEEDS

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(12)

TIMBER SALE CONTRACT

STATE OF [illegible]

COUNTY OF [illegible]

THIS CONTRACT made and entered into in the County of [illegible], State of [illegible] this 28 day of [illegible], 19[illegible], between [illegible], whose Postoffice address is [illegible] hereinafter called the "Seller" and [illegible] State of [illegible] whose Post office address is [illegible]

hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.—1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about [illegible] acres to be designated on the ground by the Seller's Agent prior to cutting in [illegible] within the Bonnie Doone Plantation, and including [illegible] as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable hereinafter defined for

[illegible]

(Named product to be cut)

The estimated amount to be cut under the methods of marking and designation described in Section 4 is [illegible]

(Give by species the quantity in proper unit of measure)

more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.—2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than [illegible] dollars ($[illegible]) nor more than [illegible] dollars ($[illegible]) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.—3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before [illegible]

Unless such amounts are changed in writing by the Seller's Agent, at least [illegible]

Recorded Dec 3 1954

shall be cut prior to September 1, 1955 ; ~~notice~~ _____

~~shall be cut prior to~~ _____ ~~subject~~ _____

~~shall be cut prior to~~ _____

Marking.—4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "P G" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring cypress-twelve inches (12) hardwoods-sixteen (16) inches in diameter outside bark, twelve (12) inches from the ground, may be designated for cutting in writing on any or all parts of the sale area covered by this contract. (or four (4) inches above butt swell)

Merchantability.—5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for standard lumber and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. "clear cuttings"

5a. All pine and cypress logs are merchantable which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than eight (8) feet long, at least twelve (12) inches in diameter inside bark at the small end, and after deductions for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no log of these other species, scaling less than forty (40) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, fire red heart, sound knots, check, sweep, split, stain, (HAB, Pres.) (JPG, Jr. per TM)

(Names of defects for which deductions will not be made in scaling)

shall not be regarded as defects.

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal C log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in mulitples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified triming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordane with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

shall be cut prior to _____, 19__; as near _____

shall be removed _____ as practical

shall be cut into _____

Marking.—L. Live pine timber shall be marked for cutting by blazing below stump height and stamping "I" (I) upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all the live hardwood and cypress timber, measuring _____ (_____) inches or more outside bark, twelve (12) inches from the ground may be designated for cutting in writing on any or all parts of the sale area covered by this contract.

Merchantability.—6. Any pine or cypress tree which in the judgment of the Seller's Agent contains one or more logs _____ (_____) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs _____ (_____) feet in length which meet the requirements for a grade Number 3 log according to Forest Products Laboratory hardwood log grades for Standard and Improved is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

6a. All pine and cypress logs are merchantable which are not less than _____ (_____) feet long, at least _____ (_____) inches in diameter inside bark at the small end and after deduction for defect scale _____ (_____) percent of their gross scale; PROVIDED, That no log of these species scaling less than _____ (_____) board feet shall be considered merchantable, and logs of other species are merchantable which are not less than _____ (_____) feet long, at least _____ (_____) inches in diameter inside bark at the small end, and after deductions for defect scale _____ (_____) percent of their gross scale; PROVIDED FURTHER, That no log of these other species scaling less than _____ (_____) board feet shall be considered merchantable and PROVIDED FURTHER, That

_____

shall not be regarded as defective.

(Items of defects for which deductions will not be made in scaling)

Passage of Title, Scaling.—6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or yarded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the _____ log rule, at the small end on the average diameter _____ bark taken to the nearest inch. Hardwood logs shall be scaled by the _____ log rule, at the small end on the average diameter _____ bark taken to the nearest inch.

6b. The maximum scaling length of sawlogs shall be _____ (_____) feet. greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs _____ (_____) inches shall be allowed (or) _____ inches shall be allowed for overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least _____ (_____) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defects or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.—7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of animals may be employed only with the advance approval, in writing of the Seller's Agent and under such conditions and restrictions as he may require.

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species and ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ inches for ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of for each tree that involves thirty-five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and twelve (12) inches for all other species,
(Specify different diameters for different species, if necessary)
when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

(HAH, Pres. JPG, JR. per TM)

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the timber thereon: PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed four hundred and fifty dollars ($450.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than eight (8) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and timber thereon.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than [illegible] ([illegible]) inches for [illegible] and [illegible] ([illegible]) inches for [illegible] on the side adjacent to the highest ground, except that when this requirement is impracticable in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of [illegible] ($[illegible]) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of [illegible] ([illegible]) inches [illegible]

(Specify different diameters for different species, if necessary)

when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within [illegible] ([illegible]) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the [illegible] ([illegible]) foot strip as measured from the center line of all roads shall be lopped so that material [illegible] ([illegible]) inches and larger will be left not higher than [illegible] ([illegible]) inches from the ground and material smaller than [illegible] ([illegible]) inches shall be left not higher than [illegible] ([illegible]) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than [illegible] ([illegible]) feet from the center line of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation, including the Grayer [illegible]: PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year shall not exceed [illegible] ($[illegible]); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than [illegible] ([illegible]) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone and Grayer [illegible].

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, ~~including the Gruber tracts~~, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~not including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

Hall, Pres.) JPG, Jr. per TH

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation and including the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruberstracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Bonnie Doone Plantation, and including the Gruber tracts, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

990

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within five hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

HAH, Pres.) JPG, Jr. por TM)

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Paton is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Five Thousand Dollars ($ 5,000.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of None ($ None). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

10. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or access.

10. Mill sites and log loading places may not be located within _____ (_____) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10C of this contract.

Other Conditions—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract, PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract: PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing or removal of timber without written consent of the Seller's Agent.

11. The Seller and the Seller's Agents shall have the right to inspect and observe, at any time, the Purchaser's operations to see that there is compliance with this contract.

11. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract: PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations on this sale. For the purpose of this contract, _____ is designated as "Seller's Agent".

11. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11. As a further guarantee of a faithful performance of the conditions of this agreement, the Purchaser delivers herewith a surety bond in the sum of $_____ (_____) and agrees that should the surety on the bond delivered herewith error any bond delivered hereafter in connection with this sale, become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with surety solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller cash in the sum of $_____ (_____). As soon as security for the performance of the terms of this contract or the settlement of claims hereby secured is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and in taking the Conservancies during the period covered by this sale; nor shall the Purchaser, his employees, contractors, and employees of contractors, have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11. It is agreed that should the Purchaser, during the period of this contract, erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

99E.

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 26th day of August 19 54.

ASHEPOO RIVER LUMBER COMPANY, INC.

By: /s/ H. A. Hanlon, President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ D. L. Cotton

/s. Helen Bulkley

As to Purchaser.

/s/ Gerard L. Carroll

/s/ Daniel D. Chabria

As to Seller.

By: /s/ G. F. Hanlon Secretary (SEAL)
Purchaser

/s/ J. Peter Grace, Jr.

By Thos. F. Holcvott (SEAL)
Seller
Attorney-in-fact

(HALL, Pres.)

(JPG, JR.
P[illegible] TH)

S C Doc Stamps $ 17.96

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this ____ day of ____ 19__.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

As to Purchaser.

As to Seller.

99F

STATE OF NEW YORK)
COUNTY OF SUHUYLER)

PERSONALLY APPEARED D. L. Cotton who being duly sworn says that he saw H. A. Hanlon as President and G. F. Hanlon as Secretary of Ashopoo River Lumber Company sign, affix the Corporate Seal and attest the same and as the act and deed of said Ashopoo River Lumber Company deliver the above written contract, and that he with Helen Bulkley witnessed the due execution thereof.

SWORN to before me this 28th)
day of August, A. D. 1954)

/s/ D. L. Cotton

(L. S.) /s/ Merle S. Hayes
Notary Public for New York

MERLE S. HAYES
Notary Public in the State of New York
County of Suhuylor, No. 49-6817700
My Commission Expires March 30, 1956

(HAH, Pres.)

(JPG, JR. por TM)

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within named Thomas F. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virtue of a Power of Attorney dated May 25th, 1951 and recorded in the Office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 588 on September 10th, 1951.

/s/ Gerard L. Carroll
Gerard L. Carroll

Sworn to before me this 20th
day of October, 1954.

/s/ Catherine L. Purcell
Notary Public

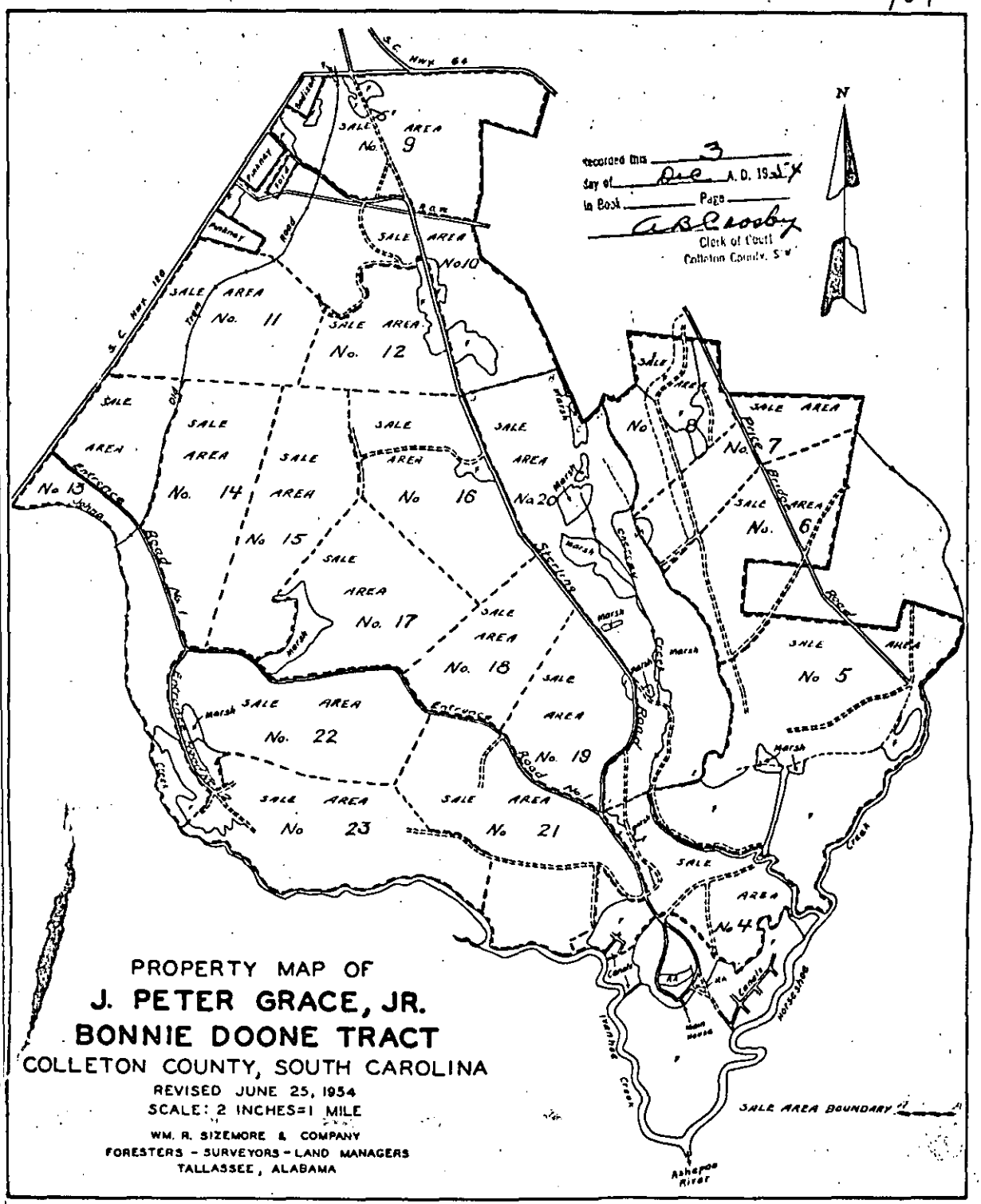
CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-3171400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks, N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

DEEDS

100

BOOK 110

101



PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA

(12)

103

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Str New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 20 entered into the 20th day of August, 1954, between J. PETER GRACE, Jr. and ASHEPOO RIVER LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Ashepoo, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:
Joseph Chave
Morton I Homburg

ALMAR FOUNDATION, INC.

BY: A. H. Caspary
its President

BY: John D. Ward
its Secretary

Recorded Dec 3 1954.

DEEDS

STATE OF SOUTH CAROLINA

KNOW ALL MAN BY THESE PRESENTS that ALMAN FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt thereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 20 entered into the 28th day of August, 1954, between J. PETER GRACE, Jr. and ASHEPOO RIVER LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Ashepoo, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAN FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAN FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 22nd day of September 1954.

SIGNED, SEALED & DELIVERED
In the presence of:

Joseph Chase

Morton J. Hamburg

ALMAN FOUNDATION, INC.

BY: [signature]
Its President

BY: John J. Ward
Its Secretary

Recorded Dec 3 1954

401

103A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED Joseph Chase who being duly sworn says that he saw A. H. Caspary as President and John D. Ward as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with Morton Hamburg witnessed the execution thereof.

SWORN to before me this 22nd day of September 1954)

Joseph Chase

(L.S.) Joseph D. Heneghan
Notary Public for New York
No. 30-6852050
Qualified in Nassau Co.
Ctf. filed with N.Y. County Clk
Comm. expires March 30, 1956

104

1934

105

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, release and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Areas No. 5, 6, 10, 12, 16, 17, 21, 22, 23 entered into the 23rd day of October, 1954, between J. PETER GRACE, Jr. and SOUTHERN COATINGS AND CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of South Carolina and having its principal office and post office address at Sumter, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATIO Inc., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 1st day of December, 1954.

SIGNED, SEALED & DELIVERED)
in the Presence of:)
/s/ Joseph Chase)
/s/ Morton I. Hamburg)

ALMAR FOUNDATION, INC.

BY: ALMAR FOUNDATION

BY: /s/ A. H. Caspary
its President

BY: /s/ John F. Ward
its Secretary

(Corporate Seal Affixed)

Recorded Dec 14 1954

105A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he was A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with Morton Hamburg witnessed the execution thereof.

SWORN to before me this)
)
1st day of December, 1954)

/s/ Joseph Chase

/s/
(L.S.) Benjamin Parsont
Notary Public for New York

BENJAMIN PARSONT
Notary Public, State of New York
No. 30-8286100
Qualified in Nassau County
Cert. filed with New York County Clerk
Term Expires March 30, 1956

DEEDS

107

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, I[NC.], a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, JR., whose post office address is 7 Hanover Square, New York, N. Y the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, JR., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Area No. 8 entered into the 14th day of October, 1954, between J. PETER GRACE, JR. and DAVID P. RICHARDSON, whose Post office address is Yemassee, South Carolina, wholly clear, freed and discharged from the lien of the Mortgag from the said J. PETER GRACE, JR., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 1st day of December, 1954.

SIGNED, SEALED & DELIVERED
In the Presence of:

/s/ Joseph Chase)
)
/s/ Morton I. Hamburg)

ALMAR FOUNDATION, INC.

BY /s/ Alfred H. Caspary
Its President

BY /s/ John F. Ward
Its Secretary

Recorded Dec 14 - 1954

DEEDS

107A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASPARY as President and JOHN F. WARD as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with MORTON HAMBURG witnessed the execution thereof.

SWORN to before me this)
)
1st day of December, 1954.)

/s/ Joseph Chase

L.L. S.)/s/ Benjamin Parsont
Notary Public for New York

BENJAMIN PARSONT
Notary Public, State of New York
No. 30-8286100
Qualified in Nassau County
Cert. filed with New York County Clerk
Term Expires March 30, 1956

DEEDS

108

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED JOSEPH CHASE who being duly sworn says that he saw A. H. CASTANY as President and JOHN V. HARD as Secretary of the ALMAN FOUNDATION, INC. Being affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. deliver the foregoing Release, and that he with BERTON FORTUNO witnessed the execution thereof.

Sworn to before me this
1st day of December, 1954.

/s/ Joseph Chase

/s/ Benjamin Fortunat
Notary Public for New York

BENJAMIN FORTUNAT
Notary Public, State of New York
No. 30-[illegible]
Qualified in Nassau County
Cert. filed with New York County Clerk
Term Expires March 30, 1956

(13)

109

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 16th day of November 1954, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and Herman C. Fender of Yemassee, State of South Carolina, whose Postoffice address is Yemassee, South Carolina, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other, as follows: to wit:

Description of Timber.--1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 3050 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Areas Number 1, 2, 3, bounded as follows:

As to Sale Area Number 1: Block A: On the north between points A-B by a marked property line; on the east between points B-C by a marked property line; on the south between points C-D by a marked property line; on the west between points D-A by a marked property line; and

As to Sale Area Number 1, Block B: On the north between points A-B, B-C, C-D, D-E, E-F, F-G, G-H by marked property lines and a public road; on the east between points H-I, I-J, J-K by marked property lines; on the South between points K-L, L-M, M-N, N-O by woods roads, U. S. Highway 17-A, and a marked property line; on the west between points O-P, P-Q, Q-R, R-S, S-A by a public road, and marked property lines; and

As to Sale Area Number 2: On the north between points A-B by a woods road; on the east between points B-C by a woods road; on the south between points C-D by a woods road; on the west between points D-A by U. S. Highway No. 17-A; and

As to Sale Area Number 3: On the north between points A-B by a woods road; on the east between points B-C, C-D, D-E, E-F by marked property lines; on the south between points F-G, G-H, H-I, I-J, J-K, by a woods road and marked property lines; on the west between points K-L, L-M, M-N, N-O, O-P, P-A by marked property lines

Affidavit on file S. C. Stamps #60.20 affixed.

Recorded Dec. 30 1954

For tripartite Agreement see Land Book 116 page 63.

DEEDS

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 16th day of November, 1951, between J. Peter Grace, Jr., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and Harman C. Vander of Yemassee, State of South Carolina, whose Postoffice address is Yemassee, South Carolina, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the agreements and undertakings of the other, as follows: to wit:

Description of Timber.--1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 3050 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Areas Number 1, 2, 3, bounded as follows:

As to Sale Area Number 1: Block A: On the north between points A-B by a marked property line; on the east between points B-C by a marked property line; on the west between points A-D by a marked property line; and

As to Sale Area Number 2: Block B: On the north between points A-B, B-C, C-D, D-E, E-F, F-G, G-H by marked property lines and a public road; on the east between points H-I, I-J, J-K by marked property lines; on the south between points K-L, L-M, M-N, N-O by woods roads, O. S. Highway 17-A, and a marked property line; on the west between points O-P, P-Q, Q-R, R-S, S-A by a public road, and marked property lines; and

As to Sale Area Number 3: On the north between points A-B by a woods road; on the east between points B-C by a woods road; on the south between points C-D by a woods road; on the west between points D-[illegible] S. Highway No. 17-A; and

As to Sale Area Number 4: On the north between points A-B, B-C, C-D, D-E, E-F by marked property lines; on the south between points F-G, G-H, H-I, I-J, J-K by a woods road and marked property lines; on the west between points K-L, L-M, M-N, N-O, O-P, P-A by marked property lines

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Recorded Dec 30 1951

and woods roads, all of the above areas being within the Gruber Tracts as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for saw logs and veneer logs.

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 6350 MBF pine, cypress, gum, maple, ash, yellow poplar, magnolia, oak, elm, beech, hickory, more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.-2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than Five Thousand Dollars ($5,000.00) nor more than Twenty Five Thousand Dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's Agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

2b. Material unmerchantable on account of defects as hereinafter defined may be removed without charge in the discretion of the Seller's Agent. Material unmerchantable because of size as hereinafter defined, removed at the option of the Purchaser, shall be paid for at the same rates as merchantable material.

Period of Contract.-3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before December 1, 1957. Unless such amounts are changed in writing by

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the Seller's Agent, at least 2,000 MBF shall be cut prior to December 1, 1955; at least 4,200 MBF shall be cut prior to December 1, 1956.

Marking- 4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "PG" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all merchantable live hardwood and cypress timber may be designated for cutting in writing on any or all parts of the sale area covered by this contract.

Merchantability.-5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs ten (10) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine and cypress logs are merchantable for saw logs which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of gum, maple, ash, yellow poplar, magnolia, elm, oak, beech, hickory are merchantable for saw logs which are not less than eight (8) feet long, at least eight (8) inches in diameter outside one bark at the small end and and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED FURTHER, That no saw logs of these other species scaling less than ten (10) board feet shall be considered merchantable and logs of gum, maple, ash, yellow poplar, magnolia, elm are merchantable for veneer logs which meet the "clear" cuttings" requirements for a grade Number 2 or better log according to Forest Products Laboratory hardwood log grades for standard lumber and which are not less than eight (8) feet long, at least eleven (11) inches in diameter outside one bark at the small end and after deduction for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no veneer logs of these species scaling less than thirty (30) board feet shall be considered merchantable; and PROVIDED FURTHER, That deduction will not be made in scaling for the following defects: Worm holes, firm red heart, sound knots, check, sweep, split, stain.

Passage of Title, Scaling.-6. Title to all timber included in this contract shall pass to the Purchaser when it is cut

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the Seller's Agent, at least 2,000 BBF shall be cut prior to December 1, 1955; at least 4,200 MBF shall be cut prior to December 1, 1956.

Marking- 4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "PO" upon the blaze, or by a paint spot below stump height, at the option of the Seller. Live hardwood and cypress timber may be marked in the same manner as herein described for the live pine timber, or in the discretion of the Seller's Agent, any or all merchantable live hardwood and cypress timber may be designated for cutting in writing on any or all parts of the sale area covered by this contract.

Merchantability.-5. Any pine or cypress tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree. Any hardwood tree which in the judgment of the Seller's Agent, contains one or more logs ten (10) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine and cypress logs are merchantable for saw logs which are not less than eight (8) feet long, at least six (6) inches in diameter inside bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no log of these species scaling less than five (5) board feet shall be considered merchantable, and logs of gum, maple, ash, yellow poplar, magnolia, elm, oak, beech, hickory are merchantable for saw logs which are not less than eight (8) feet long, at least eight (8) inches in diameter outside one bark at the small end and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED FURTHER, That no saw logs of these other species scaling less than ten (10) board feet shall be considered merchantable and logs of gum, maple, ash, yellow poplar, magnolia, elm are merchantable for veneer logs which meet the "clear" cuttings" requirements for a grade Number 2 or better log according to Forest Products Laboratory hardwood log grades for standard lumber and which are not less than eight (8) feet long, at least eleven (11) inches in diameter outside one bark at the small end and after deduction for defect scale thirty three and one third (33 1/3) percent of their gross scale; PROVIDED FURTHER, That no veneer logs of these species scaling less than thirty (30) board feet shall be considered merchantable; and PROVIDED FURTHER, That deduction will not be made in scaling for the following defects: Worm holes, firm red heart, sound knots, check, sweep, split, stain.

Passage of Title, Scaling.-6. Title to all timber included in this contract shall pass to the Purchaser when it is cut

by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

6a. Pine and cypress shall be scaled by the Scribner Decimal "C" log rule, at the small end on the average diameter inside bark taken to the nearest inch. Hardwood logs shall be scaled by the Scribner Decimal "C" log rule, at the small end on the average diameter outside one bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operations shall be so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.-7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the sale area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing, in which event cutting shall be completed on the area left unfinished as soon as practicable. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging otherm than by means of animals may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

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7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches for all species and ~~inches for~~ ( ) on the side adjacent to the highest ground, except that when this requirement is impracticable, in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of for involves swell butted timber twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of six (6) inches for pine and cypress and eight (8) inches for all other species
(Specify different diameters for different species, if necessary)
when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.—8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. ALL branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved trees. Limb trees of oak and larger except where this requirement is impractical in the judgment of the Seller's Agent.

Fire Precaution.—9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie-Doone Plantation, including the Gruber tracts; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed one thousand dollars ($1,000.00); AND PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than fifteen (15) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie-Doone and Gruber areas.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

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7b. As far as practicable all branches of lopping shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

7c. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale area. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct his logging and other operations in a workmanlike way so as to protect the unmarked and undesignated timber and trees satisfactorily and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not removed herein. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done or is being marked or designated trees left uncut, and unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin of spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Timber severed in tops, long butts, marred or deteriorated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such practice or nonremoval involves small amounts of material and is the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest in any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut as low as is consistent with safe and practicable logging methods and not higher than .....

(.....) inches for .....

.....

.....

.

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. ~~The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~

9d. No camp refuse or slash or other debris such as that resulting from the cleaning around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements.—10. The Purchaser is authorized to build, on ~~the Bonnie Doone Plantation and including~~ the Gruber tracts, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the Gruber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. ~~The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract, unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.~~

10g. Private roads within ~~the Bonnie Doone Plantation and including~~ the Gruber tracts, ~~other than those specifically designated in Section 10f of this contract~~ may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of ~~the Bonnie Doone Plantation and including~~ the Gruber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

9c. The Purchaser shall clean up loading spaces within the Purchased Area, including, but not limited to, the Timber treated and the products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by trespass of others unless notified by the Seller's Agent.

9d. No camp refuse or debris or other debris such as that resulting from the clearing around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, as long as the mill operates. Slabs, if not burned or landed currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

Occupancy and Improvements—10. The Purchaser is authorized to build on the Timber Piling Operation and including the Timber tracts, sawmills, camps, roads, and other improvements necessary in the logging of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER, That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their location, adequacy, and location; AND PROVIDED FURTHER, That the continuance or operation of all the above specified improvements or Construction and including the Timber tracts, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable logs of any kind used in connection, including cyprus, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, and other structures used in connection with this sale, and the ground in their vicinity in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream, Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or impaired beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private-graded road serving as the entrance road between the main gate on the public road and the planer, log pond, also that branch of said entrance road leading to the residence of Woodley both of which roads are located within the Ocean Shore tract of the Florida Shore Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling lumber, and other forest products purchased under the terms of this contract unless such is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

10g. Private roads within the Florida Shore Plantation, including the Timber tracts, other than those specifically designated in Section 10f, which may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain in a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be roaded by dragging earth and debris from side ditches, onto the surfaced portion of the road nor shall surfacing material be blended off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Florida Shore Plantation including the timber tracts, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller hereafter to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the road used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

109F

Herman C. Pender Sale Areas No. 1, 2, 3

9c. The Purchaser agrees to clean up loading or landing spaces within the Gruber Tract used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8- Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

(HCP)

(JPG, Jr.
per TM)

DEEDS

1097

Norman C. Fender Sale Areas No. 1, 2, 3

9c. The Purchaser agrees to clean up loading or landing spaces within the Gruber Tract used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 6- Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

-6a-

(HCF)

(JPG, Jr.
per TM)

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. ~~Mill sites and log loading places may not be located within _____ (_____) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.~~

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. ~~Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.~~ (See page 7a for 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, H. J. Pavick is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Ten Thousand and no/100 ($10,000.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of None ($None). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on ~~Bonnie Doone Plantation and including~~ the Gruber tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

(HCF) (JPG, Jr. per TM)

DEEDS

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 16 day of November 19 54

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ Helen K. Pawek

/s/ T. B. Bryant, Jr.

As to Purchaser.

/s/ Herman C. Fender (SEAL)
Purchaser
HERMAN C. FENDER

/s/ Joseph Peter Grace, Jr.
By Thos. F. McDevitt (SEAL)
Seller
Attorney-in-fact

/s/ Gerard L. Carroll

/s/ Daniel D. Chabris

As to Seller.

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller; and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this ..... day of ..... 19..

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

As to Purchaser.

/s/ ..... (SEAL)

/s/ ..... (SEAL)

As to Seller.

/s/ ..... (SEAL)

/s/ ..... (SEAL)

109I

Norman C. Pender Sale Areas No. 1, 2, 3

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

(HCP) (JPG, Jr. per TM)

DEEDS

1091

Herman C. Pender Sale Areas No. 1, 2,

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make any appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

-Page 7a-

(HCP) (JPG, Jr.
per TM)

109J

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED _____
(Fill in name of one witness)

and made oath that he saw the within named _____

sign, seal and as his act and deed deliver the above written contract and that he with _____

_____ witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this _____

day of _____ 19____ _____
(First witness signs here)

(L. S.) _____

Notary Public for _____

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY APPEARED Helen K. Pawek
(Fill in name of one witness)

and made oath that she saw HERMAN C. FEDER
(Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that she with _____

T. B. Bryant, Jr. witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this 16th

day of November 19 54 /s/ Helen K. Pawek
(First witness signs here)

(L. S.) /s/ T. B. Bryant, Jr.

Notary Public for South Carolina

DEEDS

1647

STATE OF .....

COUNTY OF .....

PERSONALLY APPEARED .....
(Fill in name of one witness)

and made oath that he saw the within named .....

sign, seal and as his act and deed deliver the above written contract and that he with .....

..... witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this .....

day of ..... 19 ..... (First witness signs here)

(L. S.) .....

Notary Public for .....

STATE OF .....

COUNTY OF .....

PERSONALLY APPEARED Helen K. Pawek
(Fill in name of one witness)

and made oath that he saw [illegible]
(Fill in name of Purchaser)

sign, seal and as his act and deed deliver the above written contract, and that he with .....

T. B. Bryant, Jr. ..... witnessed
(Fill in name of other witness)

the due execution thereof.

SWORN to before me this 16th

day of November 19 [illegible] /s/ Helen K. Pawek
(First witness signs here)

(L. S.) /s/ T. B. Bryant, Jr.

Notary Public for South Carolina

109K

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

PERSONALLY APPEARED GERARD L. CARROLL and made oath that he saw the within Thomas P. McDevitt as attorney-in-fact for J. Peter Grace, Jr. sign, seal and as the act and deed of said J. Peter Grace, Jr. deliver the above written contract and that he with Daniel D. Chabris, witnessed the due execution thereof and that he executed said instrument as the act and deed of said J. Peter Grace, Jr. by virture of a Power of Attorney dated May 25, 1951 and recorded in the office of the Clerk of the County of Nassau, New York, in Liber 4652 at Page 580 on September 10th, 1951.

/s/ Gerard L. Carroll

Gerard L. Carroll

Sworn to before me this

22nd day of December, 1954.

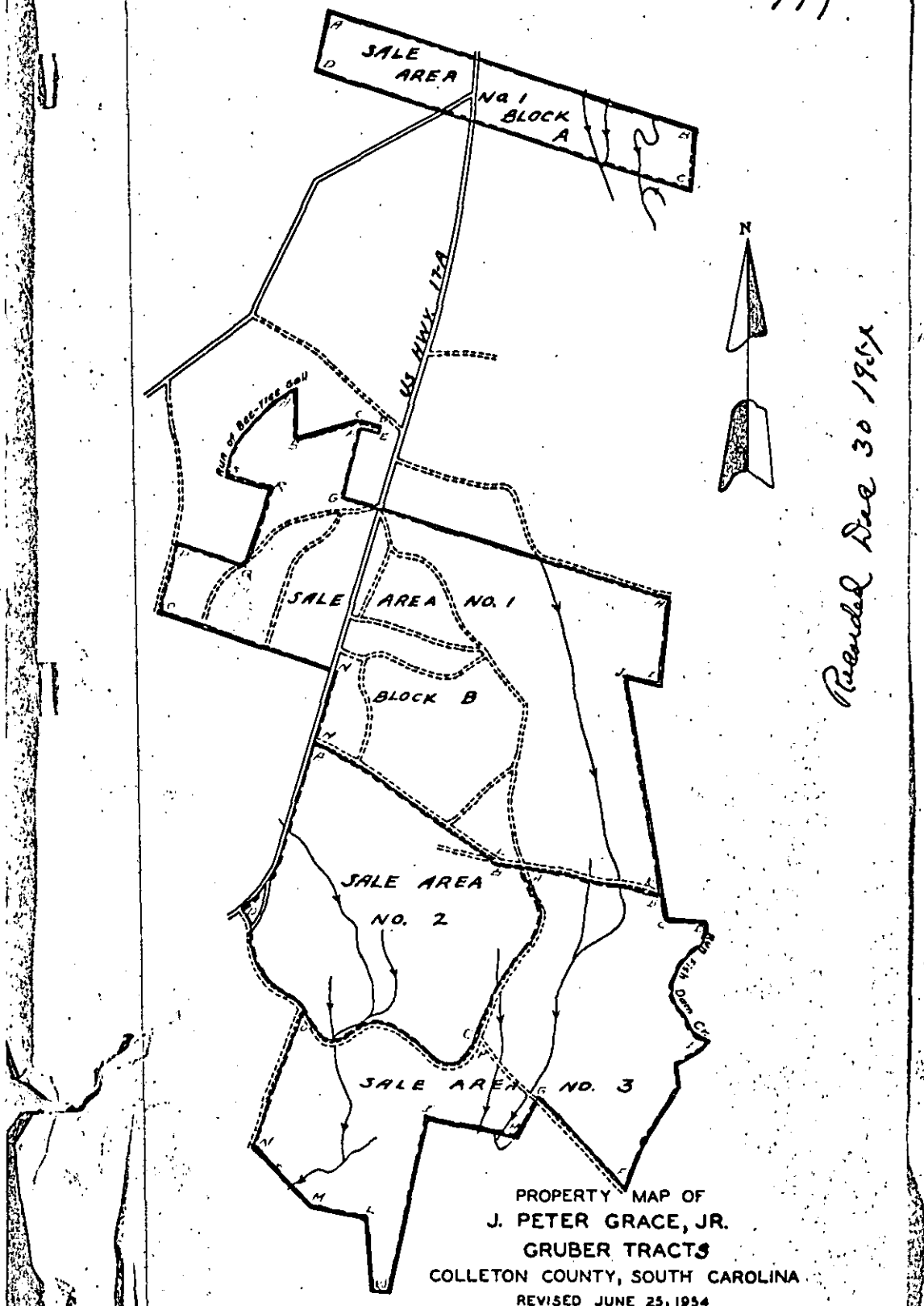
/s/ Catherine L. Purcell

CATHERINE L. PURCELL
Notary Public, State of New York
No. 24-317400
Qualified in Kings County
Certificates filed in Kings Reg.
N. Y. Co. Clks., N. Y. Reg.
Nassau County Clerk's Offices
Commission expires March 30, 1955

110

BOOK 110

111



Released Dec 30 19 6X

PROPERTY MAP OF
J. PETER GRACE, JR.
GRUBER TRACTS
COLLETON COUNTY, SOUTH CAROLINA
REVISED JUNE 25, 1954
SCALE: 2 INCHES = 1 MILE
WM. R. SIZEMORE & COMPANY
FORESTERS - SURVEYORS - LAND MANAGERS
TALLASSEE, ALABAMA

112

BOOK 110

Copy 113

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that ALMAR FOUNDATION, INC., a corporation organized and existing under the laws of the State of New York and having its principal office and post office address at Room 1519, 50 Broad Street, New York, N. Y., for valuable consideration to it in hand paid by J. PETER GRACE, Jr., whose post office address is 7 Hanover Square, New York, N. Y., the receipt whereof is hereby acknowledged, have remised, released and discharged and by these Presents do remise, release and forever discharge unto the said J. PETER GRACE, Jr., his Executors, Heirs and Assigns, forever, all and singular the timber mentioned and described in the timber sale contract for Sale Areas No. 1, 2 and 3, entered into the 16th day of November, 1954, between J. PETER GRACE, Jr. and HERMAN C. FENDER of Yemassee, South Carolina, wholly clear, freed and discharged from the lien of the Mortgage from the said J. PETER GRACE, Jr., to ALMAR FOUNDATION, INC., dated the 18th day of January, 1954, and recorded in the office of the Clerk of Court for Colleton County in Book of Mortgages 90, Pages 191-202.

IN WITNESS WHEREOF ALMAR FOUNDATION, INC. has caused this Release to be duly executed by its proper officers, and its Corporate Seal to be hereto affixed, this 29th day of December, 1954.

SIGNED, SEALED & DELIVERED)
In the Presence of:)
)
/s/ Joseph Chase)
)
/s/ Morton I. Hamburg)
)

ALMAR FOUNDATION, INC.

BY /s/ A. H. Caspary
its President

By /s/ John F. Ward
its Secretary

(Corporate Seal affixed)

Jan 17 - 1955

113A

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

PERSONALLY APPEARED Joseph Chase, who being duly sowrn says that he saw A. H. Caspary as President and John F. Ward as Secretary of the ALMAR FOUNDATION, INC. sign, affix the Corporate Seal and attest the same and as the Act and Deed of the said Almar Foundation, Inc. doliver the foregoing Release, and that he with Morton Hamburg witnessed the execution thereof.

SWORN to before me this 30th)
)
day of December 1954)

/s/ Joseph Chase

(L.S.) /s/ Joseph I. Heneghan
Notary Public for New York

JOSEPH I. HENEGHAN
Notary Public, State of New York
No. 30-6852050
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

DEEDS

114

-2-

STATE OF NEW YORK)
COUNTY OF NEW YORK)

PERSONALLY APPEARED Joseph Chase, who being duly sworn says that he saw [illegible] as President and John F. Ward as Secretary of the Arlan Foundation, Inc. sign, affix the Corporate Seal and attest the same as the act and deed of the said Arlan Foundation, Inc. [illegible] Releases, and that he with Joseph Chase witnessed the execution thereof.

SEGAN to before me this 30th day of December 1954

/s/ Joseph Chase

/s/
(L.S.) Joseph I. Lenchner
Notary Public for New York

JOSEPH I. LENCHNER
Notary Public, State of New York
No. 30-6872040
Qualified in Nassau County
Certificate filed with New York County Clerk
Commission Expires March 30, 1956

POWER OF ATTORNEY

Copy

115

NOW ALL MEN BY THESE PRESENTS:

That I, William John Sander

Marine Corps Recruit Depot, Parris Island, South Carolina, do hereby make, constitute, and appoint Vernie H. Sander of

102 Howell Street, Walterboro, South Carolina

my true and lawful attorney in fact for me and in my name, place and stead, to do any and all things to the same force and effect that I could do if personally present. And more particularly, but not in limitation of the broad powers hereinabove granted, to buy, sell, deal in, dispose of, mortgage or otherwise encumber real and personal property of every nature and description; to ask, demand, receive and give acquittance for any sum or things due me; to receive, endorse, and obtain the proceeds of any checks, drafts, notes or other negotiable instruments payable to the order of the undersigned, and to give full discharge for same; to sign checks for me on my account in any bank where the same may be in my name; to settle, compound, compromise, and adjust, by payment or otherwise, any claims or demands which may be made against me; to cash, surrender up for payment or redemption, and collect the proceeds or cash surrender value of any and all bonds, deventures, certificates of indebtedness or certificates of credit issued by or for the United States of America or any branch, authority or agency thereof; to execute vouchers in my behalf for any and all allowances or reimbursements properly payable to me by the United States; to take possession and order the removal and shipment of any of my property from any post, warehouse, depot, dock or other place of storage or safekeeping, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose; to enter into agreements and contracts of every nature and to carry on and manage my affairs without limitation in every respect as she alone deems advisable.

I hereby ratify all that she may do in the premises by virtue of this Power of Attorney, and bind myself and my heirs, executors and administrators to all persons not having notice of the revocation of said power of attorney by all that my said attorney shall do after revocation thereof whether or not my said attorney shall have notice thereof, it being my intention to fully protect all persons dealing in good faith with my said attorney and relieve such persons from any responsibility to satisfy themselves that I am in fact alive at any particular time.

In Witness Whereof, I have hereunto set my hand and seal this _____ day of Jan 24-55 1955.

ATTEST: William J Sander L.S.

C H Wilson
(Witness)

C. H. Engle
(Witness)

STATE OF SOUTH CAROLINA)
: SS
COUNTY OF BEAUFORT)

Personally appeared before me C.H. Wilson and made oath that he saw William John Sander sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he with C.H. Engle in the presence of each other, witnesses the due execution thereof.

C H Wilson
(Witness

Sworn to before me this 24th day of January A.D. 1955

Alfredo E. Alkerman

Recorded Jan 24 1955

1.16

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton.

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That I/we Rosa Lee Johns, Rubye J.Carter, P.M.Johns. Jr. Rosine J.Bishop Hattie Johns, Isaac J. Johns. Michael A.Johns. and Martha J.Holland.

in the State aforesaid, in consideration of the sum of

Right Thousand Six Hundred Twenty Five and No/100

($ 8625.00) Dollars, to me/us in hand paid at and before the sealing of these presents by Council Wood Products, a limited partnership, (Receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Council Wood Products, a limited partnership, all timber and trees, both standing and fallen, measuring Sixteen. inches, and upwards, outside diameter at time of cutting, Twelve. inches from the ground, in and on:

All that certain piece, parcel or tract of land, situate, lying and being in Broxton. Township, in the County and State aforesaid, containing Two Hundred And Fifteen (215)

(215.) acres, more or less, and being bounded as follows:

North by lands of G.D.Varn and P.M.Johns. Jr.

East by landsofP.M.Johns, Jr, L.T.Miles Mary Wiggins and Shelly Jones.

South by lands of C.P.key and Frank Stanley.

West by landsof ONeal, Fralix , Frank Stanley and Blanchard Carter.

It is further agreed that All fields must be left clear of any tree tops and all pasture fences protected from damage.
This constitutes all my Interest in the above Referred to Timber as an Heirs at law of P.M.Johns. Deceased.

TOGETHER, with the right to use in cutting and removal of said timber and trees, and any or every part thereof, all such machinery, devices, appliances and equipment as may be in the judgment of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for said purpose; and the right to locate, build, construct, maintain and operate on the premises, and on contiguous lands owned by the grantor, roads, tramroads, railroads, mills, buildings and all things incident thereto, for use in connection with the cutting, removal, handling and manufacture of said timber and trees, and also any other timber and trees whatsoever; and the right to cut, use and remove such small timber and trees, undergrowth, brush and earth, situate on the premises, as may in the judgement of the grantee, its successors or assigns, be useful, convenient or necessary in cutting, removing or handling the said timber and trees conveyed by this deed, or in exercising any of the rights and privileges granted hereunder; and also all such rights, ways, privileges and easements (whether hereinabove mentioned or not) in, over and upon the premises, as may in the judgement of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for any of the purposes or uses aforesaid.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the full term from the date of these presents until Eighteen Months (18) in which to cut and remove the aforesaid timber and trees conveyed by this deed, at any time and from time to time during said term, and in which to exercise, use and enjoy the aforesaid rights and privileges conveyed by this deed, at any time and from time to time during the said term.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the right at any time during the continuance of this contract, or within ninety (90) days after the expiration thereof, to remove any and all property placed by it or them upon the premises.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to pay promptly all taxes and assessments that are now due or that may hereafter become due upon the premises, including the timber and trees thereon.

TO HAVE AND TO HOLD, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to warrant and forever defend, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns, against myself/ourselves and my/our heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

Witness my/our hand (s) and seal (s) this 17th day March 1955. A. D., 19

In the presence of:

Marguerite S.Kinard.
Osborne H.Rhodes.

Henry F.Sanders.
Parris H.Davis.

Hazel G.Swann and Brady Holland.

Isaac J.Johns.
Rosa Lea Johns.
Rubye J.Carter.
P.M.Johns Jr.
Rosine J.Bishop.
Hattie Johns.

Miachel A.Johns.(L.S.
Martha J.Holland.
(L. S.)
(L. S.)

Recorded March 21, 1955, at 10 A.M.

118

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton, } PROBATE

PERSONALLY appeared before me, Marguerite S.Kinard. who being duly sworn, says that she saw the within named Isaac J.Johns, Rosa Lee Johns. Rubye J.Carter; P.M.Johns, Jr. and Rosine D.Bishop. she. Osborne H.Rhodes. sign, seal and as his act and deed, deliver the within written deed, and that he with she. witnessed the execution thereof.

SWORN to before me this 19th. day of March 1955. A. D., 19

Marguerite S.Kinard.

Osborne H.Rhodes. (L. S.)
Notary Public, S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton. } RENUNCIATION OF DOWER

I, Evelyn F.Harryman. Notary Public, S. C.,

do hereby certify unto all whom it may concern, that Mrs. Catherine N.Johns.

wife of the within named Miachel A.Johns. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named, Council Wood Products, a limited partnership, their heirs, executors and administrators, successors or assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the timber and trees, rights and privileges within mentioned and released.

Given under my hand and seal this 17th. day of March, A. D 1955, A. D., 19

Catherine N.Johns.

Evelyn F.Harryman. (SEAL)
Notary Public, S. C.

Seal Affixed. My commission expires at Pleas. of Governor.

STATE OF SOUTH CAROLINA

To

COUNCIL WOOD PRODUCTS,
A LIMITED PARTNERSHIP.

TIMBER DEED

Filed this ____ day of ____ A. D., 19____ and recorded in Book ____ Page ____ Fee, $ ____

R. M. C. or Clerk of Court C. P. & G. S. ____ County, S. C.

Entered in County Auditors Office in Book ____ Page ____ this ____ day of ____ 19____

Auditor ____ County, S. C.

Boineau & Co., Orbg., S. C.

North.

STATE OF SOUTH CAROLINA.
COUNTY OF RICHLAND.
PERSONALLY appeared before me Hazel G.Swann who being duly sworn says that she saw the within named Martha J.Holland, sign, seal and as heract and Deed deliver the within written Deed andthat she with Brady Holland witnessed the Execution thereof.
SWORN to before me this 15th day of March 1955.
Mae T.Taylor. (L.S.)
Notary Public for North Carolina. Hazel G.Swann.
Seal Affixed.
My commission expires November 22, 1955.

811

118A

STATE OF SOUTH CAROLINA,
Colleton. COUNTY.

PERSONALLY appeared before me Henry E.Sanders.
and made oath that he. saw the within-named Hattie Johns. and Miachel A.Johns.
sign, seal and, as their. act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with Farris H.Davis. witnessed the execution thereof.

SWORN to before me this 17th. *day of*
March 1955. *,19*

Evelyn R.Harryman. (L.S.)
Notary Public of S. C.
Seal Affixed.
My commission expire at Pleas of Governor.

Henry E.Sanders.

STATE OF SOUTH CAROLINA,
Richland. COUNTY.

RENUNCIATION OF DOWER

I, I.David Mallichamp. , do hereby certify unto all whom it may concern, that Mrs. Elizabeth C.Johns.
the wife of the within-named Isaac J.Johns.
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Council Wood Proddots a Limited Partnership. theirheirs and Assigns.

heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 19th.
day of March 1955.
Anno Domini 19

David Mallichamp. (L.S.)
Notary Public of S. C.

Elizabeth C.Johns.

DEEDS

State of South Carolina,

County of

TO

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

I hereby certify that the within Deed has been this day of , A. D. 19 , Recorded in Book of Deeds, page

Auditor for County

Sxf.Stamps Affixed to Original

S.C.Stamps. $ 18/00

Fed Stamps. 9.90

1183

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton.

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That I/we We, Eugene E.Johns and Robert E.Johns.

in the State aforesaid, in consideration of the sum of

Two Thousand and No/100 ($ 2,000.00)

($ 2,000.00) Dollars, to me/us in hand paid at and before the sealing of these presents by Council Wood Products, a limited partnership, (Receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Council Wood Products, a limited partnership, all timber Pine trees, both standing and fallen, measuring Sixteen inches, and upwards, outside diameter at time of cutting, Twelve. inches from the ground, in and on:

All that certain piece, parcel or tract of land, situate, lying and being in Broxton. Township, in the County and State aforesaid, containing Two Hundred Fifteen (215.) acres, more or less, and being bounded as follows:

North by Land of G.D.Varn and P.M.Johns. Jr.

East by landsofP.J.Johns, Jr L. T . Miles, Mary Wiggins and shelly Jones.

South By landsof C.P.Key and Frank Stanley.

West by landsofOneal Pralix and Frank Stanley and Blanchard Carter.
It is further agreed that all fields must be clear of any tree tops and all pastures fences protected from damage.
this constitutes all our interestto the above referred to Timber as an heir at law of P.M.Johns; deceased.

TOGETHER, with the right to use in cutting and removal of said timber and trees, and any or every part thereof, all such machinery, devices, appliances and equipment as may be in the judgment of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for said purpose; and the right to locate, build, construct, maintain and operate on the premises, and on contiguous lands owned by the grantor, roads, tramroads, railroads, mills, buildings and all things incident thereto, for use in connection with the cutting, removal, handling and manufacture of said timber and trees, and also any other timber and trees whatsoever; and the right to cut, use and remove such small timber and trees, undergrowth, brush and earth, situate on the premises, as may in the judgement of the grantee, its successors or assigns, be useful, convenient or necessary in cutting, removing or handling the said timber and trees conveyed by this deed, or in exercising any of the rights and privileges granted hereunder; and also all such rights, ways, privileges and easements (whether hereinabove mentioned or not) in, over and upon the premises, as may in the judgement of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for any of the purposes or uses aforesaid.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the full term from the date of these presents until Eighteen Months. in which to cut and remove the aforesaid timber and trees conveyed by this deed, at any time and from time to time during said term, and in which to exercise, use and enjoy the aforesaid rights and privileges conveyed by this deed, at any time and from time to time during the said term.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the right at any time during the continuance of this contract, or within ninety (90) days after the expiration thereof, to remove any and all property placed by it or them upon the premises.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to pay promptly all taxes and assessments that are now due or that may hereafter become due upon the premises, including the timber and trees thereon.

TO HAVE AND TO HOLD, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to warrant and forever defend, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns, against myself/ourselves and my/our heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

Witness my/our hand (s) and seal (s) this 16th March 1955. day of A. D., 19

In the presence of:

J.Craig Russell.
Ralph Winson.

Eugene E.Johns. (L. S.)
Robett E.Johns. (L. S.)

Recorded March 19th 21st 1955 at 10 A.M.

THE STATE OF ~~SOUTH~~ North CAROLINA.
COUNTY OF Hertford.

PROBATE

120

PERSONALLY appeared before me, J.Craig Russell. who being duly sworn, says that he saw the within named Eugene E.Johns and Robert E.Johns, sign, seal and as his act and deed, deliver the within written deed, and that he with Ralph Winson. witnessed the execution thereof.

SWORN to before me this 16th. day of March 1955. A. D. 19__

J.Craig Russell.

Martha T.McKellar. (L. S.)
Notary Public, North Carolina.
Seal Affixed.
MY commission expires 7-19-55.

THE STATE OF ~~SOUTH~~ North CAROLINA.
COUNTY OF Hertford.

RENUNCIATION OF DOWER

I, Martha T.McKellar. Notary Public, North C.

do hereby certify unto all whom it may concern, that Helen S.Johns. wife of the within named Eugene E.Johns. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named, Council Wood Products, a limited partnership, their heirs, executors and administrators, successors or assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the timber and trees, rights and privileges within mentioned and released.

Given under my hand and seal this 16th. day of 16 March 1955. A. D. 19__

Helen S.Johns.

Martha T.McKellar. (SEAL)
Notary Public North Carolina.
Seal A fixed.
MY commission expires 7-19-55.

S.C. Stamps. 2.20
Fed. Stamps. 4.00

STATE OF SOUTH CAROLINA

To

COUNCIL WOOD PRODUCTS,
A LIMITED PARTNERSHIP.

TIMBER DEED

Filed this ____ day of ____ A. D. 19__ at ____ and recorded in Book ____ Page ____ Fee, $ ____

R. M. C. or Clerk of Court C. P. & G. S. ____ County, S. C.

Entered in County Auditors Office in Book ____ Page ____ this ____ day of ____ 19__ Auditor ____ County, S. C.

Boineau & Co., Orbg., S. C.

STATE OF NORTH CAROLINA.
COUNTY OF HERTFORD.

Renunciation of Dower.

I,Martha T.McKellar Notary Public for North Carolina, do hereby certify unto all whom it may concern that Mrs Caudill L.Johns. the wife of the within named Robert E.Johns. did thid day appear before me and Upon being privately and Separately examined by me did declarethat she does freely, voluntarily and without any compulsion, Dreador Fear of any person orpersons whomsoeger renounce, release and Forever relinquish unto the within named Council Wood Products, a Limited Partnership, their heirs, Execators, and Administrators Successors or Assigns, all her interest and Estate and also all her right and Claim of Dower, of, in or to all and singularthe premises within mantione and released.
Given under my hand and Seal this 16 day of March 1955.
Martha T.McKellar.(L.S.
NOtary Public for N.C.
Seal Affixed
My commission expires 7-16-55.

Mrs. Caudill L Johns.

021

121

THE STATE OF SOUTH CAROLINA.
COUNTY OF Colleton.

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That I/we Charles W.Johns.

in the State aforesaid, in consideration of the sum of

One Thousand and No/100 ($ 1,000.00)

($ 1,000.00) Dollars, to me/us in hand paid at and before the sealing of these presents by Council Wood Products, a limited partnership, (Receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Council Wood Products, a limited partnership, all timber and trees, both standing and fallen, measuring Sixteen inches, and upwards, outside diameter at time of cutting Twelve. inches from the ground, in and on: Pine

All that certain piece, parcel or tract of land, situate, lying and being in Broxton. Township, in the County and State aforesaid, containing Two Hundred and Fifteen. (215.) acres, more or less, and being bounded as follows:

North by Lands of G.D.Varn and P.M.Johns Jr.

East by lands of P.M.Johns, Jr, L.T.Miles, mary Wiggins and shelly Jones.

South by lands of C.P.Key and Frank Stanley.

West by lands of Oneal Fralix , frank Stanley and Blanchard Carter.

It is further agreed that all fields must be left clear of any tree tops and all pasture fences protected from damage.
This constitutes all my Interest in the above referred to timber as an heir at law of P.M.Johns, Deceased.

TOGETHER, with the right to use in cutting and removal of said timber and trees, and any or every part thereof, all such machinery, devices, appliances and equipment as may be in the judgment of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for said purpose; and the right to locate, build, construct, maintain and operate on the premises, and on contiguous lands owned by the grantor, roads, tramroads, railroads, mills, buildings and all things incident thereto, for use in connection with the cutting, removal, handling and manufacture of said timber and trees, and also any other timber and trees whatsoever; and the right to cut, use and remove such small timber and trees, undergrowth, brush and earth, situate on the premises, as may in the judgement of the grantee, its successors or assigns, be useful, convenient or necessary in cutting, removing or handling the said timber and trees conveyed by this deed, or in exercising any of the rights and privileges granted hereunder; and also all such rights, ways, privileges and easements (whether hereinabove mentioned or not) in, over and upon the premises, as may in the judgement of the grantees, their heirs, executors, administrators, successors or assigns, be useful, convenient or necessary for any of the purposes or uses aforesaid.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the full term from the date of these presents until Eighteen Months, (18) in which to cut and remove the aforesaid timber and trees conveyed by this deed, at any time and from time to time during said term, and in which to exercise, use and enjoy the aforesaid rights and privileges conveyed by this deed, at any time and from time to time during the said term.

AND the grantees, their heirs, executors, administrators, successors and assigns, shall have, and the same is hereby granted to it and them, the right at any time during the continuance of this contract, or within ninety (90) days after the expiration thereof, to remove any and all property placed by it or them upon the premises.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to pay promptly all taxes and assessments that are now due or that may hereafter become due upon the premises, including the timber and trees thereon.

TO HAVE AND TO HOLD, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns.

AND I/we, do hereby bind myself/ourselves and my/our heirs, executors and administrators, to warrant and forever defend, all and singular, the aforesaid timber and trees, rights and privileges, unto the said Council Wood Products, a limited partnership, their heirs, executors, administrators, successors or assigns, against myself/ourselves and my/our heirs, and all others lawfully claiming, or to claim the same, or any part thereof.

Witness my/our hand (s) and seal (s) this 16th day of March 1955. A. D., 19

In the presence of:

Ed Sipes. Charles W.Johns. (L. S.)

Everett Warnock. (L. S.)

Recorded March 21, 1955, at 9 A.M.

424

THE STATE OF SOUTH ~~CAROLINA~~ California.
COUNTY OF ~~xxxxxxxx~~ Los Angeles. } PROBATE

PERSONALLY appeared before me, Ed Sipes. who being duly sworn, says that he saw the within named Charles W.Johns.
sign, seal and as his act and deed, deliver the within written deed, and that he with
Everett Warnock. witnessed the execution thereof.

SWORN to before me this 16th. day March 1955. A. D., 19___ } Ed Sipes.

L
Lawriel R.Thompson. (L. S.)
Seal Affixed.
Notary Public for California.
My commission expires December 26,1955.

THE STATE OF SOUTH ~~CAROLINA~~ California.
COUNTY OF Los Angeles. } RENUNCIATION OF DOWER

I, Lawrel R.Thompson, a Notary Public for Calffornia. Not~~ary Public~~ for ~~South Carolina~~, do hereby certify unto all whom it may concern, that Celia W.Johns. wife of the within named Charles W.Johns. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named, Council Wood Products, a limited partnership, their heirs, executors and administrators, successors or assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the timber and trees, rights and privileges within mentioned and released.

Given under my hand and seal this 16th. day of March 1955. A. D., 19___ } Celia W.Johns.

Lawrel R.Thompson.
Notary Public for California. (SEAL)
Seal Affixed,
My commission expires December 26, 1955.

STATE OF SOUTH CAROLINA
To
COUNCIL WOOD PRODUCTS, A LIMITED PARTNERSHIP.
TIMBER DEED

Filed this ___ day of ___ A. D., 19___ and recorded in Book ___ Page ___ Fee, $ ___
R. M. C. or Clerk of Court C. P. & G. S. ___ County, S. C.
Entered in County Auditors Office in Book ___ Page ___ this ___ day of ___ 19___
Auditor ___ County, S. C.
Boineau & Co., Orbg., S. C.

S.C.Stamps. $ 2.00
Federal Stamps. 1.10

424

123

LEASE AGREEMENT

THIS AGREEMENT, made this 9th day of January 1951, between MRS. ANNIE P. B. PHILLIPS of Colleton County, South Carolina, hereinafter referred to as Lessor (whether one or more), and HOFFORD OIL COMPANY COMPANY, a Corporation, hereinafter referred to as Lessee.

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of Walterboro, County of Colleton, and State of South Carolina, described as follows:

All that lot of land in the Town of Walterboro, County of Colleton and State of South Carolina, bounded and described as follows: Measuring One Hundred Seventy-Five (175) feet on the East and bounded on the East by U. S. Highway 15; measuring Eighty-Five (85) feet on the North and bounded on the North by lands of Fishburne and McLeod; measuring One Hundred Seventy-Five (175) feet on the West and bounded on the West by run of a stream separating this property from lands of Hiott; measuring One Hundred Four (104) feet on the Southwest and bounded on the Southwest by run of a stream separating above described lot from lands of Lawton, formerly of Gatch, the above described lot is more specifically described by plat made by S. S. Snook, Registered Surveyor of date December, 1945. This is the same land conveyed to E. B. Funderburk by L. G. Fishburne and W. M. McLeod, Jr. by their deed dated 18 January 1946 and recorded in the office of the Clerk of Court for Colleton County in Book of Deeds 92 at page 11.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Ten (10) years commencing on the First (1st) day of February, 19 51, and ending on the Thirty-First (31st) day of January, 19 61, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease for an additional period of XXXX (XX) years commencing on the ( ) day of , 19 , and ending on the ( ) day of , 19 , under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

Lessee is hereby granted the further option of extending this lease for an additional period of XXXX (XX) years commencing on the ( ) day of , 19 , and ending on the ( ) day of , 19 , under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term.

3. Lessee agrees to pay as rent for said premises:

The sum of One Hundred Twenty-Five ($125.00) Dollars per month, payable in advance on or before the 10th day of each month during the term of this lease agreement and, in addition thereto, the sum of Ten ($10.00) Dollars per month for each $1,000 expended by Lessor in making certain improvements as set out in Paragraph No. 21 hereof, the maximum cost of said improvements not to exceed $3,000.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease or any extension hereof, to maintain and keep the buildings, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance and repair, at such times and in such manner as not unreasonably or unnecessarily to interfere with the Lessee's use and occupancy of said premises. If the Lessor, after written demand by the Lessee so to do, shall fail or refuse to make any necessary repairs, the Lessee shall have the right, at its option, either (1) to make such repairs and to charge the expense thereof to Lessor which expense the Lessor agrees to pay on demand, and until paid by Lessor, the Lessee shall have the right to deduct such expense from rent thereafter payable by the Lessee hereunder; or (2) to cancel and terminate this lease by giving written notice thereof to the Lessor. The Lessor, however, shall not be required to repair any damage done by waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste caused by Lessee.

[illegible]

[illegible] Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color, scheme or combination now or hereafter used by Lessee at its service stations generally.

14. Lessee shall have the right to assign this lease or, sublet the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subsequent by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed.

[illegible]

[illegible] Lessee shall have the right to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. If Lessee does not elect to purchase or does not purchase said property, and Lessor sells the property to the third party making such offer, then the purchaser shall take the property subject to and burdened with all of the terms, provisions and conditions of this lease, and the rights of Lessee under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership.

17. Title examination on exercise of purchase option. In event Lessee elects to purchase the property as provided in this lease, then Lessor shall, within thirty (30) days after receipt of such notice of election from Lessee, deliver to Lessee at Lessor's address hereinafter shown complete abstracts of title covering said property, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option, a title insurance policy in a responsible title guaranty company, showing a good and marketable title in Lessor. If Lessor fails or refuses to so furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the cash or other consideration to be paid for the property. Lessee shall have a reasonable time after receipt of abstracts or title policy in which to examine the title and to notify Lessor whether or not the title is acceptable to Lessee. If Lessee is willing to accept Lessor's title and consummate the purchase, then Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the premises to Lessee by general warranty deed, free and clear of all liens and encumbrances, (including, without limiting the foregoing, the rights of homestead, dower and/or curtesy) and deliver such deed to Lessee upon the payment or delivery of the consideration. Lessee shall continue to pay the rentals accruing hereunder from and after the date Lessee notifies Lessor of the exercise of said option, but upon the consummation of the purchase all such rentals so paid by Lessee shall be reimbursed to Lessee by deducting same from the cash or other consideration to be paid for the property. Lessee may also deduct from the purchase price any indebtedness owing by Lessor to Lessee, together with legal interest thereon, whether growing out of this lease or otherwise. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions to the date on which the purchase is consummated or Lessee notifies Lessor that it is not willing to consummate the purchase. If Lessee purchases the property, then contemporaneously with the conveyance of the property to Lessee this lease shall become null and void, without further notice, and Lessee shall thereupon be released and discharged from all further rentals and other obligations on the part of the Lessee to be paid, kept and performed.

18. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.

19. Any notices under or inquiries regarding this lease shall be delivered to Lessor at Colleton County, S. C. and to Lessee at Atlanta, Georgia or such other address as the parties may from time to time designate in writing. Notice may be given by registered mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

20. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

1.24

21. Lessor agrees to make improvements on the within leased premises as shown below, at Lessor's expense, said improvements to be completed and property turned over to Lessee on February 1, 1951. Lessor agrees to furnish Lessee with an itemized statement showing the cost of said improvements:

A. To construct a garage on the rear of the service station according to plans and specifications approved by Wofford Oil Company or its representative, Mr. C. W. Evans.

B. To cut door to garage through present wash rack.

C. To Close wall on side of service pit.
D. To lower floor and repair floor around pit.
E. To make all necessary repairs to service station, including plumbing, to put said location in first-class condition

22. Lessee agrees to paint said service station, at Lessee's expense, at least every three years during the term of this lease.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year above first written.

WITNESSES AS TO LESSOR:

W. M. Bennett M.D. _____ (Seal)
Mrs. Annie P. B. Phillips (Seal)
Miriam Smith _____ (Seal)
Mrs. Annie P. B. Phillips (Seal)
(Lessor)

WITNESSES AS TO LESSEE: WOFFORD OIL CO. OF GA. COMPANY (Lessee)

E. S. Worthington By [signature] (President)
Tommie P. Murphy _____ (Secretary)

ACKNOWLEDGMENT OF LESSOR

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Before me personally appeared W. M. Bennett M.D. and made oath that he saw the within named Mrs. Annie P. B. Phillips, sign, seal, and, as her act and deed, deliver the within written agreement, and that he with Miriam Smith, witnessed the execution thereof.

Ruth R. Connor

Sworn to before me this
30 day of Jan, 1950

Ruth R. Connor
Notary Public

ACKNOWLEDGMENT OF LESSEE
(Only when required by state law for recording)

STATE OF GEORGIA)
COUNTY OF FULTON)

Before me personally appeared E. S. Worthington and made oath that he saw the within named WOFFORD OIL COMPANY OF GEORGIA, by its President, John C. Dial, sign, seal, and, as his act and deed, deliver the within written agreement, and that he with Tommie P. Murphy witnessed the execution thereof.

Sworn to before me this
30 day of Jan, 1950

E. S. Worthington

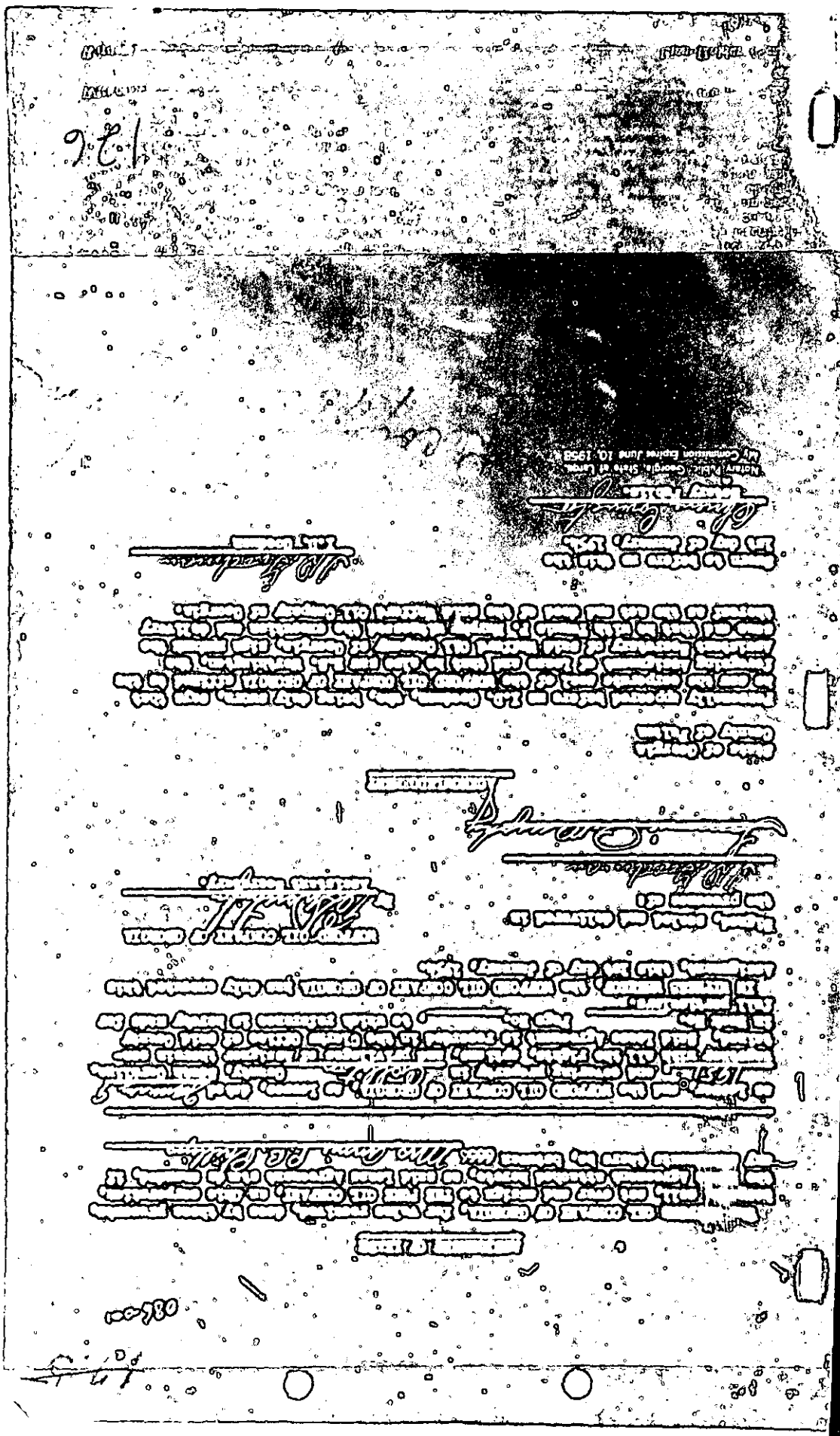
[signature]
Notary Public, Dutch County, Georgia
My Commission Expires March 10, 1954

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 9 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all of such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness _____ Owner (Seal)

Witness _____ Lien Holder (Seal)



LEASE. 127

A.L.Edwins et al as Landlords to West End Dairy, Tenants.

Form No. 900—LEASE—Revised 1923
WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 29014

STATE OF SOUTH CAROLINA,

------ Xxx. ----------

THIS AGREEMENT, Made this _____ day of _____, 19____

between A.L.Edwins and Marion Byrd Edwins.

hereinafter styled the Landlord, and West End DAiry.

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord without artificial heat, light or water All of that lot of land, with buildings and other Improvements thereon, Situated approximately Four tenths (0.4) miles North bf the City of Walterboro, County and State aforesaid, on U.S. Highway Number 15 butting and Bounding and Measuring and Containing : AS follows; To the West on Highway No.15, Seventy Five (75) Feet; To the East onlands of Lucas Realty Corporation, seventy Five (75) Feet; to the South bn County Road; Two Hundred (200) Feet ; and to the North on lands of Lucas Realty Corporation, two Hundred (200) Feet, be all of the dimensions a little more or less.

to be used as Cold Storate Plant or otherwise.

TO HAVE AND TO HOLD the premises above described for the term of Ten Years.

said term to commence on the 1st. day of September 1955. 19____

and to end on the 1st September 1965. 19____, at a rental of

One Hundred and Sixty and No/100($ 160.00) Dollars per month.

said rent to be paid in advance on the (1st)First. day of each and every month during the life of this lease by the Tenant to the Landlord at Charleston S.C.

State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless Sixty (60) Days notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND IT IS AGREED, that neither the said premises or any part thereof shall be assigned, let or underlet; or used or permitted to be used for any purpose other than the above mentioned.

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement. And also that the destruction of said premises by fire shall terminate this agreement. Marion Byrd Edwina/ A.L.Edwins landlords. West End Dairy, G Generette , Tenant.

Recorded November 26, 1955, at 11 A.M.

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereuntoset their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

D.S.Black — A.L.Edwins. (L.S.)

Wilhelmina B.Black. (As to the Landlord) — Marion Byrd Edwins. (L.S.)

Landlords.

Vincent DePaul.
Mrs Ira Joan Lewis.
as thethe Tenant.

West End Dairy. (L.S.)
BY Gresward Generett, Tenant.

Recorded November 26, 1955, at 11 A.M.

Standard Form Lease

Premises

From

To

Rent $ Per Month

Payable in advance on

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C.

9-21

FORM 205.63

1183

129

LEASE

THIS LEASE, made this 7th day of November, 1955,

between MACK H. RAMSEY

of Colleton County, South Carolina, hereinafter referred to as Lessor

(whether one or more), and THE PURE OIL COMPANY, an Ohio corporation, hereinafter referred to as Lessee, WITNESSETH:

For the considerations, and subject to the terms, conditions, and provisions of that certain Lease Agreement hereinafter referred to, Lessor has leased and let and hereby leases and lets unto Lessee that certain tract or parcel of land, with any buildings, structures, improvements and equipment thereon,

situated in the City of Ruffin, County of Colleton,

and State of South Carolina, described as follows:

All that parcel or lot of land, situate, lying and being in the Town of Ruffin, county and state aforesaid, known as Padgett's Filling Station, and bounded and described as follows: Northeast by lot of J. F. Cummings; Southeast by lot of J. F. Cummings; Southwest by Atlantic Coast Line Railroad right of way; Northwest by U. S. Highway #21, said tract fronting Forty-four (44') feet on U. S. Highway #21 with a depth of Seventy-eight (78') feet. A more full and accurate description may be had by reference to a plat thereof made by S. S. Snook, registered land surveyor, under date of September 10th, 1955, which plat is recorded in Clerk of Court's office at Walterboro in Plat Book #9, at Page #26.

$700.00 for 10 yrs
Doc stamps on original 28 cts

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

To have and to hold the same unto Lessee for the period of time, for the considerations, and under the terms, conditions and provisions set out in that certain written Lease Agreement between Lessor and Lessee, bearing even date herewith, duly executed and delivered, and now in effect, covering the premises above described.

Said Lease Agreement contains options to Lessee to [redacted] meet any bona fide offer to purchase the premises made by a third party.

Said Lease Agreement is incorporated herein by reference the same as though fully written herein, and is hereby referred to for all purposes.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year above first written.

WITNESSES AS TO LESSOR:

[signature]

George H. Wilson

WITNESSES AS TO LESSEE:

E. S. Washington

Jennie P. Murphy

4 PM

Dec 16- 1955

Mack H. Ramsey (SEAL)
Mack H. Ramsey

(SEAL)

(SEAL)

(SEAL)
(Lessor)

THE PURE OIL COMPANY (Lessee) (Lessee)

By [signature]
(Authorized Agent)

ATTEST: _____
(Assistant Secretary)

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ACKNOWLEDGMENT OF LESSOR

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Before me personally appeared George H Wilson and made oath that he saw the within named Mack H. Ramsey sign, seal and as his act and deed, deliver the within Lease Agreement and that affiant with [illegible] witnessed the execution thereof.

George H. Wilson

Sworn to before me this 15th day of Nov, 1955.

Arnold Padgett
Notary Public

FORM 205.07 SM 12-54

ACKNOWLEDGEMENT BY AUTHORIZED AGENT

STATE OF Georgia }
COUNTY OF Fulton } ss

I, the undersigned, a Notary Public in and for said county, do hereby certify that Jno. C. Dial personally known to me to be Authorized Agent of THE PURE OIL COMPANY, an Ohio corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said THE PURE OIL COMPANY for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 18th day of November, 19 55.

My commission expires:
Notary Public, DeKalb County, Georgia.
My Commission Expires Oct. 16, 1959

Byron Dwight
Notary Public

Notary Public

My commission expires:

FORM NO. 90—LEASE 131

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. REVISED 1923

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

THIS INDENTURE, made the 3rd day of January A. D. 1956

Witnesseth that I, G. E. Smith

do hereby lease unto Dargan M. Smith

the lot of land, ~~with all the buildings thereon standing~~, and the appurtenances to the same belonging, known as No. situate ~~in~~ near the Town of Smoaks of and County and State aforesaid, bounded and described as follows:

A tract of land containing thirty (30) acres, more or less, bounded on the North by lands of F. M. Bennett; East by lands of H. M. Kinsey and Junior Smith; on the South by lands of Junior Smith; and on the West by Willis Priester.

TO HOLD for the term of three years from the 1st day of January A. D. 1956

And I, the Lessee above named, promise to pay for the rent of said premises the sum of One Hundred, Twenty-five and No/100 ($125.00) Dollars per year, payable in advance each year

and to quit and deliver up the same to the Lessor, or his Attorney, peaceably and quietly at the end of the term, in as good condition, reasonable use thereof, fire, and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS EXPRESSLY AGREED, that if there is default in the payment of the rent above stipulated for thirty (30) days after the same is due, the said G. E. Smith his Attorney or Agent, shall have the right to re-enter and re-possess the said premises, and to expel and remove therefrom the said Dargan M. Smith or any other person occupying the same.

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written,

SIGNED, SEALED AND DELIVERED IN PRESENCE OF.....

G E Smith (L. S.)

Dargan M Smith (L. S.)

Recorded 1/4/57

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STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me [signature] who being duly sworn says that he saw the within named G. E. Smith and Dargan M. Smith sign, seal, and as their act and deed deliver the within written instrument; and that he with _____ witnessed the execution thereof.

SWORN to before me this 3rd day of January 1956.

[signature]

Notary Public for South Carolina

Doc Stamp 08 cts

State of South Carolina,

COUNTY OF COLLETON

G. E. SMITH

TO

DARGAN M. SMITH

LEASE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 512216

GEN. SAL.—MK-2-1—OP-7906
(LAND & S. S.)
4-3-52

ESSO

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LEASE TO COMPANY

AGREEMENT made this 15th day of November, 19 55, by and between Mrs M.C.Easterling and , his wife, of Street, State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Columbia, South Carolina hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Walterboro, County of Colleton, State of South Carolina

LOCATION more fully described as follows:

DESCRIPTION All that lot of land situate on the edge of Walterboro, North of Ireland Creek Bridge, Colleton County, South Carolina, containing one (1) acre as delineated on plat of Harry H. Fripp, dated 8 July, 1940, and bounded: North by lot of George W. Campbell, formerly a part of same lands and by lands of E. R. Bryan, part of same lands; East and South by lands of E. R. Bryan, part of the same lands; and West by U. S. Hwy. No. 15. The said lot measuring 208.8 feet on the Western and Eastern lines; and extending back on the Northern and Southern lines 208.8 feet from the right-of-way of said highway.

The said lot is a portion of a tract of land conveyed by W. E. Bryan to E. R. Bryan by deed dated 10 January, 1923, recorded in Book 61, page 162, in the office of the Clerk of the Court for said county.

SOUTH CAROLINA DOCUMENTARY STAMPS IN THE AMOUNT OF $2.40 HAVE BEEN AFFIXED TO THE LESSEE'S COPY OF LEASE.

NOV 30 1955

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD TO HOLD the premises hereby demised unto Lessee for Five (5) years, beginning at noon on the 30th day of November, 19 55, and ending at noon on the 30th day of November, 19 60, on the following terms and conditions:

RENTAL (1) Lessee shall pay the following rent:

An annual rental of Twelve Hundred Dollars ($1,200.00) in equal monthly installments of One Hundred Dollars ($100.00) payable on the first day of each month in advance.

RENEWAL (2) Lessee shall have the option of renewing this lease for none (0) additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE (3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

Recorded 12/20/55

PERMITS AND ORDINANCES

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be hereafter revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

IMPROVEMENTS

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbings, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

TAXES ASSESSMENTS

(6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on any and all property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor fails so to do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee, or may require Lessor to make reimbursement to Lessee.

SUB-LETTING

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

DEFAULT

(8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

WAIVER

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

REPAIRS

(10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

PREMISES RENDERED UNFIT

USE OF PREMISES

(11) Lessee covenants and agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

TAKING BY PUBLIC AUTHORITY

(12) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

CANCELLATION

(13) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

PURCHASE OPTION

(14) Lessor and (his wife), in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of Dollars ($) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to at written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient

deed, of a good and marketable title to said premises free and clear of all liens and encumbrances except

which a reputable title company will insure as such at regular rates. The deed shall be delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday, in which case on the next business day thereafter, unless the date of the closing is subsequently extended by mutual agreement. All taxes, rents, sewer and water rents, assessments and insurance premiums, if Lessee shall elect to take over existing policies, shall be apportioned as of the date of the closing of the title. Between the time of the giving of notice of exercise of this option and the time of closing title, risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or otherwise shall be on the Lessor provided, however, that Lessor shall maintain such insurance as is then in force for the protection of the parties as their interests appear, and if title is closed all rights therein of Lessor shall be assigned to Lessee. In the event of the exercise of this option time shall be of the essence and tender of the purchase price and tender of the deed shall be waived.

LIABILITY (15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES (16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY (17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT (18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

(19) The Lessor reserves for his own use the building on this property to be used as an icing station for trucks together with the right of ingress and egress for trucks coming in to be iced and for his own cars or trucks around the icing plant.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

Witness	Mrs. Wm. C. Easterling (L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	ESSO STANDARD OIL COMPANY BY J. L. Hillen Jr. (L. S.) Assistant Division Manager

* Note—*All blank spaces to be filled in prior to execution.*

See over for "Acknowledgment of the Lessor"

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(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF SOUTH CAROLINA
COUNTY OF Colleton

PERSONALLY APPEARED before me R. L. Zeigler, WHO being duly sworn says that he saw Mrs M. C. Easterling sign, seal and as his act and deed deliver the foregoing instrument for the purpose mentioned therein and that he with B. B. Hare witnessed the execution of the same.

R. L. Zeigler

A. G. Steadman
Notary Public for South Carolina

(Corporate acknowledgment for Lessee)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me Lew Ingram, who being duly sworn says that he saw the Esso Standard Oil Company by its Assistant Division Manager J. L. Heller Jr, sign, seal, and as its act and deed deliver the foregoing instrument for the purpose mentioned therein and that he with E. W. Atkinson witnessed the execution of the same.

SWORN to before me this 1st day of Dec. 1955

Lew Ingram

Albert Pond
Notary Public for South Carolina

SCHEDULE "A"

Located on the premises herein described is a two story brick building to be used as a combination service station and truckers' bunk house, fully equipped with bunks, mattresses, pillows, etc., as well as another brick building to be used as an icing station previously referred to as being reserved for the use of Lessor. Also including and belonging to Lessor, one Air Compressor and Heaters.

"Consent of Owner" clause, when necessary is attached as a separate rider.

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FORM NO. 90—LEASE
WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. REVISED 1923

THE STATE OF SOUTH CAROLINA,
COUNTY OF

THIS INDENTURE, made the day of A. D. 19

Witnesseth that I, Colleton do hereby lease unto 25th January 56 J. C. Reade the lot of land, with all the buildings thereon standing, and the appurtenances to the same belonging, known as No. C. A. Bennett situate in the of and County and State aforesaid, bounded and described as follows:

S. C. County Colleton

The following field in Lodge School District on Farm Serial No. 1111 containing Forty (40) acres more or less bounded as follows: North by S. C. Highway, East by County road, South by lands of Johns, West by McCuen Branch

TO HOLD for the term of from the day of A. D. 19

And I, the Lessee above named, promise to pay for the rent of said premises the sum of three years and subsequent years 1st February 56 $75.00

and to quit and deliver up the same to the Lessor, or his Attorney, peaceably and quietly at the end of the term, in as good condition, reasonable use thereof, fire, and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS EXPRESSLY AGREED, that if there is default in the payment of the rent above stipulated for days after the same is due, the said his Attorney or Agent, shall have the right to re-enter and re-possess the said premises, and to expel and remove therefrom the said thirty (30) days J. C. Reade or any other person occupying the same.

C. A. Bennett

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

C. F. Baker

J. C. Reade (L. S.)

Ruth P. Tilley (L. S.)

State of South Carolina,

COUNTY OF Colleton

J. C. Reade

TO

C. A. Bennett

LEASE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 46326—L-46

STATE OF SOUTH CAROLINA } Personally appeared before me
COUNTY OF COLLETON } Ruth P. Tilley

and made oath that she saw the within named J. C. Reade sign, seal and as his act and deed, deliver the within written instrument and that he with G. L. Bauer witnessed the execution thereof.

Sworn to before me this 3 day of Feb A.D. 1956 Ruth P. Tilley (L.S.)

Cecil B. Crosby (L.S.)
Notary Public for S. C.

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Form No. 900—LEASE—Revised 1923
WALKER, EVANS & COBBWELL CO., CHARLESTON, S. C. 92014

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this 16 day of Jan, 1956

between R. A. Adams

hereinafter styled the Landlord, and Ada H. Adams

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord without artificial heat, light or water 3 4/10 acres of farm land situated North of the Town of Cottageville S.C. same being my home place but not including dwelling.

to be used as Farm

TO HAVE AND TO HOLD the premises above described for the term of 3 years

said term to commence on the 1st day of Jan 1956

and to end on the 1st day of Jan 1959, at a rental of Fifteen dollars per year

said rent to be paid in advance on the 1st Jan day of each and every ~~month~~ year during the life of this lease by the Tenant to the Landlord at Cottageville SC.

State aforesaid, or to the duly authorized Agent of the Landlord.

AND IT IS AGREED, that unless 60 Days notice in writing shall be given previous to the expiration of the period herein specified, by the Landlord to the Tenant, of the Landlord's desire to have possession of the premises, or like notice to be given by the Tenant to the Landlord of the Tenant's intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding from the termination of the period herein specified in all its provisions as a tenancy from month to month which may be thereafter terminated on the last day of any calendar month by notice of not less than thirty days given by either party.

AND IT IS AGREED, that neither the said premises or any part thereof shall be assigned, let or underlet; or used or permitted to be used for any purpose other than the above mentioned.

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures, or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith reposses all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term by or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

Recorded 2/4/56

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AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereuntoset their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

H. L. R. Rhodes — Ada H Adams (L. S.)

H. L. R. Rhodes — R A Adams (L. S.)

Standard Form Lease

AND

Premises

From

To

Rent $ Per Month

Payable in advance on

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C.

138

POSITION 1 (UPPER LEFT)

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Form FHA-41
(Rev. 8-5-54)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STANDARD FARM LEASE

THIS LEASE is entered into this 22 day of February, 1956, between James B. Breland, landlord, of Williams, S.C. (Address) and John G. Strickland tenant, of Smoaks, S.C. (Address)

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following-described property, located in Calhoun County, State of South Carolina: Land on South by M.S. Warren & Padgett Bros. Land on North by Bishop Est. & M.S. Warren Land on East by Padgett Bros & Graham Est. Land on West by Padgett Bros & M.S. Warren

and consisting of 25 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise specified

(All this property together is hereinafter referred to as the "farm.") The landlord warrants that he has the right to lease the farm, and will defend the tenant's possession against any and all persons whomsoever.

2. TERM OF LEASE.—The term of this lease shall be 3 year(s) from Feb., 19 56, to Feb., 19 59, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least ..... months before expiration of this lease or any renewal.

3. RENTAL RATES AND ARRANGEMENTS.

(A) *Crop-Share, Crop-Share-Cash, Cash, or Standing Rent and Arrangements.*—The tenant agrees to use the land and to pay as rent the shares of crops, cash, and/or quantities of crops as indicated below:

(1) Use of Land	(2) Acres	Kind and Amount of Rent To Be Paid		
		(3) Crop-share	(4) Cash	(5) Quantity of crop
			$	
For producing food for the family				
Woodland				
Farmstead and lots				
TOTAL FARM		XXXXXXX	$ 100.00	XXXXXXX

Additional agreements relative to crops and land use: .....

(B) *Livestock-Share Rent and Arrangements.*—It is agreed that the tenant (or the parties jointly) will engage in the commercial production of livestock, and as rent livestock and livestock products will be distributed or divided, according to the arrangements as indicated below:

(1) Kind of Livestock To Be Kept	(2) Number To Be Kept on Farm	Share Furnished by Landlord		Share Received by Landlord		
		(3) Livestock	(4) Feed produced on the farm	(5) Offspring or increase in herd	(6) Livestock sales	(7) Sales of livestock products

Additional agreements relative to livestock: .....

(C) *Payment of Rent.*—All rents agreed to, whether cash or share of crop or livestock receipts, shall be paid, distributed, or divided at the time and place as specified below: _____

4. OPERATIONAL EXPENSES.—The tenant will furnish all labor, equipment, and expenses for the operation of the farm except as indicated below:

(1) Item of Expense	(2) Furnished by Landlord	(1) Item of Expense	(2) Furnished by Landlord	(1) Item of Expense	(2) Furnished by Landlord

Additional agreements relative to operational expenses: _____

5. SOIL CONSERVATION AND CAPITAL IMPROVEMENTS.—To conserve the soil and to improve the farm, including the woodland, the two parties agree to carry out conservation practices and measures and to make other capital improvements, and to share contributions and costs necessary for completion of such practices and improvements as set forth below. The tenant shall be reimbursed by the landlord when the practice, measure, or improvement is completed, or will be compensated for its unexhausted value when the tenant leaves the farm, according to the schedule below:

(1) Conservation Practice, Measure or Other Capital Improvement	(2) Date To Be Completed	Percent To Be Furnished by Landlord and by Tenant						(6) Value Placed on Tenant's Contribution	(7) Rate of Annual Depreciation (Percent)
		(3) Materials		(4) Labor		(5) Machinery or trucking			
		L	T	L	T	L	T		
								$	

Additional agreements relative to soil conservation and capital improvements: _____

6. PAYMENT FOR PREPARING OR SEEDING LAND.—When the tenant leaves the farm, if the total acreage of prepared or seeded land is greater than at the beginning of his tenancy, he will be compensated by the landlord on the basis of the value of such excess acreages. If such total acreage is less than at the beginning of his tenancy, the tenant will compensate the landlord on the basis of the value of such deficiency, provided, the deficiency is not due to drought, flood, or other causes beyond the control of the tenant. The acreages at the beginning of this tenancy and the basis of payment are as follows:

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7. IT IS MUTUALLY AGREED THAT:

(1) The acres of crops and numbers of livestock shown above are those planned for the first year of this lease, and may be changed from year to year by mutual agreement.

(2) If it is impracticable in any year, from causes beyond the tenant's control, to grow the crops and to keep the livestock according to the plan shown, appropriate adjustments will be worked out by the two parties.

(3) Willful neglect, failure, or refusal by either party to carry out any major provision of this lease shall give the other party the benefits of any proceedings provided by law.

(4) This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

(5) The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both landlord and tenant in like manner as to the original parties.

(6) Any differences between the parties under this lease that cannot be settled after thorough discussion, shall be submitted for arbitration by a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and their decision shall be accepted by both parties.

(7) The landlord will furnish materials and the tenant will perform labor for normal maintenance and repairs, except that skilled labor which the tenant himself is unable to perform satisfactorily will be furnished by the landlord including the following: _____

(8) The farm will be operated in compliance with governmental programs as follows: _____

(9) The two parties will buy and sell jointly owned livestock according to the following agreement: _____

(10) At the termination of this lease all jointly owned livestock or other property will be divided or disposed of as follows: _____

8. THE TENANT AGREES THAT:

(1) Crops will be grown in fields specified, and no pastures or meadow land will be plowed without written consent of landlord.

(2) Subject to the other provisions of this lease relating to repairs, he will maintain the farm during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the tenant's control excepted.

(3) He will operate the farm in an efficient and husbandlike way, will do the plowing, seeding, cultivating, and harvesting at the proper time and in the proper manner.

(4) He will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.

(5) He will not commit waste on or damage to the farm and will use due care to prevent others from so doing.

(6) He will take for fuel or use on the farm only dead or unmarketable timber or other timber designated by the landlord and will sell no timber without the landlord's written consent.

(7) He will permit the landlord or his agent to enter the farm at any reasonable time for repairs, improvements, and inspection.

(8) He will not assign this lease or sublet any part of the farm without the written consent of the landlord or rent additional land except _____

(9) He will spread the manure on the farm as soon as practicable on fields agreed upon by the two parties, and will not burn cornstalks, straw, or other crop residues grown upon the farm except as follows: _____

(10) He will keep adequate records in regard to: _____

9. THE LANDLORD AGREES THAT:

(1) The tenant may buy without further authorization materials for normal maintenance and repairs in a total amount not to exceed $..... within each year, and he will credit or reimburse the tenant for such expenditures.

(2) He will replace or repair the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant as promptly as possible or make rental adjustments in lieu of replacements.

(3) Minor improvements of a temporary or removable nature (not provided for in Section 5 above) which do not mar the condition or appearance of the farm may be made by the tenant at his own expense. The tenant may at any time this lease is still in effect, or within a reasonable time thereafter, remove such improvements, provided he leaves in good condition that part of the farm from which they are removed.

(4) If he should sell or otherwise transfer the farm, he will do so subject to the provisions of this lease.

(5) The tenant may take for home use the following kinds and quantities of jointly owned crops, livestock, and/or livestock products: .....

.....

.....

.....

(6) In consideration of loan(s) to be made by the Farmers Home Administration, he hereby subordinates in favor of the Farmers Home Administration any interest or lien he now has or may acquire in or on: (a) the livestock and farm equipment purchased or refinanced by the borrower with Farmers Home Administration loan(s); (b) the livestock and farm equipment owned by the borrower, other than that purchased or refinanced with Farmers Home Administration loan(s), which interest or lien resulted from advances made for supplies, or for supplies furnished, or for past due rent; (c) the crops of the borrower except his interest in crops grown in any year for that year's rent.

(7) In further consideration of loan(s) to be made by the Farmers Home Administration he: (a) Consents to release of proceeds from the sale of crops to pay expenses for harvesting and marketing or to care for and preserve the property serving as security for the Government's loan(s); (b) assigns to the Farmers Home Administration any interest he may acquire in crops because of the tenant's abandonment, except that this assignment does not apply to the landlord's interest for current rent for the year of the abandonment, or to his interest, if any, in livestock for current rent for that year under the terms of paragraph 3 (b) of this agreement.

(8) In further consideration of loan(s) to be made by the Farmers Home Administration, he hereby agrees that this lease can be terminated only by written notice as provided in paragraph 2 hereof and that when the right of such written notice of termination is exercised by either party he will furnish a copy thereof to the Farmers Home Administration.

10. ADDITIONAL AGREEMENTS: .....

.....

.....

.....

.....

.....

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

Witnesses as to both signatures:

Edwin Kinsey — [SEAL]

× Bonnie C. Strickland — (Landlord) — [SEAL]

[SEAL]

John S. Strickland — (Tenant) — [SEAL]

ACKNOWLEDGMENT (Proper form to be inserted):

STANDARD FARM LEASE

BETWEEN (Landlord), (Tenant)

For (Common name or number of farm)

In County State of

EFFECTIVE From 19 To 19

Renewed From 19 To 19

USE OF STANDARD FARM LEASE

This lease is prepared for use by landlords and tenants in all types of renting-crop-share, crop-share-cash, cash, standing, or livestock-share. Some changes may be necessary in order to adapt the general provisions to a specific kind of rent or to a particular farm. Spaces are provided for writing in any particular details or special arrangements that a landlord and tenant may want.

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THE STATE OF SOUTH CAROLINA)
COUNTY OF)

RENUNCIATION OF DOWER

I, _____, Notary Public for S. C., do hereby certify unto whom it may concern, that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named South Carolina State Highway Department, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in, and to, all and singular, the premises within mentioned and released.

Given under my hand and seal this ____ 6day of _____ A. D., 19__.

Sworn to before me this _____ _____
Signature of Wife

day of _____, A. D., 19__

_____ (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Production Credit Assoc. Walterboro, SC do for certain valuable consideration release from the lien and operation of my (or our) mortgage the land and rights conveyed by the within deed so that the said land shall be free and unaffected by said mortgage.

Witness our hand and seal this 2nd day of March, 19 56, in the presence of:

Eliz. C. Gives

Frances R. Carter

WALTERBORO PRODUCTION CREDIT ASSOCIATION

BY Alton N. Duggins
ASS'T. SEC. TREASURER.

DEEDS

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Form 3045 - Special Deed

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

ROAD NO. 192

DOCKET NO. 15.303

DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

I (or we), T. B. Brown in consideration of the sum of Six Hundred Dollars in hand paid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release unto the said South Carolina State Highway Department, its successors and assigns, the right to remove material from or deposit material on the tract of land, hereinafter described, and the right and right of way where necessary for the transportation of men, machinery, materials and animals between this tract of land and the highway. The lands to be used by the State Highway Department will consist of 3 acres, being located and bounded as follows: Sand Clay Pit located part in wooded land and part in cultivated field approximately 2000 LF Left of Survey Station 21/50. Bounded on North by lands of Ehrhardt Cooperage Company, Reconstruction Finance Corp., John Dudley McMillan and Harold Padgett; on South by Hampton & Branchville Railroad Company; and on East & West by other lands of T. B. Brown.

TO HAVE AND TO HOLD, all and singular, the rights hereinbefore granted unto the said South Carolina State Highway Department, its successors and assigns, until August 1, 1957.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand and seal this 23 day February, in the year of our Lord, One Thousand Nine Hundred and Fifty Six.

Signed, sealed, and delivered
in the presence of:

J. H. Hayden Jr.
Fach Ulmer.

T. B. Brown (L.S.)

THE STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me J. H. Hayden, Jr.

and made oath that he saw the within named T. B. Brown

sign, seal, and as his act and deed, execute the within written instrument; and that he with Foch Ulmer witnessed the execution thereof.

Sworn to before me this 24 day of Feb., A. D. 1956.

Norman A. Padgett
Notary Public for S. C.

J. H. Hayden Jr.
Witness sign here.

Recorded March 3-1956
2 P.M.

Form 298—OPTION
WECCO, CHARLESTON, S. C. 713710 Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

For the sum of $75.00 to Helen Jackson Hickman

in hand paid at and before the sealing and delivery of these presents, by T. G. Murphy

the receipt whereof is hereby acknowledged, I, Helen Jackson Hickman,

have bargained and agreed, and do hereby bargain and agree to sell to the said T. G. Murphy, his heirs

or assigns, the following described property: All that tract of land in Lowndes School District, Colleton County, State of South Carolina, containing sixty (60) acres, more or less, bounded North by Highway 17 and lands of J. A. Pellum; East by lands of Clarence Smalls; South by lands of Pompey Fraser; and West by lands of John Boynton.

for the sum of $3,000.00 payable as follows: Cash.

PROVIDED this option is exercised and accepted ~~within~~ by Sept. 1, 1956, ~~days~~ from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title for completion of transaction.

Dated at Walterboro, S. C., this 31st day of March A. D. 19 56.

Helen Jackson Hickman (L. S.)

Signed, sealed and delivered in the presence of:

B. L. Hellams

Alice T. Beckett

STATE OF SOUTH CAROLINA,
COLLETON County.

PERSONALLY appeared before me B. L. Hickman

and made oath that he saw the within named Helen Jackson Hickman

sign, seal and as their act and deed deliver the within written Option and that he with Alice T. Beckett

witnessed the execution thereof.

SWORN to before me, this 31st day of March A. D. 1956.

B. L. Hickman

Alice Beckett (SEAL)

Notary Public for South Carolina.

State of South Carolina,

Helen Jackson Hickman

TO

T. G. Murphy

OPTION

Received in Office

this day of A. D.

and Recorded in Book Page

R. M. C. or Clerk Court C. P. & G. S.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C.

1474

9. In case of partial damage to the demised premises by fire or other casualty, the Lessee shall give immediate notice thereof to the Lessor, who shall thereupon cause the damage to be repaired with reasonable speed at the expense of the Lessor, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies and on account of "labor troubles" or any cause beyond the Lessor's control, and to the extent that the premises are rendered untenantable the rent shall proportionately abate. If the demised premises or the building be destroyed, or be so damaged that it cannot be repaired and made tenantable within 60 days, or be so damaged that instead of restoring the Lessor shall decide not to repair or rebuild, then, at the option of either party hereto, this Lease shall be terminated upon written notice, and the rent shall, in such event, be paid to or adjusted as of the date of such damage, and the Lessee shall thereupon vacate the demised premises and surrender the same to the Lessor.

10. All repairs to the premises, and to the plumbing, heating, electric wiring, and lighting apparatus, necessary to keep same in proper order shall be made by the Lessor at the Lessor's expense, unless said repairs are made necessary through the carelessness or neglect of the Lessee, its agents, employees, or servants; and such repairs, changes, or additions to the premises required to be made by order of Federal, State, or municipal authorities, or Board of Fire Underwriters, shall be made by the Lessor at the expense of the Lessor.

11. Insofar as the following special stipulations conflict with any of the foregoing provisions, the following shall control:

a) The Lessor agrees to construct an office building for Lessee's use on the above described premises according to plans and specifications of a Life Insurance Company of Georgia district office, dated September 4, 1953 and revised April 6, 1954, furnished to Lessor on December 30, 1955.
b) The term of this lease shall commence when the building is completed and accepted by Lessee. The rent for any part of the first month shall be prorated.
c) Lessor will furnish and maintain the heating, lighting, plumbing and air conditioning equipment but the operating cost shall be at the expense of Lessee.
d) Lessor agrees to provide and maintain a driveway and a parking area for at least 20 cars for Lessee's use, in the rear or side of the building.
e) Lessor agrees to paint and redecorate the interior of the leased property one time during the life of the lease, the time and color to be designated by Lessee.

Should the Lessee continue to occupy the premises after the expiration of the said term, or should the Lessee not elect to exercise its option to renew this Lease, as provided herein, and should continue to occupy the premises after the expiration of the term hereby demised, whether with or without the consent of the Lessor, such tenancy shall be from month to month, and in no event from year to year or from term to term, and such month to month tenancy shall be under the same terms, covenants, and conditions of this Lease, and at the monthly rent reserved herein.

IN WITNESS WHEREOF, the parties have executed these presents in triplicate the day and year first above written.

Witness for Lessor:

/s/ L. F. Moxley

/s/ W. F. Coates

(G. Audis Benton)

/s/ G. Audis Benton

Lessor

Witness for Lessee:

/s/ Ruby Webb

/s/ Jason B. Gilliland

LIFE INSURANCE COMPANY OF GEORGIA

By /s/ Cody Laird

V. P. Lessee

FROM G. Audis Benton

to LIFE INSURANCE COMPANY OF GEORGIA

FROM May 1, 1956 To April 30, 1966

PREMISES Life of Georgia Building, South Jefferies Boulevard, Ground Floor, Walterboro, S. C.

APPROVED	RENT	RENT PER SQ. FT.	OFFICE RECORD	ORIG. TO LESSOR	COPY TO FILE
/s/ JBG					

Form 419

LEASE

Walterboro, S. C. #5214 Office

STATE OF GEORGIA.

COUNTY OF FULTON.

PERSONALLY appeared before me Jason B.Gilliland who being duly sworn says that he saw the Life Insurance Company of Georgia, by Cody Laird, its Vice President, Lessee, sign, seal andas the Act and Deed of the Corporation, deliver the Lease Agreement between G.Audis Benton and The Life Insurance Company of Georgia, dated 30 December 1955; and that he with Ruby Webb, witnessed the Execution thereof.
WITNESS my hand and Seal this 29th day of March 1956.
Lena Lou Bowman (SEAL.)
Notary Public for Fulton Co. Georgia. Jason B.Gilliland.
Seal Affixed.
My commission expiress 2-26- 57.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON
PERSONALLY appeaged beforeme L.F.Moxley, who being duly sworn says that he saw G.Audis Benton, Lessor sign, seal andas his act and Deed deliver the Lease Agreement between G.Audis Benton and Life Insurance Company of Georgia Dated 30 December 1955, and that he with H.F.Coates, witnesed the Execution thereof, SWORN to before me this 24 day of March 1956.
Isadore Bogoslow. (L.S.)
Notary Public for S.C.
Recorded April 2, 1956. L. F.Moxley.

STATE OF SOUTH CAROLINA ASSIGNMENT.
COUNTY OF COLLETON.
As collateral security for the Payment of an indebtedness of G.Audis Benton to The Bank of Walterboro, I G. Audis Benton, do hereby Trasnfer, set over and Assign to the Bank of Walterboro its Successors and Assigns, all rentals accruing under a Lease Agreement between G.Audis Benton Lessor and Life Insurance Company of Georgia, Lessee, dated 30 December 1955, and I herbby Authorize and Direct the said Life Insurance Company of Georgia, its successors and Assigns to pay the Monthly rental of One Hundred Ninety ($ 190.00) Dollars commencing on July 1, 1956, and the Rentals accruing thereafter directly to the said The Bank of Walterboro,, Walterboro, S.C. until such time as the Life InsuranceCompany of Georgia, its successors or assigns, may receive written Notice from the Said The Bank of Walterboro its Successors or Assigns, to rerminate said payments to the said Bank of Walterboro. IN WITNESS WHEREOF, I have hereunto set my hand and Seal at Walterboro. S.C. this 24th day of March 1956.
in the presence of: G.Audis Benton, (L.S.)
Isadore Bogoslow.
Margaret B.Hilliard.

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON
PERSONALLY appeared before me Margaret B.Hilliard and who being duly sworn says that she saw the within naned G.Audis Benton, sign, seal and as his actand Deed Deliver the within written Assignment and that she with Isadore Bogoslow witnessed the Execution thereof, SWORN to beforeme this 24 day of March 1956.
Isadore Bogoslow. (L.S.)
NOtary Public for S.C. (Seal Affixed.) Margaret B.Hilliard.

Life Insurance Company of Georgia, hereby Ackanowledges receipt of notice of the above Assignment and Agrees in accordancw With its Lease Agreement with G.Audis Benton, to pay the Monthly rental to The Bank of Walterboro, Walterboro South Carolina, as such has been designated in writing by the said G.Audis Benton.
IN THE PRESENCE OF: Life Insurance Company of Georgia.
Helda W.Plyler. (Seal)
Jason G.Gilliland. by Cody Laird. Its Vice President.

Recorded April 2, 1956.

Copy

LEASE AGREEMENT

THIS AGREEMENT, made the 30th day of December, 1955,

between G. Audis Benton,

hereinafter referred to as Lessor, and the LIFE INSURANCE COMPANY OF GEORGIA, a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Lessee.

WITNESSETH: Lessor does hereby lease and demise to Lessee, the following described premises:

In City of Walterboro *State of* South Carolina,

At South Jefferies Boulevard,

~~Office~~ Office Building *on* Ground - one *floor,*

of the Life of Georgia *Building,*

And containing 2,080 *square feet,*

For a term of Ten *years,*

To commence May 1, 1956,

To end April 30, 1966,

Annual rent Twenty-two Hundred Eighty Dollars ($2,280.00).

THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

1. The Lessee agrees to pay the rent for demised premises, in advance, in equal monthly installments of $190.00, *on the first day of each and every month during the term of this lease. The rent to be paid at the office of* G. Audis Benton, *or at such other place as the Lessor may designate in writing.*

2. On or before the ~~[illegible]~~, *Lessee may elect to extend this lease for* ~~[illegible]~~ *years from the date of its expiration, upon the same terms, covenants, and conditions, and at the annual rental of* $~~[illegible]~~.

3. Premises shall be used for insurance office purposes only.

4. ~~Lessor agrees to furnish water, electric current, heat, air conditioning and janitor service without charge to Lessee, subject however to strikes, breakdowns, and conditions beyond the control of the Lessor.~~ /s/ A.K. /s/ GAB /s/ GAB

5. If the business requirements of the Lessee shall render it necessary for the Lessee to vacate the premises, then and in that event the Lessee may assign or sublet all or portions of the premises for the remainder of the term demised, provided the business or occupation of the assignee or subtenant shall not be extra hazardous on account of fire, or disreputable, or illegal, or for the sale of liquors, but the Lessee shall not assign or encumber this Agreement, nor underlet the demised premises or any part thereof, nor permit the demised premises to be used or occupied by others, without the prior written consent of the Lessor in each instance, which consent, however, shall not be unreasonably withheld.

6. The Lessee agrees that the said Lessor, its agents and other representatives, shall have the right, without abatement of rent, to enter into and upon such premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or for making such repairs or alterations to the demised premises or the building of which the same form a part as may be necessary for the safety and preservation thereof.

7. The Lessee also agrees to permit the Lessor, or the authorized agent of the Lessor, at any reasonable time throughout the term of this Lease to show the premises to persons wishing to hire or purchase the same; and the Lessee further agrees that on and after three months preceding the expiration of the term hereby granted, the Lessor, or its authorized agent, shall have the right to place a notice of reasonable size on the front of said premises, or any part thereof (except the show windows and doors) offering the premises "To Let" or "For Sale," and the Lessee hereby agrees to permit the same to remain thereon without hindrance or molestation.

8. All partitions, counters, grilles, and other removable fixtures constructed and placed in the demised premises at the expense of the Lessee shall remain the property of the Lessee and may be removed by the Lessee at the termination of its occupancy of the premises, and in case of damage or disfigurement to walls caused by such removal, the cost of repairing them shall be borne by the Lessee; but the Lessee shall be under no obligation to remove the same, and may, at its option, surrender the same with the premises, in which event the Lessor shall regard said fixtures as abandoned by the Lessee and they shall then become the property of the Lessor. The Lessee covenants that it will not make any alterations in or to the demised premises without first obtaining the consent of the Lessor in writing. Otherwise, at the termination of this Lease, the Lessee shall surrender the premises and keys thereto to the Lessor in the same conditions as at the commencement of the term, natural wear and tear only excepted.

DEEDS

Qui-claim Deed 148

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

1742

Whereas, D. H. BANKS, J. M. COSTELLO, B. M. EDWARDS, J. H. EPTING, J. B. GUESS, JR., A. F. HEINSOHN, W. H. KENDRICK, J. B. MAHONEY, S. R. McMASTER, S. C. McMEEKIN, W. J. READY, J. C. B. SMITH, MAIER TRIEST

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Thirty-six Million, Three Hundred Fifty-eight ~~Dollars~~ thousand Two Hundred Seventy ($36,358,270) Dollars which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4, Article 7, Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4, Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State, at Columbia, this 23rd day of May in the Year of Our Lord one thousand nine hundred and fifty-six and in the one hundred and eightieth year of the Independence of the United States of America.

O. FRANK THORNTON
Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE RECORDS ON FILE IN THIS OFFICE UNDER DOMESTIC CORPORATION FILE NUMBER 13847. May 23, 1956.

O. Frank Thornton
Secretary of State

Recorded May 24 1956

STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT

Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the sum of $ 86,358,270. Eighty-Six Million, Three Hundred Fifty-Eight Thousand Two Hundred Seventy Dollars

Given under my hand and the seal of the State at Columbia, the 23rd day of May A. D. 1956.

Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

By THE SECRETARY OF STATE

THIS is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.

Given under my Hand and the Great Seal of the State, at Columbia, this 23rd day of May, A.D., 1956.

SECRETARY OF STATE

Recorded this 24 day of May A. D. 1956 in Book 110 Page 148.

Clerk of [illegible] County, S. C.

DEEDS

Qualification 1948

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

By the Secretary of State

1742

Whereas, D. H. BANKS, J. M. COSTELLO, B. M. EDWARDS, J. H. EPTING, J. B. GUESS, JR., A. F. HEINSOHN, W. H. KENDRICK, J. B. MAHONEY, S. R. McMASTER, S. C. McMEEKIN, W. J. READY, J. C. B. SMITH, MAIER TRIEST

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July A. D. 1924

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Thirty-six Million, Three Hundred Fifty-eight thousand Two Hundred Seventy ($36,358,270) Dollars which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4, Article 7, Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton, Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4, Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State, at Columbia, this 23rd day of May in the Year of Our Lord one thousand nine hundred and fifty-six and in the one hundred and eightieth year of the Independence of the United States of America.

O. FRANK THORNTON
Secretary of State.

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE RECORDS ON FILE IN THIS OFFICE UNDER DOMESTIC CORPORATION FILE NUMBER 13847. May 23, 1956.

O. Frank Thornton
Secretary of State

Recorded May 24 1956.

Copy 150

COMMODITY CREDIT CORPORATION
Form 297 (7-1-52)
(Revised 10-11-55)

:State :County
South Carolina Colleton
:Serial No.-
: 56-015-6

U. S. DEPARTMENT OF AGRICULTURE
COMMODITY STABILIZATION SERVICE
COMMODITY CREDIT CORPORATION

SEVERANCE AGREEMENT

WHEREAS, John W. Ulmer (Name of Borrower) of Lodge, South Carolina (Address)

County of Colleton, State of South Carolina hereinafter called the "Borrower" has applied to the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures, to-wit:

Type	Kind (Wood, steel, etc.)	Capacity (Bushels ~~stacked~~)
2 Butler Circular Bins with #5 Fan and Ducts	Steel	2200 each

On the following described real estate situated in the County of Colleton State of South Carolina:

All that piece, parcel, or lot of land situated in Broxton Township and bounded as follows: On the North by lands of Russell Kinard, on the East by lands of C. P. Key and county highway, on the South by lands of C. P. Key and State Highway 641, on the West by lands of C. P. Key.

AND WHEREAS, the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure;

NOW, THEREFORE, the parties hereto do covenant and agree that such structures and equipment:

1. Shall remain severed from said real estate, and,

2. Even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,

3. Shall not be subject to the lien of any security transaction or instrument heretofore or hereafter rising against the structure or realty on which it is placed, until,

   (A) The expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,

   (B) Until repayment of said loan.

4. It is further agreed and understood by the parties hereto that in the event the storage facilities described above are acquired by Commodity Credit Corporation through foreclosure of the security instrument given in connection with this loan, or acquired through other means, such facilities shall, at the option of Commodity Credit Corporation, remain on the above-described property for a period not to exceed six months at no expense to Commodity Credit Corporation.

Freeway 24 1956.

(Over)

DEEDS

Put in book 147

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT 1086

By the Secretary of State

Whereas, D. H. BANKS, J. H. COSTELLO, B. H. EDWARDS, J. H. EPTING, J. B. GUESS, JR., A. F. HEINSOHN, W. H. KENDRICK, J. B. MAHONEY, S. R. McMASTER, S. C. McPHERSON, W. J. READY, J. C. B. SMITH, MAIER TRUST

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th day of July, A. D. 1924.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation amending Article VII of that part of its Charter, as amended, designated as "Agreement of Consolidation" between South Carolina Electric & Gas Company and Loxington Water Power Company as per printed document attached hereto and made a part hereof;

For Increase of Capital Stock and Amendment of Consolidation see Book 126 Pages 197 + 199

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Title 12, Chapter 7, Article 1, Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW, THEREFORE, I, O. FRANK THORNTON Secretary of State, by virtue of the authority in me vested by Chapter aforesaid, of the Code of Laws of South Carolina, 1952, and amendments thereto, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

GIVEN under my hand and the seal of the State at Columbia, this 23rd day of May in the year of our Lord One Thousand nine hundred and 56 and in the one hundred and eightieth year of the Independence of the United States of America.

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE RECORDS ON FILE IN THIS OFFICE UNDER DOMESTIC CORPORATION FILE NUMBER 1384-7. May 23, 1956.

O. Frank Thornton
Secretary of State

O. FRANK THORNTON,
Secretary of State.

Recorded May 24 1956.

Copy 150

COMMODITY CREDIT CORPORATION
Form 297 (7-1-52)
(Revised 10-11-55)

:State :County
South Carolina Colleton
:Serial No.
56-015-6

U. S. DEPARTMENT OF AGRICULTURE
COMMODITY STABILIZATION SERVICE
COMMODITY CREDIT CORPORATION

SEVERANCE AGREEMENT

WHEREAS, John W. Ulmer (Name of Borrower) of Lodge, South Carolina (Address)

County of Colleton, State of South Carolina hereinafter called the "Borrower" has applied to the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures, to-wit:

Type	Kind (Wood, steel, etc.)	Capacity (Bushels [redacted])
2 Butler Circular Bins with #5 Fan and Ducts	Steel	2200 each

On the following described real estate situated in the County of Colleton State of South Carolina:

All that piece, parcel, or lot of land situated in Broxton Township and bounded as follows: On the North by lands of Russell Kinard, on the East by lands of C. P. Key and county highway, on the South by lands of C. P. Key and State Highway 641, on the West by lands of C. P. Key.

AND WHEREAS the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure;

NOW, THEREFORE, the parties hereto do covenant and agree that such structures and equipment:

1. Shall remain severed from said real estate, and,

2. Even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,

3. Shall not be subject to the lien of any security transaction or instrument heretofore or hereafter rising against the structure or realty on which it is placed, until,

   (A) The expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,

   (B) Until repayment of said loan.

4. It is further agreed and understood by the parties hereto that in the event the storage facilities described above are acquired by Commodity Credit Corporation through foreclosure of the security instrument given in connection with this loan, or acquired through other means, such facilities shall, at the option of Commodity Credit Corporation, remain on the above-described property for a period not to exceed six months at no expense to Commodity Credit Corporation.

February 24 1956.

(Over)

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John W. Ulmer (SEAL) _____ (SEAL)
Signature of Borrower (Owner or Lienholder)

Date May 24-1956 Date _____

Fern K. Ulmer (SEAL) _____ (SEAL)
Signature of Borrower's Spouse (Owner or Lienholder)

Date May 24, 1956 Date _____

WITNESS: WITNESS:

A. S. Saggus _____ (Witness) _____ (Witness)

J H Walker _____ (Witness) _____ (Witness)

PROBATE CERTIFICATE FOR INDIVIDUALS

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

Before me, J H Walker, Notary Public of South Carolina, personally appeared A S Coggins and made oath that He he saw the within named John Wulmer sign, seal and, as his act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that he _____, with J H Walker witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this)
24 day of May, 1956)

J H Walker A S Saggus
Notary Public of South Carolina (Witness)

(SEAL)

My Commission expires at pleasure of Governor.

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

Before me, J H Walker, Notary Public of South Carolina, personally appeared ~~Fern K~~ A S Coggins and made oath that He he saw the within named Fern K Ulmer sign, seal and, as her act and deed, deliver the within instrument for the uses and purposes herein mentioned, and that he _____, with J H Walker witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this)
24 day of May, 1956)

J H Walker A S Saggus
Notary Public of South Carolina (Witness)

(SEAL)

My Commission expires at pleasure of Governor.

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PROBATE CERTIFICATE FOR CORPORATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PERSONALLY appeared before me _____ and made oath that he saw the within named _____ as _____ President of the within named _____ sign, seal and deliver as act and deed the within named instrument; and that he saw _____ as _____ Secretary of the within named _____ attest and affix the Corporate Seal and as the act and deed of the _____ _____ deliver the within named instrument; and that he with _____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 19____. _____

_____
Notary Public of South Carolina

(SEAL)

My Commission expires at pleasure of Governor.

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

I, J. H. Warren, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Jean K. Ulmer _____, the wife of the within named John W. Ulmer _____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Walterboro Credit Corporation and its assigns all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 25th day of May, 19 56.

J. H. Warren
Notary Public of South Carolina

Jean K. Ulmer
(Signature of wife)

(SEAL)

My Commission expires at pleasure of Governor.

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BOOK 110

151A

ARTICLE VII

of the

Agreement of Consolidation

Dated June 29, 1943

Between

SOUTH CAROLINA ELECTRIC & GAS COMPANY

and

LEXINGTON WATER POWER COMPANY

As Amended

May 23, 1956

Recorded this 24
day of May A. D. 1956
in Book 110 Page 147
A R Crosby
Clerk of Court
Colleton County, S. C.

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ARTICLE VII

The total amount of the authorized capital stock of the Company shall be thirty-six million three hundred fifty-eight thousand two hundred seventy dollars ($36,358,270), of which $18,261,700 shall be divided into 365,234 shares of the par value of $50 each and $18,096,570 shall be divided into 4,021,460 shares of the par value of $4.50 each. All of the 365,234 shares of $50 par value stock shall be Preferred Stock and all of the 4,021,460 shares of $4.50 par value stock shall be Common Stock.

125,234 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "5% Preferred Stock", 60,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% Cumulative Preferred Stock", 80,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.50% Cumulative Preferred Stock" and 100,000 shares of the authorized Preferred Stock shall constitute a series of Preferred Stock designated "4.60% (Series A) Cumulative Preferred Stock".

The conditions, preferences, voting powers, restrictions and qualifications of the Preferred Stock and the Common Stock shall be as follows:.

(1) The Preferred Stock is senior to the Common Stock and the Common Stock is subject to all rights and preferences of the Preferred Stock as herein set forth.

(2) The Preferred Stock shall be issued in four series, as hereinabove provided, one series to be designated "5% Preferred Stock", one series to be designated "4.60% Cumulative Preferred Stock", one series to be designated "4.50% Cumulative Preferred Stock" and one series to be designated "4.60% (Series A) Cumulative Preferred Stock". All shares of Preferred Stock shall have the same preferences, voting powers, restrictions, qualifications and other rights, without distinction between the shares of the four series, except as hereinafter provided.

(3) Before any dividend shall be declared or paid upon or set apart for, or any other distribution shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or other retirement of stock

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of the Company of any class, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company available for dividends, but only when and as declared by the Board of Directors, dividends as follows:

(i) in the case of the 5% Preferred Stock, at the rate of but not exceeding Two Dollars and Fifty Cents ($2.50) per share per annum from July 1, 1943 in respect of shares issued prior to October 1, 1943 and, in respect of shares issued on and after October 1, 1943, from the quarterly dividend payment date which coincides with or next precedes the date of issue thereof, whichever is later, payable on October 1, 1943 and quarterly thereafter as to shares issued prior to such date and payable as to all other shares thereof on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(ii) in the case of the 4.60% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents ($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter,

(iii) in the case of the 4.50% Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Twenty-five Cents ($2.25) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter, and

(iv) in the case of the 4.60% (Series A) Cumulative Preferred Stock, at the rate of but not exceeding Two Dollars and Thirty Cents ($2.30) per share per annum from the date of the original issue of the first share thereof, payable on the first day of either January, April, July or October, whichever of said days first occurs after the issue thereof, and quarterly thereafter.

Such dividends upon the Preferred Stock shall be cumulative from and after the respective dates specified above, so that if dividends, at the

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rate of Two Dollars and Fifty Cents ($2.50) per share per annum in the case of the 5% Preferred Stock, at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% Cumulative Preferred Stock, at the rate of Two Dollars and Twenty-five Cents ($2.25) per share per annum in the case of the 4.50% Cumulative Preferred Stock and at the rate of Two Dollars and Thirty Cents ($2.30) per share per annum in the case of the 4.60% (Series A) Cumulative Preferred Stock, from the date upon which the dividends thereon became cumulative to the end of the then quarterly dividend period, shall not have been paid or declared and a sum sufficient for the payment thereof set apart, then the amount of the deficiency shall be fully paid, but without interest, or dividends upon said shares in such amount shall be declared and a sum sufficient for the payment thereof set apart, before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be made or ordered in respect of, the Common Stock and before any sum shall be paid or set apart for or applied to the purchase, redemption or retirement of stock of the Company of any class. The holders of the Preferred Stock shall not be entitled to participate in or receive any other or further dividend.

In the event that the assets of the Company available for dividends are insufficient to pay or to justify making provision for the payment of the full quarterly dividend on the Preferred Stock of all series then outstanding or in the event of arrearages thereon, the Company shall, so long as Preferred Stock of more than one series is outstanding, make dividend payments ratably, to the extent declared, upon all outstanding shares of Preferred Stock of all series then outstanding in proportion to the amount of the cumulative dividends (including arrears, if any) to which each outstanding share of Preferred Stock of each series is entitled upon the date of such dividend payment.

After the requirements in respect of the dividends upon the Preferred Stock, as hereinbefore set forth, to the end of the then current quarterly dividend period for said stock shall have been met, and subject to the provisions of Section (4)(a), Section (4)(b) and Section (4)(c), the holders of the Common Stock shall be entitled to receive out of the remaining assets of the Company available for dividends such dividends as may from time to time be declared by the Board of Direc-

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tors, subject, however, so long as any shares of Preferred Stock shall be outstanding, to the following restrictions:

(A) No dividends shall be paid on the Common Stock if after such dividend the aggregate amount of such dividends paid since December 31, 1945, exceeds the sum of the aggregate amount credited to earned surplus subsequent to December 31, 1945, less the aggregate amount charged to earned surplus subsequent to December 31, 1945, otherwise than with respect to any such dividends, provided, however, that no charge shall be made to capital surplus accumulated prior to January 1, 1946 or to earned surplus accumulated prior to January 1, 1946 except that the Company may make charges to earned surplus accumulated prior to January 1, 1946 or to capital surplus accumulated prior to January 1, 1946 (i) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Adjustment or any portion of the Company's other utility plant which may be classified as plant adjustment or plant acquisition adjustment, which write-down or write-off the Company is required to make pursuant to an order of the South Carolina Public Service Commission or of the Federal Power Commission entered in connection with the determination of the "Original Cost", or (ii) for the write-down or write-off of any portion of the Company's Electric Plant which may be classified as Electric Plant Acquisition Adjustment or Electric Plant Adjustment, which write-down or write-off the Company is required to make pursuant to an order of the Federal Power Commission entered in connection with the determination of the "Actual Legitimate Original Cost" of the properties of the Company, and

(B) if and so long as the Common Stock Equity, as hereinafter defined, at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty per centum (20%) of Total Capitalization, as defined, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared within the year ending with (and including) the date of such dividend

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declaration, exceeds fifty per centum (50%) of the Net Income of the Company Available for Dividends on the Common Stock, as defined, for the twelve full calendar months immediately preceding the month in which such dividends are declared, and

(C) if and so long as the Common Stock Equity at the end of the calendar month immediately preceding the date on which a dividend on Common Stock is declared is, or as a result of such dividend would become, less than twenty-five per centum (25%) but not less than twenty per centum (20%) of Total Capitalization, the Company shall not declare dividends on the Common Stock in an amount which, together with all other dividends on Common Stock declared subsequent to December 31, 1945, exceeds seventy-five per centum (75%) of Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared, and

(D) at any time when the Common Stock Equity is twenty-five per centum (25%) or more of Total Capitalization, the Company may not pay dividends on shares of the Common Stock which would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization; provided, however, that even though the payment of such dividends would reduce the Common Stock Equity below twenty-five per centum (25%) of Total Capitalization, such dividends may be declared to the extent that the same, together with all dividends on Common Stock declared subsequent to December 31, 1945, do not exceed seventy-five per centum (75%) of the Net Income of the Company Available for Dividends on the Common Stock for the period from December 31, 1945 to and including the end of the calendar month immediately preceding the month in which such dividends are declared.

In computing the amount available for any dividend, distribution, purchase or acquisition, charges and credits to earned surplus shall be made in accordance with sound accounting practice.

For the purpose of this Section (3) of Article VII:

The word "dividends" when used with reference to the Common Stock shall include dividends or other distributions on or the purchase or other acquisition for value of shares of Common Stock,

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but shall not include any portion of dividends payable in shares of the Common Stock.

The term "Common Stock Equity" shall mean the sum of the amount of the par or stated value of the issued and outstanding shares of the Common Stock and the surplus (including capital or paid-in surplus) and premium on Common Stock of the Company less the amount known, or estimated if not known, to represent the excess, if any, of recorded value over original cost of used and useful utility plant and other property, and less any items set forth on the asset side of the balance sheet as a result of accounting convention such as unamortized debt discount and expense, capital stock discount and expense, and the excess, if any, of the aggregate amount payable on involuntary dissolution, liquidation or winding up of the Company upon all outstanding shares of Preferred Stock of all series over the aggregate par value of such shares, unless such amount or items so to be deducted in the determination of the Common Stock Equity are being amortized, depreciated, or otherwise disposed of.

The term "Total Capitalization" shall mean the aggregate of the par value of the issued and outstanding shares of stock of all classes of the Company and the surplus (including capital or paid-in surplus) and premium on capital stock of the Company, plus the principal amount of all outstanding debt maturing more than twelve months from the date of the determination of Total Capitalization.

The term "Net Income of the Company Available for Dividends on the Common Stock" shall mean, for any twelve months' period, or for the period from December 31, 1945 to the date as of which such net income is being determined, as the case may be, an amount equal to the sum of the operating revenues and income from investments and other miscellaneous income for such period, less all deductions (including accruals) for operating expenses for such period, including maintenance and provision for depreciation or amortization, income and excess profits and other taxes, interest charges, other amortization charges and other income deductions (provided, however, that no deduction shall be made with respect to the appropriation in the amount of $500,000 made in May, 1948 to create a reserve to partly provide for the excess of cost of invest-

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ment in South Carolina Power Company over its underlying book value at date of acquisition by the Company), all as shall be determined in accordance with sound accounting practice, and less also current and accrued dividends on all outstanding shares of stock of the Company ranking prior to the Common Stock as to dividends or assets. For the purpose of determining Net Income of the Company Available for Dividends on the Common Stock the deduction on account of provision for depreciation on all the property of the Company shall be in the amount therefor shown on the books of the Company but, with respect to property of the Company other than the Company's motor coach transportation property, shall not be less than 15% of the gross operating revenues of the Company derived from the sale of electricity and manufactured or natural gas during such period after deducting from such revenues an amount equal to the aggregate cost of electricity or manufactured or natural gas purchased during such period for the purpose of resale in connection with the operation of the Company's operating property, less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of such operating property.

If at the time when any calculation of Common Stock Equity, Total Capitalization or Net Income of the Company Available for Dividends on the Common Stock is required to be made the Company shall have one or more subsidiaries whose accounts may properly be consolidated with the accounts of the Company, such calculation shall be made for the Company with such subsidiaries on a consolidated basis in accordance with sound accounting practice.

Anything herein contained to the contrary notwithstanding, the rights of the holders of all classes of stock of the Company in respect of dividends shall at all times be subject to the power of the Board of Directors from time to time to set aside such reserves and/or to make such other provisions, if any, for working capital and for additions and improvements to fixed properties and equipment as said Board shall deem to be necessary or advisable.

(4) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any reduction of its capital stock resulting in any distribution of its assets to its stock-

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holders, the holders of the Preferred Stock, without preference or priority as between series, shall be entitled to receive out of the assets of the Company, whether from capital, from surplus or from earnings, available for distribution to its stockholders, before any amount shall be paid to the holders of the Common Stock, the sum of Fifty Dollars ($50) per share, plus, in the case of any distribution resulting from a reduction of capital stock or in the event that any such dissolution, liquidation or winding up shall have been voluntary, in the case of the 5% Preferred Stock a premium of Two Dollars and Fifty Cents ($2.50) per share, in the case of the 4.60% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% Cumulative Preferred Stock determined as provided in Section (5) of this Article, in the case of the 4.50% Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.50% Cumulative Preferred Stock determined as provided in Section (5) of this Article and in the case of the 4.60% (Series A) Cumulative Preferred Stock a premium in an amount equal to the difference between the sum of Fifty Dollars ($50) per share and the redemption price of the 4.60% (Series A) Cumulative Preferred Stock determined as provided in Section (5) of this Article, in effect at the time of such voluntary dissolution, liquidation or winding up, and in addition thereto, in all cases, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest) and in the case of the 4.60% (Series A) Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), from the date upon which the dividends thereon became cumulative to the date of the distribution upon such liquidation or dissolution or winding up or reduction, and the holders of the Preferred Stock shall not be entitled to any other or further distribution. If the assets of the Company available for distribution to the holders of the Preferred Stock shall be insufficient to

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permit the payment in full of the sums payable as aforesaid to the holders of all the outstanding shares of Preferred Stock of all series then outstanding upon such liquidation or dissolution or winding up or reduction, all such assets of the Company shall be distributed ratably among the holders of all the outstanding shares of Preferred Stock of all series then outstanding, without preference or priority as between series, in proportion to the full preferential amount (including cumulative dividends and premiums, if any) which each such share would be entitled to receive, if such assets were sufficient to permit distribution in full as aforesaid. The redemption by the Company of its Preferred Stock of any series or the purchase of shares of its Preferred Stock of any series or of its Common Stock in any manner permitted by law shall not for the purpose of this Section (4) be regarded as a liquidation, dissolution or winding up of the Company or as a reduction of its capital; *provided* that, except as provided in Section (4)(a), Section (4)(b) and Section (4)(c) of this Article, the Company shall not, so long as any shares of Preferred Stock remain outstanding, purchase any of its Preferred Stock or Common Stock otherwise than out of earned surplus or net profits of the Company at the time available for payment of dividends on its Common Stock or from the proceeds received within a period of six (6) months prior to such purchase from the sale of stock of any class subordinate to the Preferred Stock both as to dividends and assets. Nothing in this Section (4) contained, however, shall prevent the Company from acquiring its Preferred Stock of any series for retirement by the exchange therefor of any class of stock of the Company which is now or hereafter may be lawfully authorized. A consolidation or merger of the Company with, or into, any other corporation or corporations, or a consolidation or merger of any other corporation or corporations into the Company, or a sale or transfer of substantially all of its assets as an entirety, shall not be regarded as a liquidation, dissolution or winding up of the Company within the meaning of this Section (4). A dividend or distribution to stockholders from net profits or surplus earned after the date of any such reduction of capital stock as does not result in any distribution of assets to holders of its Common Stock, or the purchase or redemption of Preferred Stock of any series or of Common Stock by the application of such net profits or surplus, shall not be deemed to be a distribution resulting from such reduction. After payment in full of the sums hereinabove stated to be payable

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in respect of the Preferred Stock upon any such liquidation, dissolution, winding up, reduction or other distribution, then the remaining assets of the Company available for distribution to the stockholders shall be distributed ratably among the holders of the Common Stock.

(4)(a) On October 1, 1951 and on October 1 in each year thereafter so long as any of the 4.60% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% Cumulative Preferred Stock (herein called the "Purchase Fund") an amount equal to 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b) and Section (4) (c) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such October 1 the Company shall in writing, addressed to all holders of record of the 4.60% Cumulative Preferred Stock, invite tenders of 4.60% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding October 31, in an amount sufficient to exhaust the moneys so set aside in the Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before October 25, in each year. If the par value of the shares of 4.60% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata in proportion to the total number of shares of 4.60% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares of the 4.60% Cumulative Preferred Stock held by such holder which bears the same ratio to the

total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% Cumulative Preferred Stock to exhaust all of the moneys in the Purchase Fund. Payment for 4.60% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the October 31 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the Purchase Fund, such excess moneys in the Purchase Fund for that year shall be released from the Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the Purchase Fund shall be cumulative, so that if, on October 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(a), shall equal 2½% of the aggregate par value of the largest number of shares of 4.60% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since October 1, 1950. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the Purchase Fund. Amounts to satisfy any such deficiency in the Purchase Fund, in whole or in part, may be set aside in the Purchase Fund at any time, for application in the manner aforesaid on the next succeeding October 1, provided however, that if at any time between any October 31 and July 1 of the following year the amount so set aside in the Purchase Fund shall aggregate $30,000 or more, the Company shall immediately invite tenders of 4.60% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or

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before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.60% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the Purchase Fund on October 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the Purchase Fund, such moneys shall likewise be released from the Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys not in the Purchase Fund, and shall not be charged to the Purchase Fund. Shares of 4.60% Cumulative Preferred Stock purchased through the Purchase Fund shall be cancelled and shall not be reissued.

(4)(b) On June 1, 1957 and on June 1 in each year thereafter so long as any of the 4.50% Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.50% Cumulative Preferred Stock (herein called the "4.50% Preferred Stock Purchase Fund") an amount equal to 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b) and Section (4) (c) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiences shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company shall in writing, addressed to all holders of record of the 4.50% Cumulative Preferred Stock, invite tenders of 4.50% Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.50% Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value

of the shares of 4.50% Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.50% Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.50% Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.50% Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.50% Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.50% Cumulative Preferred Stock to exhaust all of the moneys in the 4.50% Preferred Stock Purchase Fund. Payment for 4.50% Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.50% Preferred Stock Purchase Fund, such excess moneys in the 4.50% Preferred Stock Purchase Fund for that year shall be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.50% Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.50% Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.50% Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(b), shall equal 2% of the aggregate par value of the largest number of shares of 4.50% Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June

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1, 1956. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.50% Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.50% Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.50% Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.50% Preferred Stock Purchase Fund shall aggregate $40,000 or more, the Company shall immediately invite tenders of 4.50% Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.50% Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date of such invitation, the Company shall accept tenders and make payment for 4.50% Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.50% Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.50% Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.50% Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.50% Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys not in the 4.50% Preferred Stock Purchase Fund, and shall not be charged to the 4.50% Preferred Stock Purchase Fund. Shares of 4.50% Cumulative Preferred Stock purchased through the 4.50% Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(4)(c) On June 1, 1958 and on June 1 in each year thereafter so long as any of the 4.60% (Series A) Cumulative Preferred Stock shall remain outstanding, the Company shall, subject to the provisions of Section (3) of this Article, set aside as a Purchase Fund for the 4.60% (Series A) Cumulative Preferred Stock (herein called the "4.60% (Series A) Preferred Stock Purchase Fund") an amount equal

to 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding; provided, however, that amounts set aside for Purchase Funds for the several series of Preferred Stock in compliance with the provisions of Section (4) (a), Section (4) (b) and Section (4) (c) of this Article shall be set aside without preference or priority as between series so that if at any time there shall be a deficiency (including any amount then required to be set aside) in the Purchase Funds for two or more series of Preferred Stock, any satisfaction of such deficiencies shall be made simultaneously for such two or more Purchase Funds in proportion to the amounts of the respective deficiencies therein. On or before each such June 1 the Company shall in writing, addressed to all holders of record of the 4.60% (Series A) Cumulative Preferred Stock, invite tenders of 4.60% (Series A) Cumulative Preferred Stock at the par value thereof, plus an amount equal to accrued dividends to the next succeeding June 30, in an amount sufficient to exhaust the moneys so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund. The invitations for tenders shall specify how tenders shall be made and how notification of acceptance thereof will be given. Tenders may be made on or before June 25, in each year. If the par value of the shares of 4.60% (Series A) Cumulative Preferred Stock tendered in response to any such invitation aggregates more than the amount available in the Purchase Fund such tenders shall be accepted pro rata (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) in proportion to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock tendered respectively by the holders thereof who shall have made such tenders, provided that in any event, each holder of 4.60% (Series A) Cumulative Preferred Stock shall be entitled to tender and to have purchased by the Company on each such invitation, at least the number of shares (as nearly as practicable without the purchase or issuance of fractional shares or scrip therefor) of the 4.60% (Series A) Cumulative Preferred Stock held by such holder which bears the same ratio to the total number of shares to be purchased pursuant to the invitation as the number of shares held of record by such holder at the close of business on the last business day before the date of such invitation, bears to the total number of shares of 4.60% (Series A) Cumulative Preferred Stock then outstanding. Tenders shall be accepted of sufficient shares of 4.60% (Series A) Cumulative Preferred Stock to

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exhaust all of the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund. Payment for 4.60% (Series A) Cumulative Preferred Stock for which tenders shall have been accepted shall be made on the June 30 following the last day for the making of tenders. To the extent that tenders in any year are not made in an amount sufficient to exhaust all of the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such excess moneys in the 4.60% (Series A) Preferred Stock Purchase Fund for that year shall be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. The obligation to set aside amounts in the 4.60% (Series A) Preferred Stock Purchase Fund shall be cumulative, so that if, on June 1 of each year cash in the required amount shall not have been set aside in full, the amount of the deficiency shall be added to the 4.60% (Series A) Preferred Stock Purchase Fund for the next succeeding year until the total aggregate amount which shall have been set aside in such 4.60% (Series A) Preferred Stock Purchase Fund, and used or released to the Company in accordance with the provisions of this Section (4)(c), shall equal 2% of the aggregate par value of the largest number of shares of 4.60% (Series A) Cumulative Preferred Stock at any time theretofore outstanding, multiplied by the number of twelve month periods which shall have elapsed since June 1, 1957. No dividends shall be declared or paid upon or set apart for any shares of Common Stock or any sums applied to the purchase, redemption or other retirement of Common Stock, so long as any such deficiency shall exist in the 4.60% (Series A) Preferred Stock Purchase Fund. Amounts to satisfy any such deficiency in the 4.60% (Series A) Preferred Stock Purchase Fund, in whole or in part, may be set aside in the 4.60% (Series A) Preferred Stock Purchase Fund at any time, for application in the manner aforesaid on the next succeeding June 1, provided however, that if at any time between any June 30 and March 1 of the following year the amount so set aside in the 4.60% (Series A) Preferred Stock Purchase Fund shall aggregate $50,000 or more, the Company shall immediately invite tenders of 4.60% (Series A) Cumulative Preferred Stock in the manner aforesaid, in an amount sufficient to exhaust the moneys in the 4.60% (Series A) Preferred Stock Purchase Fund, at the par value thereof plus an amount equal to accrued dividends to a date which shall be thirty days from the date of such invitation, the invitation to remain open for twenty-five days; and on or before the thirtieth day following the date

of such invitation, the Company shall, accept tenders and make payment for 4.60% (Series A) Cumulative Preferred Stock tendered, at the price aforesaid in the same manner as above provided with respect to moneys set aside in the 4.60% (Series A) Preferred Stock Purchase Fund on June 1 in each year, and to the extent that tenders are not made in an amount sufficient to exhaust the moneys so held in the 4.60% (Series A) Preferred Stock Purchase Fund, such moneys shall likewise be released from the 4.60% (Series A) Preferred Stock Purchase Fund and become free funds to the Company. Amounts equal to accrued dividends on 4.60% (Series A) Cumulative Preferred Stock purchased through the Purchase Fund shall be paid by the Company by the use of moneys not in the 4.60% (Series A) Preferred Stock Purchase Fund, and shall not be charged to the 4.60% (Series A) Preferred Stock Purchase Fund. Shares of 4.60% (Series A) Cumulative Preferred Stock purchased through the 4.60% (Series A) Preferred Stock Purchase Fund shall be cancelled and shall not be reissued.

(5) The Preferred Stock of any series at any time outstanding may be redeemed by the Company, at its election expressed by resolution adopted by its Board of Directors, as a whole at any time or in part from time to time, on not less than thirty (30) nor more than sixty (60) days' prior written notice given as herein provided, at a redemption price (which price shall include the amount equal to accrued dividends as hereinafter in this sentence specified) in the case of each share of 5% Preferred Stock to be redeemed, equal to Fifty-two Dollars and Fifty Cents ($52.50) per share, in the case of the 4.60% Cumulative Preferred Stock to be redeemed, equal to Fifty-two Dollars ($52) per share if the date fixed for redemption is prior to October 15, 1954, Fifty-one Dollars and Fifty Cents ($51.50) per share if such redemption date is thereafter and prior to October 15, 1956, Fifty-one Dollars ($51) per share if such redemption date is thereafter and prior to October 15, 1960, and Fifty Dollars and Fifty Cents ($50.50) per share if such redemption date is thereafter, in the case of the 4.50% Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if the date fixed for redemption is prior to June 1, 1959, Fifty-one and 75/100 Dollars ($51.75) per share if such redemption date is thereafter and prior to June 1, 1964, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, in the case of the 4.60% (Series A) Cumulative Preferred Stock to be redeemed equal to Fifty-two and 50/100 Dollars ($52.50) per share if

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the date fixed for redemption is prior to June 1, 1961, Fifty-two Dollars ($52.00) per share if such redemption date is thereafter and prior to June 1, 1966 and Fifty-one and 50/100 Dollars ($51.50) per share if such redemption date is thereafter and prior to June 1, 1971, and Fifty-one Dollars ($51.00) per share if such redemption date is thereafter, and, in addition thereto, an amount which, together with the aggregate of the dividends previously paid upon such share, will be equal, in the case of the 5% Preferred Stock, to Two Dollars and Fifty Cents ($2.50) per share per annum (but without interest), in the case of the 4.60% Cumulative Preferred Stock, to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest), in the case of the 4.50% Cumulative Preferred Stock, to Two Dollars and Twenty-five Cents ($2.25) per share per annum (but without interest) and in the case of the 4.60% (Series A) Cumulative Preferred Stock to Two Dollars and Thirty Cents ($2.30) per share per annum (but without interest) from the date from which the dividends thereon became cumulative to the date of redemption. Redemption may be made at any time of either the whole or any part of the shares of any series of Preferred Stock without redeeming the whole or any part of the shares of any other series of Preferred Stock; provided that if, at any time, the Company shall fail to pay dividends in full on any outstanding shares of any series of Preferred Stock, thereafter and until dividends in full on all such shares shall have been paid, or declared and set apart for payment, for all past dividend periods, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock otherwise than in accordance with an offer made to all holders of shares of Preferred Stock; and provided further if, at any time, the Company shall be in default in the performance of its obligations under Section (4)(a), Section (4)(b) or Section (4)(c) of this Article, thereafter and until all such defaults in compliance with the provisions of Section (4)(a), Section (4)(b) and Section (4)(c) of this Article shall have been remedied, the Company shall not redeem any Preferred Stock unless all the shares of Preferred Stock outstanding are redeemed, and shall not purchase or otherwise acquire for value any shares of Preferred Stock except out of amounts set aside as Purchase Funds for one or more of the series of Preferred Stock in compliance with the provisions of Section (4). (a), Section (4) (b) and section (4) (c) of

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this Article. In case of the redemption of a part only of any series of Preferred Stock at the time outstanding, the shares of Preferred Stock to be redeemed shall be selected by lot, in such manner as the Company may determine, by a bank or trust company selected for that purpose by the Company. Notice of the election of the Company to redeem any of the Preferred Stock shall be given by the Company by mailing a copy of such notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date designated therein as the date for such redemption, to the holders of record on the date of such mailing of the shares of Preferred Stock to be redeemed, addressed to them at their respective addresses appearing on the books of the Company. Such notice shall state that such shares of Preferred Stock will be redeemed at the redemption price aforesaid and on the date specified in such notice, upon the surrender for cancellation, at the place designated in such notice, of the certificates representing such shares of Preferred Stock, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled. On and after the date specified in such notice, each holder of shares of Preferred Stock called for redemption as aforesaid, upon presentation and surrender at the place designated in such notice of the certificates for shares of Preferred Stock held by him, properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company), and bearing all necessary transfer tax stamps thereto affixed and cancelled, shall be entitled to receive therefor the redemption price hereinbefore specified. From and after the date of redemption specified in such notice (unless default shall be made by the Company in providing moneys for the payment of the redemption price), all dividends on the shares of Preferred Stock so called for redemption shall cease to accrue and, from and after said date (unless default shall be made by the Company as aforesaid), or, if the Company shall so elect, from and after the date (prior to the date of redemption so specified) on which the Company shall provide the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus of at least $5,000,000, provided that the notice of redemption shall have stated the intention of the Company to deposit such amount on a date in such

notice specified, all rights of the holders of the shares so called for redemption as stockholders of the Company, except only the right to receive the redemption price then due, shall cease and determine. Subject to the foregoing provisions of this Section (5), the Company may also from time to time repurchase shares of any series of its Preferred Stock at not exceeding the respective redemption prices thereof. All shares of Preferred Stock so redeemed shall be retired and shall not be reissued, but the Company may, nevertheless, from time to time thereafter increase and/or reclassify its capital stock in the manner and to the extent permitted by law and by its charter.

(6) At all elections of directors of the Company, and on all other matters, except on matters in respect of which the laws of the State of South Carolina shall provide that all stockholders shall have the right to vote irrespective of whether such right has been relinquished by any of such stockholders and except as otherwise herein provided, the holders of the Common Stock shall have the exclusive right to vote, *provided, however,* that, if and whenever four (4) quarterly dividends payable on the Preferred Stock shall be unpaid in whole or in part, the holders of the Preferred Stock as a class, all the shares of all series of Preferred Stock then outstanding taken together constituting the class, shall have the exclusive right to vote for and to elect the smallest number of directors which shall constitute a majority of the then authorized number of directors of the Company, and in all matters other than the election of directors, each holder of one or more shares of any series of Preferred Stock shall be entitled to one vote for each such share of stock held by him. In the event of defaults entitling the Preferred Stock to vote as aforesaid, the holders of the Common Stock as a class shall have the exclusive right to vote for and to elect the greatest number of directors which shall constitute a minority of the then authorized number of directors of the Company and in all matters other than the election of directors, each holder of Common Stock shall be entitled to one vote for each share of stock held by him. The voting rights of the holders of the Preferred Stock, however, shall cease when all accumulated and unpaid dividends on their stock shall have been paid in full. The terms of office of all persons who may be directors of the Company, at the time when the right to elect a majority of the directors shall accrue to the holders of the Preferred Stock as herein provided, shall terminate upon the election of their successors at a meeting of the stockholders of the Company

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then entitled to vote. Whenever the right shall have accrued to the holders of Preferred Stock to elect directors, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holder of shares of the Preferred Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders. Any vacancy in the Board of Directors occurring during any period that the Preferred Stock shall have representatives on the Board shall be filled by a majority vote of the remaining directors representing the class of stock theretofore represented by the director causing the vacancy. Upon the termination of such exclusive right of the holders of the Preferred Stock to elect a majority of the directors of the Company, the terms of office of all the directors of the Company shall terminate upon the election of their successors at a meeting of the stockholders of the Company then entitled to vote. Whenever the right of holders of shares of Preferred Stock to elect directors shall have terminated, the Board of Directors shall, within ten days after delivery to the Company at its principal office of a request to such effect signed by any holders of shares of Common Stock entitled to vote, call a special meeting of the stockholders to be held within forty days from the delivery of such request for the purpose of electing directors. The notice of such meeting shall be similar to that provided in the By-Laws for an annual meeting of stockholders.

(7) So long as any of the Preferred Stock shall be outstanding, unless provision has been made for the redemption thereof as provided in Section (5) of this Article VII:

(A) The Company shall not, without the affirmative vote or written consent of the holders of at least two-thirds of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class (in addition to any other vote or consent at the time required by law), (1) create or issue any shares of stock, in addition to the shares which the Company is then authorized to issue, which would rank equally with or prior to the Preferred Stock or authorize any increase of the Preferred Stock now authorized, or (2) amend its charter so as to change, alter or repeal the provisions contained herein relating to the preferences, voting powers, restrictions and qualifications of any series of Pre-

ferred Stock, *provided, however,* that if any such amendment, alteration or repeal would decrease the rights and preferences of outstanding shares of Preferred Stock of one series without proportionately decreasing the rights and preferences of the outstanding shares of the other series, then like consent by the holders of at least two-thirds (⅔) in amount of the Preferred Stock of the former series at the time outstanding shall also be necessary for effecting or validating any such amendment, alteration or repeal, and *provided further,* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% Cumulative Preferred Stock, then like consent by the holders of at least two-thirds in amount of the 4.60% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.50% Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.50% Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration and *provided further* that if any such amendment or alteration would increase the authorized number of shares of the 4.60% (Series A) Cumulative Preferred Stock then like consent of the holders of at least two-thirds in amount of the 4.60% (Series A) Cumulative Preferred Stock shall also be necessary for effecting or validating any such amendment or alteration, or (3) issue any shares of Preferred Stock in addition to the initial series of 125,234 shares of the 5% Preferred Stock, 60,000 shares of the 4.60% Cumulative Preferred Stock, 80,000 shares of the 4.50% Cumulative Preferred Stock and 100,000 shares of the 4.60% (Series A) Cumulative Preferred Stock (a) unless for any twelve consecutive calendar months immediately preceding the calendar month within which such additional shares of Preferred Stock shall be issued, the net earnings of the Company available for the payment of interest charges on the Company's indebtedness, determined after provision for depreciation (in an amount not less than the minimum specified in subparagraph (D) of Section (3) above in the Definition of Net Income of the Company Available for Dividends on the Common Stock), amortization of utility plant acquisition adjustment accounts, and all taxes, in accordance with sound accounting practice, shall have been at least one and one-

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half times the aggregate for a twelve months' period of the interest charges on indebtedness of the Company and the dividend requirements on all shares of Preferred Stock to be outstanding immediately after the proposed issue of such additional shares thereof, provided that there shall be excluded from the foregoing computation interest charges on all indebtedness and dividends on all stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, and also provided that, where such additional shares of Preferred Stock are to be issued in connection with the acquisition of new property, the net earnings of the property to be so acquired may be included on a pro forma basis in the foregoing computation, computed on the same basis as the net earnings of the Company, and (b) unless the aggregate of the capital of the Company applicable to the Common Stock and the surplus of the Company shall be not less than the amount payable upon involuntary dissolution to the holders of the Preferred Stock to be outstanding immediately after the proposed issue of such additional Preferred Stock, excluding from the foregoing computation all indebtedness and stock which are to be retired in connection with the issue of such additional shares of Preferred Stock, *provided,* that no portion of the surplus of the Company which shall be used to meet the requirements of this clause (b) shall, after the issue of such additional shares of Preferred Stock and until such additional shares or a like number of other shares of Preferred Stock shall have been retired, be available for dividends or other distribution upon the Common Stock; and

(B) The Company shall not, without the consent of the Preferred and Common Stock at a meeting duly called for the purpose, which consent must be evidenced by (1) a simple majority vote of the total number of shares of Preferred Stock then outstanding, all of said shares being entitled to one vote per share and voting as a single class, (2) a simple majority vote of the total number of shares of Common Stock then outstanding, all of said shares being entitled to one vote per share, and (3) a two-thirds majority vote of the then outstanding Preferred and Common Stock voting as a single class, all outstanding shares of Preferred Stock being entitled to twenty votes per share and all outstanding shares of Common Stock being entitled to one vote per share (in addition to any other vote or consent at the time required by law), con-

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solidate or merge with or into any other corporation or corporations, permit the consolidation or merger of any other corporation or corporations into it, or sell, lease or otherwise transfer all or the greater part of the assets of the Company; *provided, however,* that the Board of Directors of the Company, by resolution, shall have the right at any time without the vote or consent of stockholders of any class, to mortgage or otherwise subject to lien or pledge all or any part of the assets of the Company for proper corporate purposes.

(C) The Company, except for the purposes of:

(1) refunding outstanding unsecured indebtedness theretofore issued or assumed by the Company,

(2) redeeming or retiring all outstanding shares of Preferred Stock, or

(3) reimbursing the Company, in whole or in part, for moneys deposited by it to provide for the redemption or retirement of all outstanding shares of one or more series of the Preferred Stock,

shall not, without the consent (given by vote at a meeting duly called for the purpose) of the holders of at least a majority of the total number of shares of Preferred Stock then outstanding, all of said shares voting as a single class, issue any unsecured notes, debentures or other securities representing unsecured indebtedness, or assume any such unsecured indebtedness, if, immediately after such issue or assumption, as the case may be, the total principal amount of all unsecured notes, debentures or other securities representing unsecured indebtedness issued or assumed by the Company and then outstanding (including unsecured securities then to be issued or assumed) would exceed (a) $8,000,000 or (b) ten per cent. (10%) of the aggregate of the total principal amount of all bonds or other securities representing secured indebtedness issued or assumed by the Company and then outstanding and the capital and surplus of the Company as then stated on the books of account of the Company, whichever amount is greater. Nothing herein contained shall be deemed to require such vote of Preferred Stockholders to enable the Company to make or assume any indebtedness secured by mortgage, pledge or collateral.

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(8) No fractional shares of any series of Preferred Stock of the Company shall be issued. In case any holder or any person entitled to become a holder of any stock certificates representing shares of 5% Preferred Stock of the Company shall for any reason desire certificates representing less than a full share of said Preferred Stock, the Company shall, upon demand and after reasonable notice and, in the case of a holder, upon the surrender of certificates representing shares of 5% Preferred Stock properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled, issue to such holder, and, in the case of any person entitled to become a holder, issue to such person, Scrip Certificates representing in the aggregate the same number of shares of 5% Preferred Stock as the certificates so surrendered for cancellation represent or the number of shares to which such person shall then be entitled, as the case may be. Such Scrip Certificates may, at the election of the Company, be in bearer form, represent not less than a one-twentieth fractional interest of one share of said 5% Preferred Stock and may by their terms become void at such reasonable time, not less than three (3) years, after the original issuance thereof. Such Scrip Certificates shall entitle the holders to combine and exchange the same for stock certificates representing full shares of 5% Preferred Stock, but, until so combined and exchanged, shall not entitle the holders thereof to receive dividends or to exercise other rights of Preferred Stockholders in respect of such fractional interests. The holders of full share certificates which have been issued in exchange for Scrip Certificates prior to the date for the determination of Preferred Stockholders entitled to receive dividends shall be entitled to receive the dividend payable on the dividend payment date next succeeding such exchange.

(9) The holders of shares of any series of Preferred Stock shall have no right whatever to subscribe for or purchase or to have offered to them for subscription or purchase any additional shares of stock of any class, character or description, or obligations of any kind of the Company convertible into stock of any class of the Company, or to which shall be attached or appertain any warrant or warrants or other instrument or instruments that shall confer upon the holder or holders of such obligations the right to subscribe for, or to purchase or receive from the Company, any shares of capital stock of any class of the Company, whether now or hereafter authorized.

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(10) Except as hereinafter provided no fractional shares of Common Stock of the Company, nor Scrip Certificates therefor, shall be issued. However, as an incident to the Plan of Distribution of Common Stock of this Company by General Public Utilities Corporation, the Company shall, upon demand made by General Public Utilities Corporation or by the Escrow Agent under such Plan of Distribution, and upon the delivery of certificates representing shares of Common Stock of the Company properly endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer in blank (if required by the Company) and bearing all necessary transfer stamps thereto affixed and cancelled and upon the delivery to the Company by General Public Utilities Corporation or by said Escrow Agent of all distributions received from and after the effective date of such Plan of Distribution on the shares of Common Stock of the Company represented by the certificates for full shares so delivered (said certificates for full shares and distributions thereon to be held by the Company for the benefit of holders of the Scrip Certificates representing fractional interests therein and, so long as said certificates are so held by the Company, the full shares represented by said certificates to be deemed to be outstanding for all purposes except that said shares shall be deemed not to be outstanding for the exercise of any voting powers or for the determination of the number of shares entitled to vote at any meeting of stockholders), deliver to General Public Utilities Corporation or to said Escrow Agent, in exchange for such certificates for full shares, Scrip Certificates representing fractional interests aggregating the same number of shares of Common Stock as the certificates for full shares so delivered represent. Moreover, as an incident to the consolidation of Scrip Certificates for Common Stock of the Company issued under said Plan of Distribution at the request of a holder of Scrip Certificates, representing, in the aggregate, fractional interests in more than one full share of such Common Stock of the Company, the Company shall, upon the surrender of Scrip Certificates representing such excess of fractional interests over one full share of such Common Stock bearing all necessary transfer stamps thereto affixed and cancelled, deliver to such holder Scrip Certificates representing any fractional interest in excess of the largest number of full shares represented by such aggregate of said Scrip Certificates so presented for consolidation. All Scrip Certificates for Common

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Stock of the Company shall be in bearer form, shall be dated as of the effective date of the aforesaid Plan of Distribution and shall represent not less than one one-thousandth fractional interest of one full share of Common Stock. Such Scrip Certificates shall entitle the holders thereof to consolidate and exchange the same at any time prior to November 15, 1951 for certificates for full shares of Common Stock plus a Scrip Certificate for any remaining fractional interest plus any distributions on such full shares from the date of the Scrip Certificates until the close of business on the date prior to the date of consolidation and exchange of such Scrip Certificates for stock certificates for full shares, but, until so consolidated and exchanged, shall not entitle the holders thereof to vote, receive dividends, or exercise other rights of stockholders in respect of such fractional interests. Upon the delivery of certificates for full shares in exchange for and upon consolidation of Scrip Certificates, the holders of certificates for full shares thus delivered shall become entitled to all rights with respect to said full shares as of the date of delivery of said full share certificates. Within 30 days after November 15, 1951 the Company shall sell, or cause to be sold, for cash, any and all full shares of Common Stock held by it for the benefit of holders of outstanding Scrip Certificates, together with all distributions, other than cash, on said full shares. Such sales shall be made at such price, and at such time or times within said 30 day period as the Company shall in its sole discretion deem to be appropriate. The Company shall hold the proceeds of such sale, together with the cash distributions made, on or before November 15, 1951, on said full shares for the proportionate benefit of holders of Scrip Certificates outstanding on November 15, 1951 and shall at any time after November 15, 1951, and prior to November 15, 1952, deliver to the holders of Scrip Certificates outstanding on November 15, 1951, upon surrender to the Company of any such Scrip Certificate, the proportionate part of funds thus held. All Scrip Certificates shall become null and void on November 15, 1952 and the property then held by the Company for the benefit of holders of Scrip Certificates then outstanding shall become the property of the Company.

(11) No shares of Common Stock or of any new class of Common Stock, and no securities convertible into such stock, shall be issued for cash without being offered for subscription pro rata to the holders

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of the outstanding Common Stock. The term "Common Stock" shall mean stock of any class (however designated) having the right to exercise ordinary voting powers other than stock having such powers only upon an event of default and shall also mean stock of any class (however designated) entitled to share in the residuum of assets of the Company after the stock of any and all classes entitled to a preference shall have been paid in full, or entitled to participate in the residuum of surplus or profits of the Company after the stock of any and all classes entitled to a preference in the accumulation or payment of dividends shall have been provided for. No holder of Common Stock shall be entitled, as such, as a matter of right, to subscribe for or purchase any new or additional issue of Preferred Stock or of any new class of stock (except Common Stock or any new class of Common Stock) or of any securities convertible into Preferred Stock or into such new class of stock, whether now or hereafter authorized, or whether issued for cash, property or services. Notwithstanding any other provision hereof, the Company may, in any manner permitted by law, issue shares of Common Stock, whether now or hereafter authorized, or of any new class of Common Stock, or securities convertible into such stock, for any consideration other than money, without first offering the same for subscription to the holders of the then outstanding Common Stock, and no holder of Common Stock shall be entitled as such, as a matter of right, to subscribe for or purchase any such stock or convertible securities so to be issued.

BOOK 110

152

TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 3rd day of August, 1956, between J. PETER GRACE, JR., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and SOUTHERN COATINGS & CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Sumter, State of South Carolina, whose Postoffice address is Sumter, South Carolina, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other as follows: to wit:

Description of timber.-1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 5375 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Areas Number 5, 6, 7, 8, 11, 13, 16, 17, 21, 22, 23, within the Dennis Doone Plantation as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 7,000 MBF pine, more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.-2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

Affidavit on file. S.C. Stamps $140.00

For tripartite agreement See Deed Book 116 Page 63

Recd Sept 21 - 1956
1:30 Pm

DEEDS

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TIMBER SALE CONTRACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

THIS CONTRACT made and entered into in the County of Colleton, State of South Carolina, this 3rd day of August, 1956, between J. PETER GRACE, JR., whose Postoffice address is 7 Hanover Square, New York 5, N. Y., hereinafter called the "Seller" and SOUTHERN COATINGS & CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of South Carolina and having an office and principal place of business at Sumter, State of South Carolina, whose Postoffice address is Sumter, South Carolina, hereinafter called the "Purchaser", WITNESSETH:

NOW KNOW ALL MEN BY THESE PRESENTS that it is hereby contracted and agreed by and between the Seller and the Purchaser, each in consideration of the Agreements and undertakings of the other as follows: to wit:

Description of timber.-1. The Seller agrees to sell and the Purchaser agrees to purchase from an area of about 5375 acres to be designated on the ground by the Seller's Agent prior to cutting in Sale Areas Number 5, 6, 7, 8, 11, 13, 16, 17, 21, 22, 23, within the Bonnie Doone Plantation as definitely designated on the attached map which is a part of this contract, at the rate or rates and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber, standing or down, and all the live timber marked or designated for cutting by the Seller's Agent, merchantable as hereinafter defined for sawtimber.

The estimated amount to be cut under the methods of marking and designation described in Section 4 is 7,000 MBP pine, more or less.

The Purchaser hereby covenants, agrees and promises to cut and remove said timber in strict conformity with all and singular the following conditions and agreements which are a part of this contract:

Payments.-2. The Purchaser hereby agrees to pay to the Seller at his Postoffice address hereinbefore designated or such Agent or Depository as may be designated by the Seller, to be deposited therein to the credit of the Seller, for the timber at rates for stumpage set forth in a separate agreement of even date, made between the Seller and the Purchaser, which is incorporated herein by this reference.

Affidavit on file. S.C. Stamps $140.00

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Read Sept 21-1956
1:30 PM

For Transfer Agreement See Deed Book 115 Page 63

2a. Payments for stumpage shall be made in advance when called for by the Seller's Agent but title to such stumpage shall not pass except as provided in paragraph 6 hereof. The total of such payments called for at any one time shall not be less than One Thousand Dollars ($1,000.00) nor more than Twenty Five Thousand Dollars ($25,000.00) as determined by the Seller's Agent. At the completion of the contract the total amount of the payments to be made hereunder shall be stated in writing by the Seller's agent and a copy thereof delivered to the Purchaser. Credit shall be given for the amount of all payments, if any, theretofore made by the Purchaser under this contract.

Period of Contract.-3. Unless extension of time is granted in writing by the Seller, all timber shall be cut and removed and the requirements of this contract satisfied on or before August 31, 1959. Unless such amounts are changed in writing by the Seller's Agent, at least 2000 MBF shall be cut prior to August 31, 1957 and at least 5000 MBF shall be cut prior to August 31, 1958.

Marking.-4. Live pine timber shall be marked for cutting by blazing below stump height and stamping "PG" upon the blaze, or by a yellow paint spot below stump height, at the option of the Seller.

Merchantability.-5. Any pine tree which in the judgment of the Seller's Agent, contains one or more logs sixteen (16) feet in length and is otherwise merchantable as hereinafter defined, may be marked or designated for cutting as a merchantable tree.

5a. All pine logs are merchantable which are not less than ten (10) feet long, at least seven (7) inches in diameter inside bark at the small end, and after deduction for defect scale twenty five (25) percent of their gross scale; PROVIDED, That no pine log scaling less than ten (10) board feet shall be considered merchantable; and PROVIDED FURTHER, That worm holes, firm red heart, sound knots, check, sweep, split, stain, shall not be regarded as defects.

Passage of Title, Scaling.-6. Title to all timber included in this contract shall pass to the Purchaser when it is cut by the Purchaser, but, as additional security for the performance by the Purchaser of all his obligations under this contract, the Seller shall have a lien on all timber included in this contract until it has been scaled, measured or counted by the Seller's Agent, and until it has been paid for, whereupon the lien shall be discharged. Material shall be piled or skidded for scaling, measurement or count if required by the Seller's Agent and in such manner as he shall direct.

DEEDS

6a. Pine logs shall be scaled by the Scribner Decimal C. log rule, at the small end on the average diameter inside bark taken to the nearest inch.

6b. The maximum scaling lengths of sawlogs shall be sixteen (16) feet; greater lengths will be scaled as two or more logs, all as nearly the same length in multiples of two feet as practicable.

6c. Upon all logs, four (4) inches shall be allowed for trimming. Logs overrunning the specified trimming allowance shall be scaled not to exceed the next two feet in length.

6d. Logging operation shall to so conducted as to permit scaling to be done economically and the Purchaser agrees that at least three hundred (300) logs shall be made available for scaling at any one time before requesting scaling service.

6e. In the discretion of the Seller's Agent and with the written consent of the Purchaser, the volume of marked or designated trees may be determined and recorded before felling, in accordance with volume tables developed for the species of timber included in this sale, copies of which are to be kept on file in the office of the Seller's Agent, with such allowance for defect or volume as the Seller's Agent may determine to be equitable for the timber on the sale area.

Logging.-7. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the Sale Area shall be approved by the Seller's Agent. Operations begun on any natural logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing by the Seller's Agent, in which event cutting shall be completed on the area left unfinished as soon as practicable. All trees marked or designated for cutting shall be cut and removed in accordance with the terms of this contract as logging progresses over the sale area; PROVIDED, That with the written consent of Seller's Agent and under such conditions and restrictions as he may require, the Purchaser may cut and remove selected marked or designated trees in advance of the cutting and removal of all marked or designated trees. After decision in writing by the Seller's Agent that the Purchaser has complied satisfactorily with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or slash disposal work on such areas.

7a. Any method of logging other than by means of wheel type tractors may be employed only with the advance approval in writing of the Seller's Agent and under such conditions and restrictions as he may require.

7b. As far as practicable all branches of logging shall keep pace with one another, and in no instance shall slash disposal be allowed to fall behind cutting, except when adequate reason makes proper disposal impracticable, when the disposal of slash may, with the written consent of the Seller's Agent, be postponed until conditions are more favorable.

consent of the Seller's Agent, be postponed until such time as more favorable.

19. As far as practicable all provisions of logging small tract pass with ownership, and it is intended small tract disposal be allowed to fall behind cutting, except when dedicated roads cause proper disposal immediately when the disposal of slash may with the written consent of the Seller's Agent, be postponed until such time as more favorable.

18. As far as practicable all provisions of logging small tract pass with ownership, and it is intended small tract disposal be allowed to fall behind cutting, except when dedicated roads cause proper disposal immediately when the disposal of slash may with the written consent of the Seller's Agent, be postponed until such time as more favorable.

17. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

16. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

15. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

14. Logging Roads. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the said area shall be approved by the Seller's Agent. Operations upon any logging area shall be completed in accordance with the terms of this contract before cutting may begin on other areas, unless such cutting is authorized in writing by the Seller's Agent. In addition thereto, all trees marked or designated for cutting shall be cut and removed in accordance with the terms of this contract as logging progresses over the said area; PROVIDED, that with the written consent of Seller's Agent and under such conditions and restrictions as may be required, the Purchaser may cut and remove salvaged marked or designated trees in advance of the cutting and removal of all marked or designated trees. After duplication in writing by the Seller's Agent, the Purchaser may be required to comply with the contract requirements as to specified areas, the Purchaser shall not be required to do additional logging or clean disposal work on such areas.

13. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

12. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

11. Logging Roads. As far as may be deemed necessary for the protection of the Seller's interests, the plan of logging operations on the said area shall be approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

10. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

9. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

8. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

7. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

6. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

5. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

4. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

3. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

2. Logging Other Than by Means of Roads. Logging by means of any type tractors may be employed only when the advance approval in writing of the Seller's Agent and under such conditions and limitations as he may require.

1. Logging Roads. Logging roads shall be constructed in accordance with the plans and specifications approved by the Seller's Agent. Operations upon any logging road shall be suspended when, in the opinion of the Seller's Agent, the condition of the road is such that the use thereof will cause undue damage to the road or to the timber adjacent thereto. All bridges and culverts shall be maintained in good condition during the logging season and shall be left in good condition upon the completion of logging operations. Upon the completion of logging operations on any unit, all roads, bridges and culverts constructed by Purchaser shall be left in a condition satisfactory to the Seller's Agent. Purchaser shall not be relieved of the duty to maintain any road, bridge or culvert constructed by him until the Seller's Agent shall have given him written notice that the same have been completed in accordance with the terms of this contract.

7e. The Purchaser shall cut all and only marked or designated live trees and all dead trees whether marked or not and shall remove all merchantable material from the sale areas. No timber shall be cut until paid for, nor removed from the place or places agreed upon for scaling until scaled, measured or counted by the Seller's Agent.

7d. The Purchaser shall conduct its logging and other operations in a husbandlike way so as to protect the unmarked and undesignated timber and trees and seedlings and shall not unnecessarily or unduly damage or destroy in the course of any operation permitted hereunder any seedlings or trees not conveyed hereby. Unmarked or undesignated trees which are damaged in logging shall be cut if required by the Seller's Agent.

7e. On the portions of the sale area on which felling has been or is being done, unmarked or undesignated trees which contain merchantable material and which are cut, injured through carelessness, or killed by fire which the Purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented unless such cutting, injury or killing involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at double the current rates for stumpage fixed by the terms of this contract, for the class of material said trees contain: PROVIDED, That such payment shall not release the Purchaser from liability for any damage to the Seller other than the value of said trees. Marked or designated trees left uncut, timber wasted in tops, long butts, marked or designated timber broken by careless felling, and any timber merchantable according to the terms of this contract, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this contract expires or is otherwise terminated unless such wastage or nonremoval involves small amounts of material and in the judgment of the Seller's Agent is justified by existing conditions, shall be paid for at the current rates for stumpage for such material. The amounts herein specified shall be regarded as liquidated damages. Unless extension of time is granted by the Seller's Agent the right, title, and interest to any timber for which payment has been made under the provisions of this section shall revert to the Seller without compensation unless it shall have been removed from any portion of the sale area accepted by the Seller's Agent within the three months next succeeding the date of such acceptance, or from the remainder of the sale area during the same number of months next succeeding the date of expiration or termination of this contract.

7f. Stumps shall be cut so as to cause the least practicable waste, and not higher than twelve (12) inches measured on the side adjacent to the highest ground, except that when this requirement is impracticable, in the judgment of the Seller's Agent, he may authorize and accept higher stumps: PROVIDED, That all stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Seller's Agent, shall be paid for at the rate of twenty five cents ($0.25) each. Such payment shall be regarded as liquidated damages.

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in view of the difficulty of determining the actual damage to the Seller through wastage of the quantity and quality of the material involved.

7g. All trees shall be utilized to as low a diameter in tops as practicable and to a minimum diameter of seven (7) inches when merchantable. The log lengths shall be varied so as to secure the greatest possible utilization of merchantable material.

Slash Disposal.-8. Slash shall be disposed of as follows:

Marked or designated trees within two hundred (200) feet of the center line on both sides of all roads shall be felled away from the roads where practicable. The tops of all trees falling within the two hundred (200) foot strip as measured from the center line of all roads shall be lopped so that material four (4) inches and larger will be left not higher than twelve (12) inches from the ground and material smaller than four (4) inches shall be left not higher than eighteen (18) inches from the ground. In the discretion of the Seller's Agent, he may authorize the removal of the tops by skidding to a distance of not less than two hundred (200) feet from the center line of all roads in lieu of lopping. All branches, limbs and tops of pine trees are to be removed to a distance of at least three (3) feet from standing reserved pine trees unless this requirement is waived for specific areas by the Seller's Agent.

Fire Precaution.-9. During the time that this contract remains in force the Purchaser shall independently do all in his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his employees, contractors, and employees of contractors to do likewise. Unless prevented by circumstances over which he has no control, the Purchaser shall place his employees, contractors, and employees of contractors and his and their equipment at the disposal of the Seller's Agent, free of charge, for the purpose of fighting forest fires, with the understanding that the fire-fighting services are to be rendered on the area embraced in this contract and on adjacent areas of the Bonnie Doone Plantation; PROVIDED, That the maximum expenditure for fire fighting without remuneration in any one calendar year, shall not exceed One Thousand Dollars ($1,000.00) and PROVIDED FURTHER, That if the Purchaser, his employees, contractors, or employees of contractors caused or could have prevented the origin or spread of the said fire or fires, no payment shall be made for services so rendered, nor shall the cost of such services be included in determining said maximum expenditure for any calendar year.

9a. Except in serious emergencies as determined by the Seller's Agent the Purchaser shall not be required to furnish more than twenty five (25) men for fighting fires within the area above specified, and any employees furnished shall be relieved from fire fighting on such areas as soon as it is practicable for the Seller's Agent to obtain other labor and equipment adequate for the protection of the Bonnie Doone Plantation.

9b. During periods of fire danger, as may be specified by the Seller's Agent, the Purchaser shall prohibit building of warming and lunch fires by his employees, contractors, and employees of contractors within the sale area except at

established camps, and shall enforce this prohibition by all means within his power; PROVIDED: That the Seller's Agent may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating lunches.

(THB) (J.) ~~9c. The Purchaser shall clean up landing or loading spaces within the Bonnie Doone Plantation, including the Gruber tracts, used for products from this sale, by piling and burning all inflammable debris, without distinction between that caused by the operations of the Purchaser or by those of others, when and as directed by the Seller's Agent.~~

(See page 7a for 9c)

9d. No camp refuse or slash or other debris such as that resulting from the clearing around camps or on the rights-of-way shall be burned without the written consent of the Seller's Agent.

9e. Mill sites and the ground within the marginal limits thereof shall be cleared of all inflammable material including dead trees before the mill is set up as required by the Seller's Agent, and thereafter this space shall be kept clear of all brush, dry grass or other inflammable material, other than sawed products, so long as the mill operates. Slabs, if not burned or hauled currently, shall be placed sufficiently apart from the sawdust, in the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent and not otherwise.

(JPG) (THB) Occupancy and Improvements.—10. The Purchaser is authorized to build, on the Bonnie Doone Plantation ~~and including the Gruber tracts~~, sawmills, camps, roads, and other improvements necessary in the logging or the manufacturing of the timber included in this contract; PROVIDED, That all such structures and improvements shall be located and operated subject to such regulations by the Seller's Agent as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation ~~and including the Gruber tracts~~, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house; also that branch of said entrance road leading to the residence of Boodle; both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

(JP.) (THB) 10g. Private roads within the Bonnie Doone Plantation, ~~and including the Gruber tracts~~, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace fills; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be fouled by dragging earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be bladed off the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $1.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

(JPG) (THB) 10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation ~~and including the Gruber tracts~~, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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established camps, and shall enforce this prohibition by all means within his power; PROVIDED That the Seller's Agent may designate safe places where all inflammable material has been cleared away, camp fires may be built for the purpose of warming and heating timber.

~~9a. The Purchaser shall observe all fire-lay-in regulations in force within the Dominion from time to time affecting the timber removed by the Purchaser from the Dominion lands, and shall not permit any fire originating on the Purchaser's limits to spread to the limits of the Seller's Agent.~~

9b. No camp refuse or plant or other debris such as that resulting from the cutting annual camps or on the right-of-way shall be burned without the written consent of the Seller's Agent.

9c. Mill piles and the ground within the municipal limits thereof shall be cleared of all inflammable material including dead trees, before the mill is set up as required by the Seller's Agent, and thereafter this piles shall be kept clear of all brush, dry grass or other inflammable material other than sawed products, so long as the mill operates. Slabs, if not burned or buried promptly, shall be piled sufficiently apart from the sawdust, to the judgment of the Seller's Agent, so that they can be burned separately and shall be burned as directed by the Seller's Agent without otherwise.

Structures and Improvements.- 10. The Purchaser is authorized to build on the Bonnie Doone Plantation and during (TPC) the timber limits included in this contract PROVIDED, That all such structures and improvements as shall be located and (TRB) constructed subject to such regulations by the Seller's Agents as may be necessary for the protection of the Seller's interests; AND PROVIDED FURTHER: That the Seller's Agent may require that before construction work is undertaken on any improvements or any structures intended for the use or occupancy of labor, plans for such improvements and structures shall be submitted to him for approval as to their design, adequacy, and location; AND PROVIDED FURTHER: That the continuance or operation of all the above specified improvements on Bonnie Doone Plantation and including the timber limits, after this contract is terminated shall be subject to authorization by written permit and unless such authorization is secured all improvements not removed at the expiration of three months from the termination of this contract shall become the property of the Seller.

10a. All merchantable timber used in the construction of buildings, roads, and other structures, necessary in connection with the cutting and removal of the timber covered by this contract shall be paid for at the current rates for such material under this contract. Cull material, and unmerchantable tops of any hardwood species, including cypress, may be used for such purposes without charge and shall be left in place where used unless otherwise provided.

10b. The Purchaser shall keep all logging camps, mills, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, the Purchaser shall burn or otherwise effectively dispose of all debris and abandoned structures.

10c. All camp buildings and structures used in connection with this sale shall be located and operated as may be required by the Seller's Agent to prevent the pollution of the water in any stream. Outhouses, toilets and garbage pits shall be constructed and maintained so as to prevent, so far as is possible, the breeding of flies or the development of unsanitary conditions.

10d. Sawdust and all other mill refuse shall be so disposed of that none will enter the waters of any stream or tidewater.

10e. Roads and trails shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

10f. The private graded road serving as the entrance road between the main gate on the public road and the plantation house also that branch of said entrance road leading to the residence of Dooley both of which roads are located within the Bonnie Doone tract of the Bonnie Doone Plantation and which are designated on the attached map as Entrance Road No. 1 and Entrance Road No. 2 respectively, shall not be used by the Purchaser, his employees, contractors and employees of contractors for the purpose of hauling logs, lumber, and other forest products purchased under the terms of this contract unless such use is authorized in advance in writing by the Seller's Agent and only under such conditions and restrictions as he may require.

(TPC) (TRB) 10g. Private roads within the Bonnie Doone Plantation, and including the Grandpa-road, other than those specifically designated in Section 10f of this contract may be used by the Purchaser for the purpose of removing the timber covered by this contract. For this consideration the Purchaser agrees to maintain to a serviceable and satisfactory standard as required by the Seller's Agent, all such roads used by the Purchaser. Maintenance and repair shall be performed in accordance with the following specifications: Remove fallen timber and other obstructions; replace tiles; keep drainage channels and culverts clear of debris and functioning as intended; repair or replace fences, cattle guards, culverts, bridges, and other road structures; blade and shape surface and shoulders to maintain the original cross section. Surfacing shall not be hauled by dumping earth and debris from side ditches onto the surfaced portion of the road nor shall surfacing material be blended all the surfaced width.

10h. The Purchaser shall not be required to make expenditures for maintenance of such roads at a rate exceeding $10.00 per MBF of logs or forest products cut under the terms of this contract; AND PROVIDED FURTHER, That the Purchaser is not relieved of responsibility for damage to said roads including bridges and culverts due to the Purchaser's use of the roads. The Purchaser shall be required to reconstruct existing bridges and culverts to a standard adequate to support the loaded equipment used in the logging or in the hauling of timber and products from the sale area.

(TPC) (TRB) 10i. The Seller shall have the right to use without charge any road constructed for the purpose of logging the timber covered by this contract for any and all purposes reasonably necessary to the administration of the Bonnie Doone Plantation and including the removal of timber cut from other areas, and said roads may be used by other parties designated by the Seller's Agent in connection with the logging of any other timber sold by the Seller tributary to said road; PROVIDED, That such use shall not in the judgment of the Seller's Agent, seriously interfere with the logging operations of the Purchaser; AND PROVIDED FURTHER, That such other parties shall enter into an agreement with the Purchaser for reimbursing him for their proportionate share of the cost of maintaining those portions of the roads used jointly and maintained by the Purchaser.

10j. The Purchaser agrees to pay all damages caused by himself, his employees, contractors and employees of contractors, to fences, ditches, telephone lines, terraces, roads, bridges, or other improvements on the Seller's property, or to crops being cultivated thereon or to live stock or to any water courses thereon.

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9c. The Purchaser agrees to clean up loading or landing spaces within the Bonnie Doone Plantation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 8-Slash Disposal of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

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6. The landowner agrees to clean up loading or loading areas within the Lands Planation used for products from this sale by lopping accumulated tops and limbs in accordance with the provisions of Section 5-Clean Operations of this contract and to scatter accumulations of debris and remove or effectively dispose of abandoned structures.

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10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within Five Hundred (500) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

(JPG) (THB) ~~11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.~~

(See Page 6a for 11d.)

11e. All operations on the sale area, including the removal of scaled timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract. PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, C. O. Allison is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee for faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of Seventeen Thousand Dollars ($17,000.00) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of Seventeen Thousand ($17,000.00). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, ~~and including the Gruber tracts~~ during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

(JPG) (THB)

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

10k. The Purchaser agrees to hold the Seller harmless against all liability which may be incurred or caused by the Purchaser, his employees, contractors and employees of contractors, in any operation connected with the cutting, manufacture and removal of the timber covered by this contract. This liability includes also, but is not limited to, any damages which may be caused by the Purchaser to adjoining land owners by fire, erosion, use of water courses or overflow.

10l. Mill sites and log loading places may not be located within ..... (.....) feet of the center line on either side of the Entrance Road No. 1 and Entrance Road No. 2 described in Section 10f of this contract.

Other Conditions.—11. The Seller reserves (1) The right to sell any material not included in this contract from the sale area during the life of this contract; PROVIDED, That the removal of such material will not, in the judgment of the Seller's Agent, interfere with the operations of the Purchaser, (2) The right to sell any material included in this contract from the sale area during the life of this contract; PROVIDED, That such material is subject to rapid deterioration and that the Purchaser is unable or is unwilling to cut such material by changing the logging plan.

11a. The Purchaser agrees not to assign this contract in whole or in part, nor contract the cutting, manufacturing, or removal of timber without written consent of the Seller's Agent.

11b. The Seller and the Seller's Agents shall have the right to inspect and observe at any time, the Purchaser's operations to see that there is compliance with this contract.

11c. At all times when logging operations are in progress the Purchaser shall have on the sale area, a representative who shall be authorized to receive, on behalf of the Purchaser, any or all notices and instructions in regard to work under this contract given by the Seller's Agent, and to take such action thereon as is required by the terms of this contract.

11d. Complaint by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. The decision of the Seller's Agent shall be final in the interpretation of the provisions governing the sale, cutting and removal of the timber covered by this contract.

11e. All operations on the sale area, including the removal of sealed timber, may be suspended by the Seller's Agent in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract; PROVIDED, That the Seller may, upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this contract were fixed, and with the consent of the Purchaser, terminate this contract, but in the event of such termination the Purchaser shall be liable for any damages sustained by the Seller arising from the Purchaser's operations hereunder.

11f. All the records pertaining to Purchaser's logging operations and milling business shall be open to inspection at any time by the Seller's Agent, with the understanding that the information obtained shall be regarded as confidential.

11g. The term "Seller's Agent", wherever used in this contract, signifies the Seller's representative who shall be designated to supervise the timber operations in this sale. For the purpose of this contract, ... is designated as "Seller's Agent".

11h. The conditions of the sale are completely set forth in this contract and none of its terms can be varied or modified except in writing by the Seller or his legally authorized representative.

11i. As a further guarantee of a faithful performance of the conditions of this agreement the Purchaser delivers herewith a surety bond in the sum of ..... ($.....) and agrees that should the sureties on the bond delivered herewith or on any bond delivered hereafter in connection with this sale become unsatisfactory to the Seller, the Purchaser will, within thirty (30) days of receipt of demand, furnish a new bond with sureties solvent and satisfactory to the Seller, or in lieu of surety bond, has deposited with the Seller, cash in the sum of ..... ($.....). As soon as security for the performance of the terms of this contract or the settlement of claims incident thereto is no longer necessary deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Purchaser. The Purchaser agrees that all moneys deposited under this contract may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the Seller to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the Seller.

11j. The Purchaser, his employees, contractors and employees of contractors shall not engage in hunting or fishing on Bonnie Doone Plantation, and including the Grainer-tracts during the period covered by this sale; nor shall the Purchaser, his employees, contractors and employees of contractors have in their possession any guns or traps of any kind designed for the capture of any bird or animal.

11k. It is agreed that should the Purchaser during the period of this contract erect on said premises any building or structure, or any improvement of any kind or nature, and should any such building or structure or improvement be assessed for tax purposes, then the Purchaser shall pay any taxes which may be assessed against the same for any taxable year up to and including the year of the termination of this contract, or shall reimburse the Seller for any taxes which he may be required to pay by reason of such added building or structure or improvement during said period; but this shall not be construed to require the Purchaser to pay or to become liable for any additional taxes which may be assessed against the Seller on account of any increased valuation in said properties as the same now exist.

152-I

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make an appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of attorneys for the parties.

1521

11d. Complaints by the Purchaser as to any action taken by the employees of the Seller shall not be considered unless made in writing within thirty (30) days of such action to the Seller's Agent. In the event any dispute or disagreement shall arise in connection with either any interpretation of the timber sale contract or the performance or non-performance of any obligation of either party under said timber sale contract, and if such dispute or disagreement shall not be settled in writing within fifteen (15) days after it shall arise, in any such event the matter in controversy shall be settled by arbitration by three arbitrators. The Seller shall select one arbitrator and the Purchaser shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. In the event that the two arbitrators selected by the parties hereto fail to select a third arbitrator, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of South Carolina upon application by either party hereto. If the Chief Justice of the Supreme Court of the State of South Carolina shall fail to make an appointment pursuant to any application made hereunder, within fifteen days, application may be made to the American Arbitration Association in New York City for such appointment. It is the intention that any controversy submitted to arbitration shall be resolved by three arbitrators selected in the manner specified above. Each party agrees to pay one-half of all costs, fees and charges incident to any arbitration proceeding hereunder exclusive of the fees and charges of Attorneys for the parties.

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152 J

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this 3rd day of August 19 55.

Southern Coatings & Chemical Company

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

/s/ E. C. Gerald

/s/ J. M. DuRant

As to Purchaser.

By: /s/ Thos. H. Brice President
Assistant
By /s/ Philip L. Edwards Secretary

Purchaser (SEAL)

/s/ E. Tinsley Ray

/s/ Michael P. Charles

As to Seller.

(GLC) /s/ J. Peter Grace, Jr. (SEAL)
Seller

DEEDS

Determination of Boundary Lines.—12. It shall be the duty of the Purchaser to determine for himself the location of all boundary lines of the tracts of land embraced in this contract, and the Purchaser shall be responsible for any trespass that he shall do upon lands of the adjoining landowners or adjoining lands of the Seller, and shall save harmless the Seller from any claims by adjoining landowners for anything done by, through or under the Purchaser arising out of or connected with the performance of this contract or the logging operations upon the said premises.

Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Purchaser and the Seller have hereunto set their Hands and Seals in quadruplicate this _____ day of _____ 19__

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

/s/ E. C. Gerald

/s/ J. M. Durant

As to Purchaser.

/s/ E. Tinsley Ray

/s/ Michael P. Charles

As to Seller.

/s/ Thos. M. Brice, Assistant

/s/ Philip L. Edwards (SEAL)

Purchaser.

(CLC) /s/ J. Peter Grace, Jr. (SEAL)

Seller.

152K

STATE OF SOUTH CAROLINA)
COUNTY OF Sumter)

PERSONALLY APPEARED E. C. Gerald

who being duly sworn says that he saw T. H. Price

as President and Philip L. Edwards as Asst. Secretary of

SOUTHERN COATINGS & CHEMICAL COMPANY sign, affix the Corporate

Seal and attest the same and as the act and deed of said

Company deliver the above written contract, and that he

with J. M. DuRant witnessed the due execution thereof.

SWORN to before me this 3rd day)
of August A. D. 1956)

/s/ E. C. Gerald

(L. S.) /s/ Glenn V. Brown
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF Sumter)

PERSONALLY APPEARED R. C. Gerald

who being duly sworn says that he saw T. H. Bates

as President and Phillip L. Edwards as Asst. Secretary of

SOUTHERN CREDITORS & CHANGING COMPANY sign, affix the corporate

Seal and attest the same and as the act and deed of said

Company delivor the above written contract, and that he

with J. M. Durant witnessed the due execution thereof.

SWORN to before me this 3rd day)
of August A. D. 1950)

R. C. Gerald (a)

(L. S.) Glenn V. Brown (a)
Notary Public for South Carolina

1524

STATE OF New York)
)
COUNTY OF New York)

PERSONALLY APPEARED Michael P. Charles
(Fill in name of one witness)

and made oath that he saw the within named J. Peter Grace, Jr.
sign, seal and as his act and deed deliver the above written contract
and that he with E. Tinsley Ray
(Fill in name of other witness)
witnessed the due execution thereof.

SWORN to before me this 14th)
day of September 1956)

/s/ Michael P. Charles
(First witness signs here)

(L.S.) /s/ Julia O'Neill

Notary Public for _____

JULIA O'NEILL
Notary Public, State of New York
No. 31-2965600
Qualified in New York County
Commission Expires March 30, 1957

DEEDS

1522

STATE OF New York)
COUNTY OF New York)

PERSONALLY APPEARED Michael P. Charles
(Fill in name of one witness)

and made oath that he was the within named J. Peter Grace, Jr.
sign, seal and as his act and deed deliver the above written contract
and that he with E. Tinsley Ray
(Fill in name of other witness)
witnessed the due execution thereof.

SWORN to before me this 14th)
day of September 1956)

/s/ Michael P. Charles
(First witness signs here)

(L.S.) /s/ Julia O'Neill
Notary Public for

JULIA O'NEILL
Notary Public, State of New York
No. 31-2965600
Qualified in New York County
Commission Expires March 30, 1957

152 M

MINUTES OF MEETING of the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, a corporation under the laws of the State of South Carolina, held after notice at the office of the Company at Sumter, S. C. this 3rd day of August, 1956. A majority of the Board consisting of Messrs. T. H. Brice, Herbert Mosas, J. T. Buxton, T. H. Parker, P. L. Edwards and Mrs. T. H. Brice

being present the following Resolutions were unanimously adopted:

RESOLVED that SOUTHERN COATINGS AND CHEMICAL COMPANY do purchase from J. PETER GRACE, JR. all of the timber and trees on the sale areas of the property of the said J. PETER GRACE, JR. and SOUTHERN COATINGS AND CHEMICAL COMPANY dated the 3rd day of August, 1956, and that T. H. Brice the President and Philip L. Edwards the asst. Secretary of SOUTHERN COATINGS AND CHEMICAL COMPANY be and they are hereby authorized, empowered and directed to execute said contract under the Corporate Seal and deliver the same to the said J. PETER GRACE, JR. with full power and authority to execute and deliver any other and further instruments in writing or other papers, and to do all such other acts as may be necessary or proper to carry the foregoing Resolution into effect and accomplish the purposes thereof.

There being no further business the meeting adjourned.

/s/ Philip L. Edwards
Asst. Secretary

DEEDS

152 M

MINUTES OF MEETING of the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, a corporation under the laws of the State of South Carolina, held after notice at the office of the Company at Sumter, S. C., this 3rd day of August, 1956. A majority of the Board consisting of Messrs. T. H. Brice, Herbert Moses, J. T. Buxton, T. H. Parker, P. L. Edwards and Mrs. T. H. Brice

being present the following Resolutions were unanimously adopted:

RESOLVED that SOUTHERN COATINGS AND CHEMICAL COMPANY do purchase from J. PETER GRACE, JR. all of the timber and trees on the sale areas of the property of the said J. PETER GRACE, JR. and SOUTHERN COATINGS AND CHEMICAL COMPANY dated the 3rd day of August, 1956, and that T. H. Brice the President and Philip L. Edwards the Asst. Secretary of SOUTHERN COATINGS AND CHEMICAL COMPANY be and they are hereby authorized, empowered and directed to execute said contract under the Corporate Seal and deliver the same to the said J. PETER GRACE, JR. with full power and authority to execute and deliver any other and further instruments in writing or other papers, and to do all such other acts as may be necessary or proper to carry the foregoing Resolution into effect and accomplish the purposes thereof.

There being no further business the meeting adjourned.

/s/ Philip L. Edwards
Asst. Secretary

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I HEREBY CERTIFY the foregoing is a true and correct copy of Resolutions duly adopted by the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, at a meeting duly called and held as above set forth.

WITNESS my Hand and the Corporate Seal this 3rd day of August 1956.

/s/ Philip L. Edwards
Asst. Secretary

We, the undersigned, constituting all the Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, do hereby waive any call or notice (Not required) of the foregoing meeting of the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY and we hereby signify our assent and approval to all the business transacted at said meeting.

/s/ Philip L. Edwards

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DEEDS

153

[illegible]

-2-

[illegible]

I HEREBY CERTIFY the foregoing is a true and correct copy of Resolutions duly adopted by the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, at a meeting duly called and held as above set forth.

[illegible]

WITNESS my hand and the Corporate Seal this 3rd day of August 1956.

/s/ Philip L. Edwards
Secretary

Asst.

We, the undersigned, constituting all the Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY, do hereby waive any call or notice (Not required) of the foregoing meeting of the Board of Directors of SOUTHERN COATINGS AND CHEMICAL COMPANY and we hereby signify our assent and approval to all the business transacted at said meeting.

/s/ Philip L. Edwards

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[illegible]

[illegible]

/s/ Philip L. Edwards
Asst. Secretary

-14-

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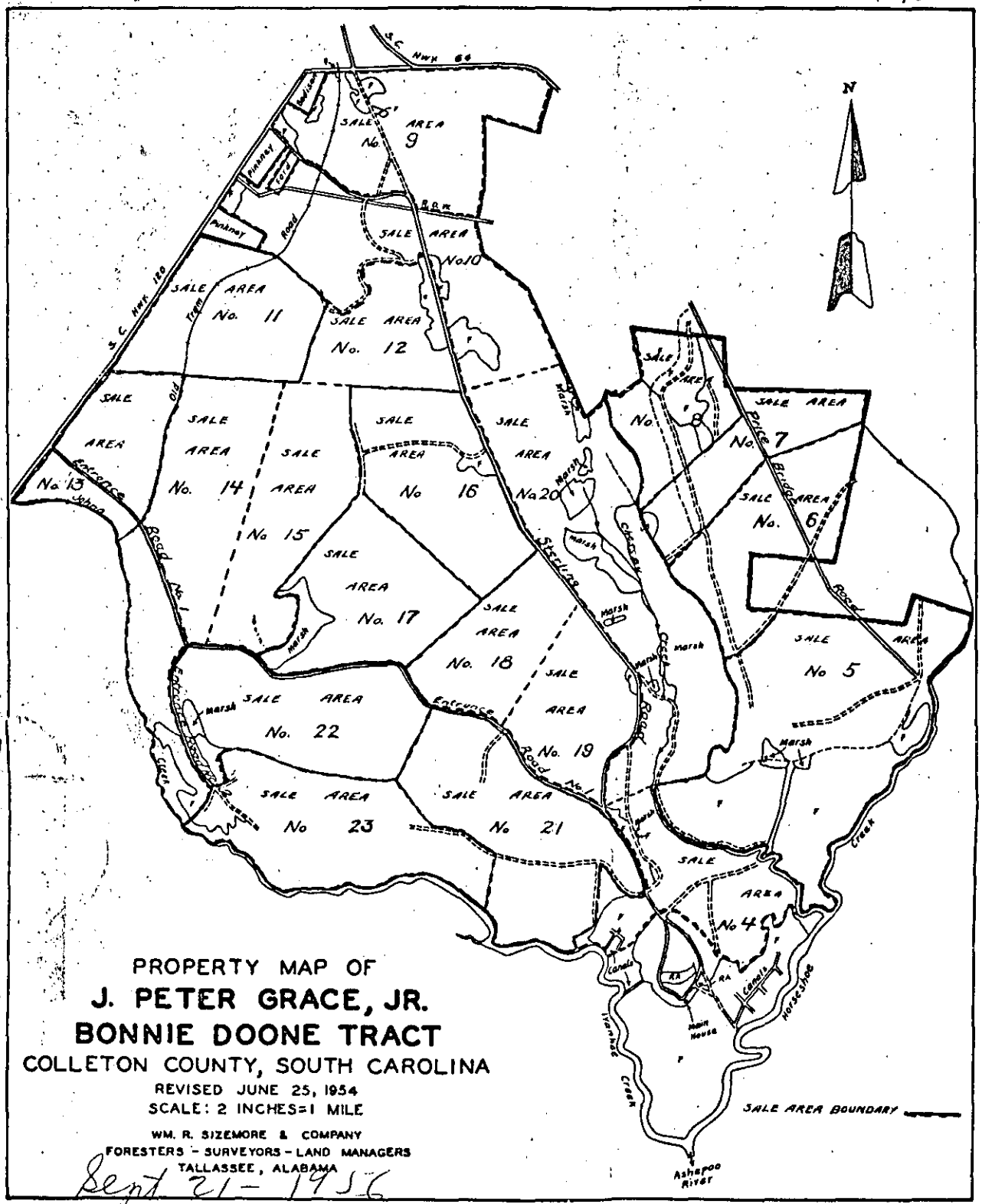

PROPERTY MAP OF

J. PETER GRACE, JR.

BONNIE DOONE TRACT

COLLETON COUNTY, SOUTH CAROLINA

REVISED JUNE 25, 1954

SCALE: 2 INCHES=1 MILE

WM. R. SIZEMORE & COMPANY

FORESTERS - SURVEYORS - LAND MANAGERS

TALLASSEE, ALABAMA

Sept 21 - 1956

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BOOK 110

156

COMMODITY CREDIT CORPORATION
Form 297 (7-1-52)
(Revised 10-11-55)

:State : S. C.
:County : Colleton
:Serial No. : 56-015-7

U. S. DEPARTMENT OF AGRICULTURE
COMMODITY STABILIZATION SERVICE
COMMODITY CREDIT CORPORATION

Filed this 16 day of Nov A.D. 1956
Page
A B Crosby
Clerk of Court
Colleton Carolina S. C.

SEVERANCE AGREEMENT

WHEREAS, Robert J. Bogan (Name of Borrower) of Route 3, Walterboro, (Address)

County of Colleton, State of South Carolina hereinafter called the "Borrower" has applied to the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures, to-wit:

Type	Kind (Wood, steel, etc.)	Capacity (Bushels or Tons)
One Circular Butler Bin With Fan 100 A and Ducts	Steel	1000 Bushels

On the following described real estate situated in the County of Colleton State of South Carolina:

All that piece, parcel, or lot of land situated in Bells Township and bounded as follows: On the North by lands of Roger P. Stokarski; on the East by lands of Roger P. Stokarski and Highway; on the South by lands of J. C. Drawdy; On the West by lands of Saunders Estate and Doctors Creek.

AND WHEREAS, the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure;

NOW, THEREFORE, the parties hereto do covenant and agree that such structures and equipment:

1. Shall remain severed from said real estate, and,

2. Even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,

3. Shall not be subject to the lien of any security transaction or instrument heretofore or hereafter rising against the structure or realty on which it is placed, until,

   (A) The expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,

   (B) Until repayment of said loan.

4. It is further agreed and understood by the parties hereto that in the event the storage facilities described above are acquired by Commodity Credit Corporation through foreclosure of the security instrument given in connection with this loan, or acquired through other means, such facilities shall, at the option of Commodity Credit Corporation, remain on the above-described property for a period not to exceed six months at no expense to Commodity Credit Corporation.

(Over)

156A

Robt J. Bogan (SEAL)
Signature of Borrower

Joseph Bogdanowicz (SEAL)
(Owner or Lienholder)

Date November 13, 1956

Date

Maudea Bogan (SEAL)
Signature of Borrower's Spouse

(SEAL)
(Owner or Lienholder)

Date November 13, 1956

Date

WITNESS:
Maude A. Pate
(Witness)

WITNESS:
Roxana A Hanley
(Witness)

Alice T. Beckett
(Witness)

Alice T. Beckett
(Witness)

PROPATE CERTIFICATE FOR INDIVIDUALS

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

Before me, Alice T. Beckett, Notary Public of South Carolina, personally appeared Roxana A. Hanley and made oath that She saw the within named Joseph Bogdanowicz sign, seal and, as Its act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that he Alice T. Beckett with Roxana A. Hanley witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this
8th day of November, 1956.

Alice T. Beckett
Notary Public of South Carolina

Roxana A Hanley
(Witness)

(SEAL)

My Commission expires at pleasure of Governor.

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

Before me, Alice Beckett, Notary Public of South Carolina, personally appeared Maude A. Pate and made oath that She saw the within named Robert J. Bogan sign, seal and, as His act and deed, deliver the within instrument for the uses and purposes herein mentioned, and that he Maude A. Pate with Alice T. Beckett witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this
13th day of November, 1956.

Alice Beckett
Notary Public of South Carolina

Maude A. Pate
(Witness)

(SEAL)

My Commission expires at pleasure of Governor.

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- 3 -

PROBATE CERTIFICATE FOR CORPORATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PERSONALLY appeared before me _____ and made oath that he saw the within named _____ as _____ President of the within named _____ sign, seal and deliver as act and deed the within named instrument; and that he saw _____ as _____ Secretary of the within named _____ attest and affix the Corporate Seal and as the act and deed of the _____ _____ deliver the within named instrument; and that he with _____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 19____. _____

_____
Notary Public of South Carolina

(SEAL)

My Commission expires at pleasure of Governor.

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

I, Alice J. Beckett, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Laura Bogan _____, the wife of the within named Robert E. Bogan _____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____ and its assigns all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 8th day of November 1956.

Alice J. Beckett
Notary Public of South Carolina

Agnes Bogdanowicz
Mrs Laura Bogan
(Signature of wife)

(SEAL)

My Commission expires at pleasure of Governor.

and Agnes Bogdanowicz
the wife of the within
named Joseph Bogdanowicz,

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STATE OF SOUTH CAROLINA,
County of Colleton.

CONTRACT FOR LEASE

Under authority of an Act of the General Assembly, "To Regulate the Storage, Grading and Marketing of Cotton," and creating the office of Department of Agriculture, William L. Harrelson, as such commissioner, and W.H.Varn Jr.

of Colleton. County, State aforesaid, do covenant and agree, viz:

(I.) That the building described in the attached survey is hereby leased unto William L. Harrelson, representing the State of South Carolina, at and for the rental of One (1) Dollars and certain other valuable considerations and hereby delivers the possession of the same unto William L. Harrelson, Commissioner, the following building to be used as a warehouse, located in the County of Colleton., State of South Carolina, for a term of one year and for as much longer as the same is used as a State Warehouse; with all rights of ingress and egress. Same being the building described in the Survey attached hereto and made a part hereof See Attached Survey.

It being agreed that the said William L. Harrelson, Commissioner, is not liable in any amount for rent until after all expenses for operating said warehouse shall have been paid in full. Said expenses to be, viz:

1. Storage charges to the State of South Carolina as per list.

2. Insurance premiums, bond premiums, salary of manager, wages of laborers, and all charges connected with storing and handling cotton in said warehouse.

(II.) William L. Harrelson, as Commissioner, agrees to lease the said warehouse of the aforesaid W.H.Varn Jr.

and to pay the sum of One and No/100 Dollars. as rent therefor for a period as long as the same is operated as a State Warehouse. He further agrees, after payment of all operating expenses connected with storing and handling the cotton or other farm products placed in said warehouse, including the storage charges per bale for each month or fractional part thereof to the State, to pay the balance as additional rent to W.H.varn Jr.

It being clearly understood that no liability is incurred by William L. Harrelson, Commissioner, in excess of the receipts of money paid for storage in the said warehouse.

(III.) William L. Harrelson, Commissioner, agrees to require bond from the Manager, Weigher, and Grader of said cotton, guaranteeing condition, weight and grade of cotton or other farm products accepted by them, and the delivery of the cotton or other farm products on the presentation of the receipt issued for same as required by the Act of the General Assembly hereinabove referred to.

Witness our hands and seals, this the 5th day of December 1956., A. D. 19__.

W.H.Varn Jr. (Seal)
(Owner of Warehouse)

Signed in the presence of:

M.R.Loadholt.

Sophie S.Varn.

William L.Harrelson. (Seal)
Commissioner

Seal Affixed.

Recorded December 11th,1956, at 9 A.M

Form 10.

DEEDS

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STATE OF SOUTH CAROLINA,
County of Colleton.

Personally appeared before me M.R.Loadholt.

who, upon oath, says that he saw the within named W.H.Varn Jr.

sign, seal and deliver the within lease and that he with Saphie S.Varn.

witnessed the execution thereof.

SWORN to before me this 5th day of December 1956. 19

A.L.Smoak.
Notary Public.

M.R.Loadholt.

STATE OFSOUTH CAROLINA.
COUNTY OF COLLETON. LEASE.

This Indenture and Lease agreement made and concluded at Walterboro, S.C. this Day of December 1956, by and between Maggie Richardson, Administratrix of the Estate of Daniel Lee lessor, of the First part, and J.M.Hiott, Lessee of hhe Second part.

WITNESSETH: That the said Maggie Richardson, administratrix of the Estate of Daniel Lee, has granted, and leased, and by these presents, does grant and Lease unto the said J.M.Hiott.

All that Piece, parcel or Tract of land, situate, lying and beingin Fraser Township County and State aforesaid, near Pendergrass Crossroads, and bounded onthe North by lands of West Virginia Pulp and Paper Company; on the East by landsof West Virginia Pulp and Paper Company; on the South by landsnow or formerly of Mary Manigo; and on the West by lands of West VirginiaPulp and Paper Company.

For a perlof of Seven (7) years commencing January 1, 1957, and payable at the rate of Seventy Five and No/100 ($ 75.00) per year due and Payableonor before December 31 of each year.

It is ppecifically Agreed and Understood that the said Lessor shall have the Right to use from said lands any timber less than Ten (10) inches in diameter for the Purpose of maintenance of the farm and Farmland.

It is further understood and agreed that the said Lessee shallhave the right to renew at the same rental, this lease at the expiration of the Seven (7) year period by giving Ninety (90) Days written Notice of his intention to so renew.

TO HAVE ANDTO HOLD, The said Premises, unto the said J.M.Hiott, Lessee, his Executors Administrators and Heirs and Assigns, for the full period of Seven (7) years commencing January 1, 1957, for the Purpose of the maintenance of the farm and farmland.

Signed, Sealed and Delivered in Duplicate the day and year first above written, In the Presence of:

J. M.Hiott. (L.S.) Lessor.

Nettie M.Gethers.
H.H.Garvin. Maggie Richardson (L.S) Lessee.

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON

PERSONALLY appeared before me Nettie M.Gathers, who on oath says that she was present and saw Maggie Richardson , Administratrix of the Estate of Daniel Lee, Lessor and J.M.Hiott, Lessee sign, seal and as their act and Deeds, deliver the foregoing written Lease in duplicate; and that she with H.H.Garvin, witnessed the Execution then.

SWORN to before me this13 th day of December 1956.

Herman M.Tuten. (L.S.) Nattie M.Gethers.
Notary Public for South Carolina.
Magistrate

Recorded December 15. 1956. at 9 A.M.

162

Name and
Post Office Address
of Grantor Southeastern Newspaper, Inc.
Augusta, Georgia

Loop off Pole #592
TOLL Walterboro-Higgins Toll Line
LINE (Name)

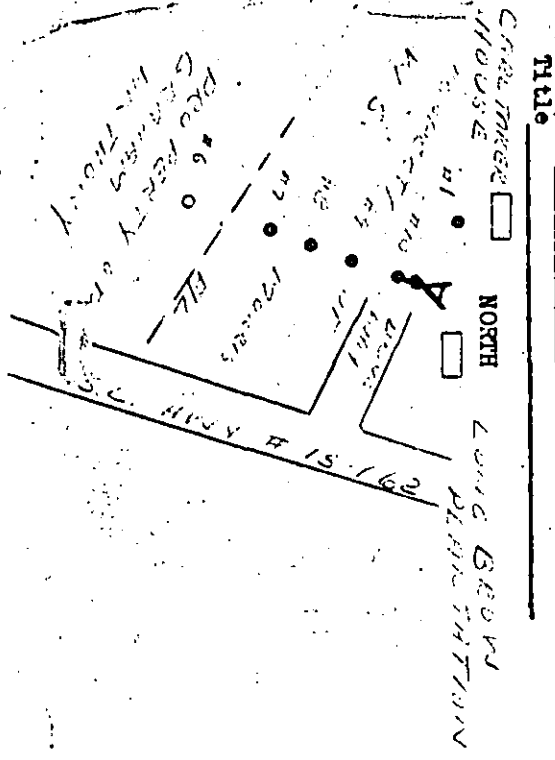
OR
EXCHANGE LINE - (Exchange
tributary to

The Property is bounded where the
line enters and leaves this property of:

Graham Anthony on the S and
on the

The poles (or stakes) have the following
identification 7 to 10
one spot pole

Authority 61-0023 Class. ITC
Area S. C. Toll
Approved
Title



GENERAL PERMIT (CORPORATION)

Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY one and no/100 Dollars in consideration of which Southeastern Newpapers, Inc. hereby grants said Company, its associated and allied companies, their respective licensees, successors and assigns, the right to construct, operate and maintain a line of communication consisting of such poles, wires, cables, conduits, guys, anchors and other necessary appurtenances as from time to time are required upon, across, over and/or under that certain tract of land situated in Colleton County, State of South Carolina, to wit: A certain tract of land Bounded on South by the property of Graham Anthony and known as Long Brow Plantation, and upon, along and under the roads, streets, or highways adjoining or through said property with the right to permit the attachments of and/or carry in conduit wires and cables of any other person or company for communications purposes or for the transmission and distribution of electric power and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said line and with the right to clear and keep cleared all trees, undergrowth or other obstructions within a strip of land 3 feet on each side of the center of said line and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees which might reach said line in falling; including the right to relocate said line on said premises to conform to any future highway relocation, widening or improvement; the said sum being received in full payment for the rights herein granted. The Company agrees to relocate at its own expense, on said property, its lines and fixtures to conform with future building improvements, or at any time after one year's notice in writing to remove same from the premises if so requested by the Grantor. It is understood that the Company would not be required to continue service to the grantor at this location in the event of such notice and subsequent removal.

APPROVED
R. H. Starling
S. C. OUTSIDE PLANT ENGINEER

IN WITNESS WHEREOF, the said grantor has caused its name to be hereunto set and its seal hereunto affixed this 10 day of November, 1956.

Signed, sealed and delivered in the presence of:

Marion Roy

Attest:
(Corporate Seal)

SOUTHEASTERN NEWSPAPERS, INC.
By W. D. Morris III
Assistant to the President

Gan
12-20-56

163

STATE OF GEORGIA.
COUNTY OF RICHLAND. CORPORATION FORM.

PERSONALLY appeared before me Edith M.Loyal who on oath says that she with Marie LeRoy saw William S.Morris III, Asst. to the President of the Southeastern Newspapers Inc, sign, and Seal and as the act and deed of said Corporation deliver the within Written Instrument and that she with Marie LeRoy witnessed the Execution thereof.

SWORN to before and subscribed this 10th day of November, 1956.
Edith Loyal.
Notary Public for GA.
Seal Affixed.
My commissionexpires March 28th, 1959.

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FORM NO. 90—LEASE
WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. REVISED 1929

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

THIS INDENTURE, made the 6th day of March A. D. 19 57

Witnesseth that I, J. I. and Ina Mae Kinard, all that

do hereby lease unto Mrs. L. M. Griffith,

the lot of land, with all the buildings thereon standing, and the appurtenances to the same belonging, known as No. tract situate in Cloverville farms, of Clover and County and State aforesaid, bounded Township described as follows:

All that piece, parcel or tract of land situate in Clover Township, known as a part of the Burry Small Tract in Colleton County, State of South Carolina. Said tract containing Two Hundred and Twenty-seven (227) acres, more or less, and bounded as follows: On the North by lands now or formerly of Robert Smalls; South by lands now or formerly of Mrs. T. M. Reeves; East by Public Highway known as the Jacksonboro Road, and lands now or formerly of Gatches; and on the West by the lands now or formerly of Halsey Lumber Company. This being all the lands now owned by Lessor.

TO HOLD for the term of Ten (10) years, with an option to extend for an additional Two (2) year period, from the 6th day of March A. D. 19 57

And I, the lessee above named, promise to pay for the rent of said premises the sum of Three Hundred and 00/100 ($300.00) Dollars per year, payable on January 1st of each year; said payment will be for the preceding year;

#1.20 Doc stamps affixed to original

and to quit and deliver up the same to the Lessor, or his Attorney, peaceably and quietly at the end of the term, in as good condition, reasonable use thereof, fire, and other unavoidable casualties excepted, as they now are, and not to make or suffer any waste thereof.

IT IS EXPRESSLY AGREED, that if there is default in the payment of the rent above stipulated for Sixty (60) days after the same is due, the said Lessor or his Attorney or Agent, shall have the right to re-enter and repossess the said premises, and to expel and remove therefrom the said Mrs. L. M. Griffith or any other person occupying the same.

J. I. and Ina Mae Kinard

IT IS ALSO EXPRESSLY AGREED, that the Lessee, if he so desires, may place this property in the Soil Conservation Program for the term of the lease.

Reserve

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written, Recorded 3/7/57

SIGNED, SEALED AND DELIVERED IN PRESENCE OF.....

James W. Kinard

Mrs. L. M. Griffith (L. S.)

Ina Mae G. Kinard (L. S.)

John A. Lucas

J. I. Kinard (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me James W.Kinard. and made oath that he saw the within-named Mrs. L. M. Griffith, as Lessor, and J. I. Kinard and Ina Mae Kinard, as Lessees, sign, seal and, as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he, with John A.Lucas. witnessed the execution thereof.

SWORN to before me this 6th. day of March 1957.

James W.Kinard.

Keith M.Kinard. (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

State of South Carolina,
COUNTY OF COLLETON.

MRS. L. M. GRIFFITH,

TO

J. I. KINARD AND INA MAE KINARD.

LEASE

(Copy)

GALLEY, STEAD & CROSWELL CO., CHARLESTON, S. C. 46326—L-46

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CERTIFIED COPY

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

D 163

By the Secretary of State

Whereas, D. H. BANKS, J. M. COSTELLO, B. M. EDWARDS, J. H. EPTING, J. B. GUESS, JR., A. F. HEINSOHN, W. J. KEENAN, JR., W. H. KENDRICK, S. R. MCMASTER, S. C. MCMEEKIN, H. A. PETIT, W. J. READY, J. C. B. SMITH

a majority of the Board of Directors of

SOUTH CAROLINA ELECTRIC & GAS COMPANY
(Columbia, S. C.)

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th. day of July, A. D. 19 24.

HAVE CERTIFIED, over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation the amendment of the first paragraph of Article VII of the Agreement of consolidation between South Carolina Electric & Gas Company and Lexington Water Power Company, as amended, constituting part of the aforesaid Corporation's Charter, so that said First paragraph of said Article VII now reads as follows:

"The Total amount of the authorized capital stock of the Company shall be forty million eight hundred fifty-eight thousand two hundred seventy ($40,858,270) dollars, of which $18,261,700 shall be divided into 365,234 shares of the par value of $50 each and $22,596,570 shall be divided into 5,021,460 shares of the par value of $4.50 each. All of the 365,234 shares of $50 par value stock shall be Preferred Stock and all of the 5,021,460 shares of $4.50 par value stock shall be Common Stock".

(authorized and set forth in the certificate aforesaid), which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which thirty days' notice was given, which notice stated the purpose of the aforesaid meeting, and further, that said Resolutions were adopted by a majority vote, and that in all respects there has been complied with the provisions of Title 12, Chapter 7, Code of Laws of South Carolina, 1952, and all amendments thereto. Article 1

NOW, THEREFORE, I, O. FRANK THORNTON Secretary of State, by virtue of the authority in me vested by Chapter aforesaid, of the Code of Laws of South Carolina, 1952 and amendments thereto, do hereby certify that the requirements of law for said amendment have been complied with, and for good and sufficient reasons to me appearing, do hereby certify that the charter of the aforesaid Company has been so amended.

GIVEN under my hand and the seal of the State at Columbia, this 22nd. day of May, in the year of our Lord One Thousand nine hundred and fifty-seven and in the one hundred and eighty-first year of the Independence of the United States of America.

(SEAL)

O. FRANK THORNTON
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 1387 May 22, 1957.

O. Frank Thornton

O. FRANK THORNTON,
Secretary of State.

DEEDS

167

Department of State

SOUTH CAROLINA

Amendment of Charter

OF

O. FRANK THORNTON, Secretary of State

The R. L. Bryan Company, Columbia, S. C.

CERTIFIED COPY 110 - 168

THE STATE OF SOUTH CAROLINA

EXECUTIVE DEPARTMENT

C 201

By the Secretary of State

Whereas, D. H. BANKS, J. M. COSTELLO, B. M. EDWARDS, J. H. EPTING, J. B. GUESS, JR., A. F. HEINSOHN, W. J. KEENAN, JR., W. H. KENDRICK, S. R. McMASTER, S. C. McMICKIN, H. A. PETIT, W. J. READY and J. C. B. SMITH

SOUTH CAROLINA ELECTRIC & GAS COMPANY (Columbia, S. C.) a majority of the Board of Directors of

a corporation created under and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the 19th. day of July, A. D. 19 24.

HAVE CERTIFIED over their signatures, Resolutions authorizing in behalf of the aforesaid Corporation an increase of the Capital Stock (authorized and set forth in the certificate aforesaid) to the sum of Forty Million Eight Hundred Fifty-eight Thousand Two Hundred Seventy ($40,858,270.00)---------- Dollars; which Resolutions were adopted pursuant to law, at a meeting of the stockholders of the aforesaid Corporation, of which published notice was given once a week for four successive weeks, which notice stated the purpose of the aforesaid meeting; and further, that said Resolutions were adopted by a two-thirds vote and that in all respects there has been complied with the provisions of Title 12, Chapter 4, Article 7 Code of Laws of South Carolina, 1952, and all amendments thereto.

NOW THEREFORE, I, O. Frank Thornton Secretary of State, by virtue of the authority in me vested by Title 12, Chapter 4, Article 7 of the Code of Laws of South Carolina, 1952, and amendments thereto, have this day endorsed across the face of the aforesaid Certificate of Incorporation or original Charter, authority of increase, as aforesaid, and hereby certify that the requirements of law for said increase will have been complied with when this Certificate and the endorsement across the face of the original Charter aforesaid is lodged for record in the office of the Register of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

GIVEN under my hand and the seal of the State at Columbia, this 22nd. day of May, in the year of our Lord One Thousand nine hundred and fifty-seven and in the one hundred and eighty-first year of the Independence of the United States of America.

(SEAL)

O. Frank Thornton
Secretary of State.

Certified to be a true and correct copy as taken from and compared with the records on file in this office under domestic corporation file number 13847 May 22, 1957.

O. Frank Thornton
O. FRANK THORNTON,
Secretary of State.

DEEDS

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Department of State

SOUTH CAROLINA

Increase of Capital Stock

OF

O. FRANK THORNTON, Secretary of State

The R. L. Bryan Company, Columbia, S. C.

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STATE OF SOUTH CAROLINA
EXECUTIVE DEPARTMENT
Pursuant to law, The Capital Stock of the within Corporation has been this day increased to the amount of $ 40,525,200.00 Forty million five hundred twenty-five thousand two hundred Dollars
Given under my hand and the seal of the State at Columbia, the 22nd day of May A. D. 1957
/s/ O. FRANK THORNTON
Secretary of State

STATE OF SOUTH CAROLINA
Executive Department

BY THE SECRETARY OF STATE

THIS is to certify that the above endorsement, showing increase of capital stock, has this day been endorsed across the face of the original Charter of South Carolina Electric & Gas Company.

Given under my Hand and the Great Seal of the State, at Columbia this 22nd day of May, A. D., 1957.

O. Frank Thornton
SECRETARY OF STATE

DEEDS

271-C (11/56) (LESSOR IMPROVED SERVICE STATION)

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THIS **AGREEMENT AND LEASE**, made and entered into this 9th day of April, in the year one thousand nine hundred and Fifty Seven by and between Atalie M.Marvin and her Husband, Oscar Marvin, of Walterboro, S.C. hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in City of Walterboro, County of Colleton, State South Carolina.

and more particularly described, as follows: Beginning at the Point of Intersection of the South Eastern right of Way line of Jefferies Boulevard, (U.S.Highway Nos. 15 and 17A) and the Northeastern margin of Laurel Avenue and Running thence in a North Ea sterly direction with said Right of way line of Jefferies Bouldvard (U.S. Highway No. 15 and 17A) a distance of One Hundred Twenty five (125.0) feet to a Point; thence in an Southeasterly Direction and perpendicular to Jefferies Boulevard (U.S.Highway No. 15 and 17 A) a Distrance of One Hundred (100) Feet more or bess to a Point; thence in An Southwesterly direction and parallel to Jefferies Boulevard (U.S.Hwys Nos. 15 and 17A) a distance of One Hundred Twenty Two (122) Feet; more or less to a Point in the Northeastern margin of Laurel Avenue; thence in a Northwesterly direction with said margin of Laurel Avenue a Distance of One Hundred (100) Feet to the Point of Beginning.
BEING a Portion of the Property conveyed by Hannah Blair to Atalie Marvin by Deed Dated October 11th 1924, and Recordedin Deed Book 56 at page 259, in the R.M.C.Office for Colleton County, South Carolina.

For Limited Assignment - See Book 175 - Pages - 217 - 228

(as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten (10) Years, beginning on the First day of July, 1957, and ending on the Thirtieth day of June 1967, hereinafter called "the original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

The Sum of Two Hundred Dollars ($ 200.00) per month, payable on the First day of each month in advance.

It being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five (5) years next succeeding the term of this lease, at a rent during such renewal term of the same rental as stipulated for the Original term hereof.

(b) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of The Sum of Two Hundred Twenty and No/100($ 220.00) Dollars per month payable on the First day of each month in advance.

(c) A further option to renew and extend this lease for a further term of Five(5) years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of The sum of Two Hundred Forty Two ($ 242.00) Dollars per monthnpayable on the First day of each in advance.

Recorded May 29th 1957 at 10 A.M

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~~(6) A further option to renew and extend this lease for a further term of ~~ years next succeeding the expiration of the third renewal period above mentioned at a rent during such fourth renewal term of

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions, options and provisions of this lease shall remain in full force and effect; it being further agreed that in the event LESSEE shall elect to exercise any of said options of renewal it shall do so by written notice to LESSOR not less than thirty days prior to the expiration of the then current term, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

5. (a) LESSOR, in consideration of this lease, hereby grants to LESSEE the option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements hereafter to be erected by LESSOR upon the demised premises under the provisions of this lease) at any time during the original term of this lease, for the sum of Forty Thousand and No/100 Dollars ($ 40,000.00) and at any time during any renewal term or extension of this lease for the sum of Forty Thousand Dollars ($ 40,000.00) in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If LESSOR, at any time after the execution of this lease and prior to the expiration of the original term and any renewal or extension thereof, receives a bona fide offer or proposal to purchase the demised premises, which offer or proposal LESSOR desires to accept, or should LESSOR during any such time make any offer or proposal to sell the demised premises, LESSOR agrees to give LESSEE Forty-five (45) days' notice in writing of any such offer or proposal, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. LESSEE shall have the first option to purchase the demised premises within such Forty-five (45) day period at the same price and on the same terms of any such offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the said period and regardless of whether or not the premises are sold pursuant to the bona fide offer or proposal set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title, during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under either (a) or (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise either of said purchase options, LESSOR covenants and agrees, upon payment of the purchase price, to convey the said property to LESSEE, its successors and assigns, by a recordable instrument having good and marketable title in fee simple, with covenants of warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a reputable title guarantee company at such company's regular rates; taxes, water rent and other current expenses, and rent hereunder, to be adjusted as of date of settlement.

The purchase options granted herein shall cease and expire at the expiration of twenty-one years from and after the death of the last-dying of the individual or individuals signing this lease as parties-lessor therein; or in the event the LESSOR or one of the parties-lessor is a corporation at the expiration of twenty-one years from and after the death of the last survivor of the individuals signing and attesting this lease as officers of both the LESSOR and LESSEE corporations.

6. LESSOR shall, at his own cost and expense, erect upon the demised premises for the use of LESSEE, a gasoline service station, said improvements to be completed in accordance with plans and specifications approved by LESSOR and LESSEE, as evidenced by the signatures of LESSOR and LESSEE upon a copy of said plans and specifications. All licenses and permits which may be required for the purpose of erecting and maintaining said gasoline service station improvements shall be secured from the proper authorities by the LESSOR, and LESSOR shall, upon the signing hereof, promptly make application for, and diligently proceed with such action as may be required to secure, such licenses and permits. Upon securing said licenses and permits, LESSOR shall promptly begin the construction of said service station improvements and shall complete the same and deliver possession thereof to LESSEE ready for operation within six months from the date of this lease. LESSOR covenants, in connection with the erection of said improvements, to save LESSEE harmless from all claims, judgments and liens resulting therefrom; and also covenants that should any liens or judgments be filed against the demised premises and remain unpaid, LESSEE may, at its option, pay the same and deduct such payment from the rent hereunder. It is further agreed that in the event said service station improvements shall not be completed by LESSOR and possession thereof delivered to LESSEE within six months from the date of this lease, then LESSEE shall have the right, at its option, to declare this lease null and void, or upon such default on the part of LESSOR in the erection of said improvements, LESSEE may, at its option, after securing the required licenses and permits therefor, proceed to erect said gasoline service station improvements upon the demised premises for the account of LESSOR (LESSEE being hereby authorized to raze and remove, without liability therefor, any and all existing buildings or improvements upon the demised premises), in which event LESSEE shall have the right to retain all rent to accrue and become payable under this lease and to apply the same to the repayment of the cost of such gasoline service station improvements together with interest to LESSEE at the rate of six per cent (6%) per annum calculated on all unpaid monthly balances of the total amount so advanced by LESSEE for the construction of said improvements, until the cost of such improvements, together with interest thereon as aforesaid, shall have been fully repaid to LESSEE; and in the event LESSEE shall erect said improvements under the provisions hereof, LESSOR does hereby irrevocably assign and transfer unto LESSEE all monthly rentals to accrue and become payable under this lease until such time as LESSEE shall be fully repaid all amounts so advanced by LESSEE for or on account of the construction of said service station improvements together with interests thereon as hereinbefore provided.

LESSEE covenants, in the event the required licenses and permits are secured, to furnish and install upon the demised premises, at its own cost and expense, such equipment and facilities as LESSEE deems necessary for use in the operation of its service station, all of which equipment, together with any additional buildings, improvements or equipment which LESSEE may hereafter erect or install upon the demised premises (consent to erect or install additional buildings, improvements or equipment being hereby given by LESSOR), shall at all times remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom all such buildings, improvements and equipment so belonging to LESSEE without any liability on LESSEE'S part for rent or as a holdover during such thirty-day period.

7. In the event the licenses and permits for erecting, maintaining or conducting a gasoline service station upon the demised premises shall at any time be revoked by City, County, State or other duly constituted authority, for reasons other than default or neglect on the part of LESSEE, or if for any other reason, not occasioned by any default or neglect on the part of LESSEE, LESSEE shall be lawfully prevented from occupying or using the demised premises as a gasoline service station, then LESSEE shall have the right, at its option, to terminate this lease by written notice to LESSOR.

8. LESSOR covenants that it is well seized of the demised premises, has a good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold LESSEE harmless from any loss by reason of any defect in the title. LESSOR covenants to pay all taxes and assessments of every nature upon the demised premises, including the land and all improvements of LESSOR thereon, and agrees to notify LESSEE immediately upon any default in the payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and LESSEE shall have the right to make such defaulted payments for the account of LESSOR. Any sums so advanced by LESSEE, including costs and attorneys' fees incurred by LESSEE in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or LESSEE may require LESSOR to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to LESSEE, LESSEE may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

9. LESSOR covenants that LESSEE, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid and any renewal periods, and may sublease or demise to any subtenant the whole or any part of the premises leased hereunder either during the original term hereof or during any of the renewal terms or both.

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10. In the event of any change in grade of any adjoining streets, alleys or highways, or in the event the demised premises, or any part thereof, shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of LESSEE is not suitable for the operation of a gasoline service station, this lease, at the option of LESSEE, shall terminate without further liability on the part of LESSEE, or LESSEE may continue in possession of remaining portion of the demised premises, in which event the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of LESSEE to any award for damages to it or to its leasehold interest caused by such taking, whether separately or as a part of a general award.

11. Any notice required or permitted to be sent to LESSOR hereunder shall be sufficient if delivered in writing personally or sent by U. S. Certified Mail addressed to Mrs. Atalie M.Marvin

at 341 South Jefferies Boulevard, Walterboro, S.C.
Any rent or other payment hereunder due to LESSOR shall be paid by check to Mrs. Atalie M.Marvin.

at 2 341 South Jefferies Boulevard, Walterboro, S.C.
Any notice required or permitted to be sent to LESSEE hereunder shall be sent by U. S. Certified Mail addressed to LESSEE

at Post Office Box. 2509, Charlotte N.C.

provided that either party may change the person or the address to which notices or rentals or other payments shall be sent upon written notice to the other. The date of mailing shall be deemed the date of giving the notice or paying the rent or making any other payment, as the case may be.

12. LESSOR covenants that no conveyance, assignment by or other change of interest of LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by U. S. Certified Mail, and in no event shall such conveyance, assignment or other change of interest affect this lease or the renewal or purchase option rights of LESSEE hereunder.

~~13. LESSOR covenants that it will not, at any time this lease or any renewal or extension is in effect, or at any time within a period of ten (10) years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling any petroleum products from any property within a radius of two thousand (2,000) feet of the boundary lines of the property hereby demised, and any deed from LESSOR to LESSEE will so provide. And LESSOR, during such period, will not sell, rent or permit to be occupied or used for such purpose any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any petroleum product other than products of LESSEE; and LESSOR further covenants that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during such period for any purposes herein prohibited.~~

14. LESSOR covenants to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements, upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenantable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage, LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenantable for the purposes of a gasoline service station.

15. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

16. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

17. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

18. This lease shall not be deemed to be accepted by LESSEE or binding upon it unless the same shall have been duly signed by its General Manager Sales. and an executed copy thereof delivered to LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: Atalie M.Marvin. (SEAL)

Robert A Rutcliff. Oscar Marvin. (SEAL)

F.V.Daniel (SEAL)

(SEAL)

(SEAL)

Witness: THE AMERICAN OIL COMPANY

Louis K.Pia. By H.E.Jackson. (SEAL)

Joan Corless. General Manager. Sales.

ATTEST:

ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Robert A.Ratcliffe.

and made oath that he saw the within named Atalie M.Marvin and Oscar Marvin sign, seal and as their act and Deed, deliver the within written instrument and that he with F.V.Daniel witnessed the execution thereof.

Sworn to before me this 9th day of April 1957. 19 Robert A.Ratcliffe.

Thomas M.Howell Jr. (L.S.)
Notary Public for S. C.

Seal Affixed. My commission expires at pleasure of Governor.

STATE OF NEW YORK
COUNTY OF NEW YORK.

Personally appeared before me Louis K.Pia

and made oath that he saw the within named H.E.Jackson. as General Manager Sales sign, seal and as His act and Deed, deliver the within written instrument and that he with Joan Corless witnessed the execution thereof.

Sworn to before me this 13th day of May 1957. 19 Louis K.Pia. (L.S.)

Jean E.Scroggy (L.S.)
Notary Public for S. C.
Notary Public for N.Y.

My commission expires March 30th 1958.

Seal Affixed.

Lease No.

BETWEEN

AND THE AMERICAN OIL CO.

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Exclusive Sales Agency Contract for 90 days

DATE June 17, 1957

TO: W. S. Connor, Walterboro, S. C., Broker
~~Georgia Licensed Real Estate Broker~~
~~Savannah, Chatham County, Georgia~~

In consideration of the sum of ~~One ($1)~~ Ten Dollar paid by the undersigned real estate broker, W. S. Connor, the receipt whereof is hereby acknowledged, and in further consideration of your agreement to advertise the property hereinafter described in such manner as you may deem advisable, and to endeavor to sell the property hereinafter described, the undersigned, being the owner thereof, gives you the exclusive right and authority, for a period of Three (3) months from the date of this instrument, subject to renewals as hereinafter set out, to sell for the sum of Forty-five ($45.00) net Dollars per acre,
~~Dollars~~

Colleton South Carolina

ALL that certain lot, tract or parcel of land situate, lying and being in the County of ~~Chatham~~ State of ~~Georgia~~ and known as: That tract of land in Stokes School District, Colleton County, State of South Carolina, containing (Brief description of property) seventy-seven (77) acres, more or less, bounded North by S. C. State Highway No. 64, and by lands of Doctor's Creek Cemetery, and of Farrell and others, and by the run of Doctor's Creek separating same from lands of Peurifoy; East by the run of Doctor's Creek separating same from lands of Holliday and of Bryan, and by lands of Farrell; South by lands of B. L. Ramsey, of Lamar M. Finley, and by Doctor's Creek Cemetery; and West by lands of Ramsey and of Lamar M. Finley, Doctor's Creek Cemetery & public road.

Insurance	
State and County	
Savannah Tax	
All Expenses	

In the event of a sale the undersigned agrees to deliver a good and marketable title to the purchaser by general warranty deed.

If the sale transaction involves an exchange of real estate, commissions shall be paid in respect to the property conveyed by each party to the other and notice of dual agency is hereby given and accepted by all parties hereto. Commissions on an exchange shall be calculated according to said schedule on the back hereof on the amount at which the property is taken in exchange according to the contracts between the parties, and if no amount is stipulated then according to the reasonable value thereof.

In the event a sale or exchange is made, or a purchaser procured therefor, by you, by the undersigned, or by any other person, at the price specified, or at any other price acceptable to the undersigned, during the life of this contract, or if sold or exchanged within three months after the termination of this contract, to any one, with whom you negotiated, during the life of this contract, and whose name you have given the undersigned, in writing prior to the termination of this contract, the undersigned agrees to pay you Agent's commission in accordance with the schedule printed on the reverse side hereof.

I agree to give you not less than ten days' notice in writing before the expiration of this agreement of my intention to withdraw said property from sale, or before the end of any renewal or renewals thereof, otherwise this agreement will be continued in force for an additional three (3) months from its expiration and every three (3) months thereafter until such notice is given.

I also agree that if a sale of the property is made, or a purchaser is procured, while this contract, or a renewal thereof, is in force, I will allow the purchaser at least thirty days for the examination of title even though the said thirty days may extend beyond the expiration of this contract. Should any legal defect be found in the title and the sale not be consummated within said thirty days seller shall be given a reasonable time thereafter within which to correct the same, however, in no event to exceed ninety days from the date of the sale contract; and you will be entitled to your commission whether the sale is consummated before or after the termination of this contract.

It is agreed that should some other licensed real estate broker furnish you with a customer who agrees to purchase the property through you, the division of the commission shall be in accordance with the usual custom among real estate brokers.

The undersigned grants you the exclusive For Sale sign privileges on said premises, and agrees to refer to you all inquiries of purchase which may be received during the continuance of this contract. Any deposit made, or forfeited, by the Purchaser, shall first apply to your commission, the balance, if any, shall belong to the undersigned.

Said proprety shall be sold subject to all valid restrictions of record; zoning ordinances affecting the same and existing rural contracts applicable Rules and Regulations of the Office of Price Administration.

This agency contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto.

The undersigned hereby accepts the above agency contract on the terms and conditions therein set forth.

Broker

J. H. Ramsey agt.
Owner

215 East 51st Street, Savannah, Ga.
Owner's Address

IN THE PRESENCE OF:
Georgia M. Ramsey
Mildred Grant
to owner

DEEDS

STATE OF GEORGIA)
COUNTY OF CHATHAM)

Personally appeared before me GEORGIA M. RAMSEY and made oath that he saw J.H. RAMSEY sign, seal, and as his act and deed deliver the within written Exclusive Sales Agency Contract, and that he with MILDRED GRANT witnessed the execution thereof.

SWORN to before me this 19th day of June, A. D. 1957.

Georgia M. Ramsey

Notary Public for Georgia (SEAL)

My commission expires: July 21, 1959

GEORGIA LICENSED REAL ESTATE BROKERS

Savannah, Chatham County, Georgia

SALES AGENCY CONTRACT

FROM

J. H. Ramsey

TO

W. S. Connor

Recorded this 8 day of July A. D. 1957 in Book 110 Page 172

A B Crosby
Clerk of Court
Collaton County, S. C.

Standard Form
GEORGIA LICENSED REAL ESTATE BROKERS

SALES COMMISSIONS AND RULES

All commissions must be based on total values of property, and not on equities or partial payments.

A. **In City Limits**
Improved or vacant property, charge 5% on total sales price.

B. **Property Beyond City Limits**
On all property beyond the City Limits, charge 10% on the first $2,500 and 5% on the excess over $2,500.

C. **Property Outside Chatham County**
Charges to be a matter of agreement between owner and agent.

D. **Subdivisions**
Charges to be a matter of contract, but generally all expense of surveying, developing, advertising etc., to be borne by owner.

E. **Exchanges**
On sales of a dual character, or exchange of properties, commissions are to be charged on both pieces, of property. Commissions are to be paid by each owner, based on the price stated in the exchange contract of each property, or actual value of each property.

F. **Minimum Charge**
$25.00 on each sale.

G. **Earnest Money**
To be held by Seller's Agent. If forfeited the earnest money shall be applied to agent's commission hereunder; the balance, if any, to be paid to the Seller to apply towards Seller's damages caused by Purchaser's default.

H. **Clearing Title**
The work involved in perfecting title belongs to the attorney of the seller, and should be performed by him.

I. **Commissions Earned**
The commission has been earned by the agent and is due and payable when the agent secures a purchaser who is accepted by the seller—signing of contract being prima facie evidence of consummation. Imperfections of title shall not invalidate commissions.

J. **Gross Price** 45.00 net
Figures given agents must be gross and obligate owner to pay regular commissions as prescribed above.

K. **Special Effort Property**
A charge of commission and a half may be made by agreement on any kind of property where more than usual effort or expense is required on the part of the agent.

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THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

COURT OF COMMON PLEAS

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TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, O. H. Rhodes Judge of Probate, Acting as Master in and for the County aforesaid, SEND GREETING:

WHEREAS, Corey Key

on about the 26th day of April in the year of our Lord nineteen hundred and fifty seven exhibited his complaint in the Court of Common Pleas, for the County aforesaid, against Mrs. Rosa H. Vern G. D. Varn Jr and Elizabeth Varn,

echange of title to

demanding judgment in relation to the real estate in Colleton County- hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 17th day of May, 195 7, and such proceedings were had therein as resulted in a decree of the said Court, whereby it was adjudged and decreed that the said interest of the minor infant Elizabeth Varn, in the real estate hereinafter mentioned and described be sold conveyed by O. H. Rhodes Judge of Probate, Acting as Master in and for the County aforesaid, on the terms and for the purpose mentioned in the said decree as by reference thereto on file in said Court, will appear; and the said Judge of Probate, Acting as Master having duly advertised the said real estate for sale by public outcry on [illegible] day of [illegible] in the year of our Lord nineteen hundred [illegible] did [illegible] according to the custom of sales, sell and dispose of the same unto

Corey Key in consideratiOn of exchange of Title and in accordanc with the terms of said decree.

[illegible]

774A

_____ Dollars,

being at that price the highest bidder therefor, NOW, THEREFORE, Know all men by these presents, that I, O. H. Rhodes Judge of Probate, Acting as Master in and for the County of Bamberg aforesaid, in consideration of the sum of exchange of title and under the terms of said decree

whereof is hereby acknowledged, HAVE GRANTED, bargained, sold and released, by these Presents, DO GRANT, bargain, sell and release unto the said Corey Key all the right title and interest the same being a one-third interest of Elizabeth Varn minor, in and to the following tracts of land to wit:

All that certain piece, parcel or tract of land containinf 1.495 acres, more or less, situate, lying and being on the north side of the Walterboro Highway, in the County of Colleton State of South Carolina, bounded on the North east and west by property of Corey Key, and on the South by the Walterboro Highway desiganted as Tract B on plat of land made for Key by W. H. Miley R. L. S. on February t, 1952, and recorded in the office of the Clerk of Court of Colleton County in Plat Book 7 at page 112.

ALSO

All that certain piece, parcel or tract of land containing 8.568 acres, more or less, and situate north of the said Walterboro Highway, and bounded on the north east and west by lands of Corey Key and on the south by the Walterboro Highway, designated as Tract C on plat of land made for Key by W. H. Miley R. L. S. on February 5, 1952, and recorded in the office of the Clerk of Court of Colleton County in plat Book 7 at page 112.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging; or in anywise incident or appertaining; and all the estate, right, title, claim, and interest whatsoever, of the parties to the cause aforesaid, and of each of them, in and to the same; and of all other persons rightfully claiming, from, under, or by these or any of them.

TO HAVE AND TO HOLD, all and singular, the premises, before mentioned, unto the said Corey Key his heirs, and assigns forever.

IN WITNESS WHEREOF, I, the said Judge of Probate, acting as Master in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this 3rd day of July in the year of our Lord nineteen hundred and fifty seven eighty first and in the one hundred and year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

O. H. Rhodes (SEAL)
Judge of Probate, Acting as Master for Colleton County.
(SEAL AFFIXED)

P. E. Beach

Margaret S. Kinard

THE STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY APPEARED P. E. Beach

and made oath that he saw the within-named O. H. Rhodes Judge of Probate, Acting as Master for Colleton County, sign, seal, and as his act and deed deliver the within Deed; and that he, with Marguerite S. Kinard, witnessed the execution thereof.

Sworn to before me, this 3rd day of July 1957, 195

P. E. Beach

Marguerite S. Kinard
Notary Public for South Carolina.

THE STATE OF SOUTH CAROLINA,
COUNTY OF BAMBERG.

Judge of Probate acting Master

TO

TITLE TO REAL ESTATE

Filed _____ day

of _____, A. D. 195__,

and recorded in book _____

Page _____ Fee, $_____

Register of Mesne Conveyance,
Bamberg County, S. C.

Recorded this _____ day

of _____, 195__,

in book _____ Page _____

Fee, $_____

Auditor _____ County, S. C.

The R. L. Bryan Company, Columbia, S. C. 29578

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BOOK 110

176

COMMODITY CREDIT CORPORATION
Form 297 (7-1-52)
(Revised 10-11-55)

:State :County
:South Carolina Colleton
:Serial No.
: 56-015-8

U. S. DEPARTMENT OF AGRICULTURE
COMMODITY STABILIZATION SERVICE
COMMODITY CREDIT CORPORATION

SEVERANCE AGREEMENT

WHEREAS, John C. Phillips (Name of Borrower) of P. O. Box 27, Smoaks, S. C. (Address)

County of Colleton, State of South Carolina hereinafter called the "Borrower" has applied to the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures, to-wit:

Type	Kind (Wood, steel, etc.)	Capacity (Bushels or Tons)
2 Circular Butler Bins with #1 Fan and Ducts	Steel	1000

On the following described real estate situated in the County of Colleton State of South Carolina:

All that piece, parcel, or lot of land situated in Warren Township and bounded as follows: On the North of the run of Buckhead Swamp, on the East by lands of J. H. Hudson, on the South by lands of Willie Kinsey, on the West by State Highway 217.

AND WHEREAS, the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure;

NOW, THEREFORE, the parties hereto do covenant and agree that such structures and equipment:

1. Shall remain severed from said real estate, and,

2. Even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,

3. Shall not be subject to the lien of any security transaction or instrument heretofore or hereafter rising against the structure or realty on which it is placed, until,

   (A) The expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,

   (B) Until repayment of said loan.

4. It is further agreed and understood by the parties hereto that in the event the storage facilities described above are acquired by Commodity Credit Corporation through foreclosure of the security instrument given in connection with this loan, or acquired through other means, such facilities shall, at the option of Commodity Credit Corporation, remain on the above-described property for a period not to exceed six months at no expense to Commodity Credit Corporation.

(Over) 8-22-57

DEEDS

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John C. Phillips (SEAL)
Signature of Borrower

Date Aug 12, 1957

Ms. Arretha Phillips (SEAL)
Signature of Borrower's Spouse

Date Aug 12, 1957

THE FEDERAL LAND BANK OF COLUMBIA
BY: [signature] (SEAL)
(Owner or Lienholder) J. H. Dowe, Jr., Treasurer

ATTEST: W. O. McGibony
W. O. McGibony, Assistant Secretary

(SEAL)
(Owner or Lienholder)

Date August 15, 1957

WITNESS:

Rosemary S. Stuck
(Witness)

Jessie B. Crosby
(Witness)

WITNESS:

A H Chappell A. H. Chappell
(Witness)

Mary C. Sutherland Mary C. Sutherland
(Witness)

PROBATE CERTIFICATE FOR INDIVIDUALS

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

Before me, Jessie B. Crosby, Notary Public of South Carolina, personally appeared Rosemary S. Stuck and made oath that s he ___ saw the within named John C. Phillips sign, seal and, as his act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that she ___, with Jessie B. Crosby witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this)
12 day of August, 1957.)

Jessie B. Crosby
Notary Public of South Carolina

Rosemary S. Stuck
(Witness)

(SEAL)

My Commission expires at pleasure of Governor.

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

Before me, Jessie B. Crosby, Notary Public of South Carolina, personally appeared Rosemary S. Stuck and made oath that s he ___ saw the within named Arretha Phillips sign, seal and, as her act and deed, deliver the within instrument for the uses and purposes herein mentioned, and that she ___, with Jessie B. Crosby witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this)
12 day of August, 1957)

Jessie B. Crosby
Notary Public of South Carolina

Rosemary S. Stuck
(Witness)

(SEAL)

My Commission expires at pleasure of Governor.

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PROBATE CERTIFICATE FOR CORPORATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

PERSONALLY appeared before me A. H. Chappell and made oath that he saw the within named J. E. Dowe, Jr., as Treasurer of the within named THE FEDERAL LAND BANK OF COLUMBIA sign, seal and deliver as act and deed the within named instrument; and that he saw W. O. McCibony as Assistant Secretary of the within named THE FEDERAL LAND BANK OF COLUMBIA attest and affix the Corporate Seal and as the act and deed of the FEDERAL LAND BANK OF COLUMBIA deliver the within named instrument; and that he with Mary C. Sutherland witnessed the execution thereof.

SWORN to before me this 15 day of August, 19 57. A H Chappell
A. H. Chappell

Mary C. Sutherland
Notary Public of South Carolina
Mary C. Sutherland

(SEAL)

My Commission expires at pleasure of Governor.

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA)
)
COUNTY OF Colleton)

I, Jessie B Crosby, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Cristina Phillips, the wife of the within named John L Phillips, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Commodity Credit Corp. and its assigns all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 12 day of August, 1952.

Jessie B Crosby
Notary Public of South Carolina

Mrs. Cristina Phillips
(Signature of wife)

(SEAL)

My Commission expires at pleasure of Governor.

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Power of Attorney--Con't p.2

my own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives and assigns, whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney; and whether or not I, the granter of this instrument, shall have been reported or listed, either officially or otherwise as "missing in action" as that phase is used in military parlance, it being the intendment hereof that such status designation shall not bar my attorney from fully and completely exercising and continuing to exercise any and all powers and rights herein granted, and that such report of "missing in action" shall neither constitute nor be interpreted as constituting notice of my death nor operate to revoke this instrument.

The terms "estate", "affairs", and "property", as used herein include and shall include at all times and places and under all conditions, real, personal and mixed property of every kind and description whatsoever situated, and all buildings, structures, improvements, fixtures, vehicles, appliances, accessories, furnishings, equipment, choses in action, equities, priorities, permits, rations, quotas, rights of way, mineral and oil rights, water rights, easements, licenses, future interests, reversions, remainders, and all other kinds of property or property rights whatsoever, and every interest, title, equity, tenement, hereditament, appurtenance, right, claim, demand or action therein and thereto appertaining, and whether said property or property rights be tangible or intangible, jointly or severally owned, or now or hereafter acquired.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August 1957.

John Franklin (LS)

(Witnesses): (Addresses):

T. R. Carter CWO USA — Hq 5th AAA Bn APO 633

John Keerle US55561663 — Hq 5th AAA Bn APO 633

James P. Pyo Jr RA12487926 — Hq 5th AAA Bn APO 633

WITH THE US ARMED FORCES IN EUROPE)
APO 633, NEW YORK, N.Y.)ss

I, THEODORE R. ZIMMERMAN, do hereby certify that I am an officer of the Army of the United States on active duty in Federal Service; that I am now commissioned as an officer serving in such capacity I have the general powers of a notary public under the provisions of the Act of 5 May 1950 (64 Stat 108, Art 136); that M/SGT JOHN FRANKLIN, known to me to be a person subject to military law as defined in the Act of 5 May 1950 (64 Stat 108, Art 2), and known to me to be the person described in and who executed the aforegoing instrument, dated 28 August 1957, and herein above contained, appeared before me this day and being duly sworn, acknowledged that he had signed and executed said instrument after the contents had been read and duly explained to him and acknowledged that the execution of said instrument by him was a completely free and voluntary act and deed for uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of August 1957.

Theodore R. Zimmerman

THEODORE R. ZIMMERMAN
Captain Artillery
Adjutant

(INCL 4) Recorded 9/5/57

DEEDS

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, JOHN FRANKLIN, a legal resident of the State of South Carolina, now serving overseas with the Armed Forces of the United States as a Master Sergeant US Army, have made, constituted and appointed and by these presents do make, constitute and appoint RUTH FRANKLIN, presently residing in S. Carolina, my true and lawful attorney to act for me and in my name, place and stead, in all particulars for the following purposes and for these purposes only, that is to say:

FIRST: To buy, receive, lease, accept, or otherwise acquire, to sell, convey, mortgage, hypothecate, pledge, quit claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of; any property whatsoever, or any custody, interest, possession, or right therein, upon such terms, considerations and conditions as my said attorney shall think proper;

SECOND: To take, hold, possess, invest, lease, let or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of such property by all lawful means and to maintain, protect, preserve, insure, renew, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof;

THIRD: To make, do and transact all and every kind of business of any nature and kind whatsoever, including the receipt, recovery and collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes and obligations or any rebate, refund or discount thereon, which may now or hereafter be due, owing or payable by me or to me;

FOURTH: To make, indorse, accept, receive, sign, seal, execute, acknowledge and deliver deeds, assignments, agreements, certificates, hypothecations, checks, vouchers, notes, receipts and such other instruments in writing of whatever kind and nature as may be necessarily convenient, or proper in the premises;

FIFTH: To deposit and withdraw for the purposes hereof, in either my said attorney's name or jointly in both our names, in or from any banking institution, any funds, negotiable paper or moneys, which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to;

SIXTH: To institute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

SEVENTH: To execute and deliver vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States, including but not restricted to allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law and Army Regulations;

EIGHTH: To receive, indorse and collect checks payable to the order of the undersigned drawn on the Treasurer or other fiscal officer or depositary of the United Sates, or any sovereign state or authority, or any political sub-division or instrumentality thereof;

NINTH: To prepare, execute, and file income and other tax returns and other governmental reports, applications, requests and documents;

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in

Bk 110 180

TIMBER CUTTING AGREEMENT

THIS INDENTURE, made as of this 18th day of November, 1957, between WILLIAMS FURNITURE CORPORATION, party of the first part (hereinafter called "Williams"), and SOUTHERN COATINGS AND CHEMICAL COMPANY, party of the second part (hereinafter called "Southern"),

WITNESSETH:

1. That Williams, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, paid by Southern to Williams, the receipt whereof is hereby acknowledged, has granted to Southern, its successors and assigns, the license, right, privilege, and power to enter upon lands of the party of the first part located in Berkeley, Charleston, Colleton, Dillon, Florence, Georgetown, Marlboro, Orangeburg, and Williamsburg Counties, South Carolina, listed and described in Exhibit A of the mortgage referred to in paragraph 3 hereof, for the purpose of conducting timber and forestry operations on said lands and cutting and removing from said lands all timber now or hereafter to be grown or growing thereon, for and during a term beginning November 18, 1957, and ending March 1, 1982, under and subject to the terms, provisions, conditions, restrictions, licenses, and limitations stated in that certain agreement in writing between the parties hereto, dated as of November 18, 1957 (hereinafter called "Timber Purchase Agreement"), and subject further to the mortgage referred to in paragraph 3 hereof.

2. Reference is hereby made to the Timber Purchase Agreement for a full and complete statement of the covenants, conditions, terms and provisions to be kept, observed and performed by Southern, and of the conditions under which the rights, powers, privileges and licenses hereby granted may be terminated, and, by such reference, all of the conditions, terms and provisions of the said Timber Purchase Agreement in any way relating or applicable to this grant are intended to be, and shall for all purposes be deemed to have been, incorporated herein as fully as though herein set forth at length.

For assignment, see Page 182.

Recorded Nov 19 1957

180A

3. Reference is hereby made to Exhibit A of a certain mortgage of even date herewith in the amount of $2,800,000 executed by party of the first part to The Equitable Life Assurance Society of the United States, and recorded or intended to be recorded simultaneously herewith in the public records of the counties aforementioned in paragraph 1 hereof, for a more particular description of the land in said counties which is subject to the Timber Purchase Agreement and this Timber Cutting Agreement. Said Exhibit A of said mortgage is incorporated herein by this reference and made a part hereof as fully as though herein set forth at length.

4. This agreement may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their respective corporate seals to be hereunto affixed and attested by their proper officers, as of the day and year first above written.

WILLIAMS FURNITURE CORPORATION,
Party of the first part.

By Julian T. Burton

Attest:

W. E. Covington

Signed, sealed, and delivered in the presence of:

John D. Lee, Jr

John D. Lee

Corporate Seal affixed

180B

SOUTHERN COATINGS AND CHEMICAL COMPANY,
Party of the second part.

By Thomas H. Bruce

Attest:

W. E. Covington

Signed, sealed, and delivered in presence of:

John D. Lee, Jr

John D. Lee

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER } ss.

Personally appeared before me John D Lee, who, on oath, says that he saw the within named Williams Furniture Corporation, by Julian T. Buxton, its President, sign the within Indenture, and W. E. Covington, its Secretary, attest the same, and the said corporation, by said officers, seal said indenture, and, as its act and deed, deliver the same, and that he with John D Lee witnessed the execution thereof.

John D. Lee

Sworn to and Subscribed before me
this 18th day of November, 1957.

John D. Lee, Jr.
Notary Public for South Carolina
(Notarial Seal)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER } ss.

Personally appeared before me John D Lee, who, on oath, says that he saw the within named Southern Coatings and Chemical Company, by T. H. Brice, its President, sign the within Indenture, and W. E. Covington, its Secretary, attest the same, and the said company, by said officers, seal said indenture, and, as its act and deed, deliver the same, and that he with John D Lee witnessed the execution thereof.

John D. Lee

Sworn to and Subscribed before me
this 18th day of November, 1957.

John D. Lee, Jr.
Notary Public for South Carolina
(Notarial Seal)

Book 110

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ASSIGNMENT

THIS ASSIGNMENT, made as of this 18th day of November, 1957, by WILLIAMS FURNITURE CORPORATION, a South Carolina corporation (hereinafter referred to as "Assignor"), to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation (hereinafter referred to as "Assignee"),

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars and other valuable consideration, paid by Assignee to Assignor, the receipt whereof is hereby acknowledged, Assignor by these presents hereby grants, transfers, and assigns to Assignee all the right, title, and interest of Assignor in and to that certain Timber Cutting Agreement of even date herewith between Assignor and SOUTHERN COATINGS AND CHEMICAL COMPANY, a South Carolina corporation (hereinafter referred to as "Southern"), and recorded, or intended to be recorded, simultaneously herewith in the Counties of Berkeley, Charleston, Colleton, Dillon, Florence, Georgetown, Marlboro, Orangeburg, and Williamsburg, State of South Carolina, and pertaining to the lands described in Exhibit A of the mortgage referred to in paragraph 3 hereof. Assignor also assigns to Assignee all of the right, title, and interest of Assignor in and to that certain Timber Purchase Agreement referred to in said Timber Cutting Agreement.

2. This assignment shall be subject to the terms and provisions stated in that certain agreement in writing of even date herewith between Assignor, Assignee, and Southern, and entitled, "Tripartite Agreement of Assignment and Consent" (hereinafter referred to as "Tripartite Agreement"). Reference is hereby made to the Tripartite Agreement for a full and complete statement of the terms and conditions of this assignment, and, by such reference, all of the terms and provisions of the Tripartite Agreement in any way relating or applicable to this assignment are intended to be, and shall for all purposes be deemed to have been, incorporated herein as fully as though herein set forth at length.

For Satisfaction see page 183 this book.

Recorded Nov 19 1957

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3. Reference is hereby made to Exhibit A of a certain mortgage of even date herewith in the amount of $2,800,000 executed by party of the first part to The Equitable Life Assurance Society of the United States, and recorded or intended to be recorded simultaneously herewith in the public records of the counties aforementioned in paragraph 1 hereof, for a more particular description of the land in said counties which is subject to the Timber Cutting Agreement and this assignment. Said Exhibit A of said mortgage is incorporated herein by this reference and made a part hereof as fully as though herein set forth at length.

4. This agreement may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Assignor acting by and through JULIAN T. BUXTON, its President, has hereunto set its name and caused its corporate seal to be hereunto affixed and attested by W. E. COVINGTON, its Secretary, both of whom are thereunto duly authorized, as of the day, month and year first above written.

WILLIAMS FURNITURE CORPORATION

[CORPORATE SEAL OF WILLIAMS FURNITURE CORPORATION]

By Julian T. Buxton
President

Attested:

W. E. Covington
Secretary

Corporate Seal affixed

Signed, sealed and delivered in presence of:

John D. Lee Jr.

John D. Lee

182 B

STATE OF SOUTH CAROLINA }
COUNTY OF SUMTER } SS.:

Personally appeared before me John D Lee, who, on oath, says that he saw the within named Williams Furniture Corporation, by Julian T. Buxton, its President, sign the within assignment, and W. E. Covington, its Secretary, attest the same, and the said corporation, by said officers, seal said assignment, and, as its act and deed, deliver the same, and that he with John D Lee, Jr witnessed the execution thereof.

John D. Lee

Sworn to and Subscribed before me
this 15th day of November, 1957.

John D. Lee Jr.
Notary Public for South Carolina
(Notarial Seal)

DEEDS

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T 123377

Dated May 21st, 1963.

The debt hereby secured is paid in full and the within assignment is hereby satisfied.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES
(Corporate seal affixed)

In the presence of:

Ida Welsh

Lillian Wreath

By: Eli Ferguson - Vice President

Grace W. Jordis - Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, Ida Welsh and made oath that she was present and saw THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES by Eli Ferguson its Vice President and Grace W. Jordis its Assistant Secretary sign, seal and as its Act and Deed deliver the within written satisfaction and that she with Lillian Wreath witnessed the execution thereof.

Ida Welsh

Maria O'Neill - Seal affixed
Notary Public, State of New York
Qualified in Kings County No. 24-2465950
Cert. filed New York County Clerk Office
Commission expires March 30, 1965.

Recorded June 28, 1963. 9 A. M.

BOOK 110

These pages are numbered 184-201. The previous insert was 184 + 185. This has been replaced according to Order of Judge Brown, Jr. C/A #84 CP 193-119

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For Microfilm Copy of Order for Judgment see Deed Book 290 Page 261

Re-recorded VOL. 279 PAGE 9

For microfilm copy of this see Deed Book 279 Page 9

UNITED STATES OF AMERICA

THIS INDENTURE, made and entered into as of the 1st day of July, 1957, by and between R. A. DURHAM of Colleton County, South Carolina, hereinafter referred to as "Seller" and UNION BAG-CAMP PAPER CORPORATION, a corporation of Virginia, domesticated in Georgia, with an office and place of business in Chatham County, Georgia, hereinafter referred to as "Union Bag" and/or "Buyer".

WITNESSETH:

PART I, AS TO AN AGREEMENT FOR THE SALE OF TREES AND TIMBER

That Seller for and in consideration of the sum of TEN DOLLARS ($10.00), receipt whereof is hereby acknowledged, the payments hereinafter agreed to be made and the performance of the covenants hereinafter contained, hereby grants to Union Bag the right to enter upon those pieces, parcels and tracts of land situated in the County of Colleton and State of South Carolina, described as follows, to-wit:

All those certain forty-five pieces, parcels or tracts of land situate, lying and being near Canady's Crossroad, in Smoaks, Island Creek, Red Bank and Horse Pen School Districts, Colleton County, South Carolina, measuring and containing in the whole five thousand two hundred seventy-one and three-tenths (5,271.3) acres, more or less, being delineated on a plat compiled by S. S. Snook, Registered Land Surveyor, on 1 February 1957, which said plat is recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 220, and measuring and bounding as follows:

TRACT A. Being composed of Tracts Nos. 1 through and including 20 on said plat, and being bounded as follows: On the North by lands of B. Robinson and the Estate of J. D. Connor; on the Northeast by State Highway No. 61, on the Northeast and East by lands of the Estate of Levi Salley, Mrs. Amanda Steedly, A. M. Steedly, Steadmire, Mrs. Mattie Spell, H. C. Hucks, N. M. Spell, Mrs. Mattie Spell, E. W. Snider, State Highway No. 217, lands of the Estate of A. J. Daniels, B. M. Utsey, Leon Spell, P. W. Spell, O. C. Craven and Jim Hodges, on the South by lands of Boyd Kinsey and Lightsey Brothers, on the South, Southwest and West by lands of Lightsey Brothers, West Virginia Pulp and Paper Company, Estate of Sallie Daniels and Henderson, on the West by lands of Elvira Stephens and Thomas, on the South by State Highway No. 217 and lands of T. D. Smoak, and on the West by lands now or formerly of J. C. Thomas, Pomeroy Drain, et al., and a county road. Being the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) Deed of N. P. Smoak, dated 5 September 1941, Book 81, page 259.
(2) Deed of Joe C. Thomas, dated ____ May 1940, Book 78, page 673.
(3) Deed of I. A. Smoak, Judge of Probate, dated 15 March 1941, Book 80, page 193.

RECORDED December 1953 - 1 pm.
Emily N. Baggett
R.M.C. COLLETON COUNTY

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(4) Deed of S. Kate Fralix, dated 29 September 1941, Book 81, page 491.
(5) Deed of N. E. Spell, dated 11 May 1940, Book 78, page 714.
(6) Tracts Nos. 5, 6, 8, 9 and 12, in Deed of Colleton Naval Stores Company, dated 3 January 1941, Book 79, page 555.
(7) Deed of R. M. Jefferies, dated 10 December 1937, Book 74, page 509, LESS a one (1) acre tract conveyed by R. A. Durham to Elen Williams Snider by deed dated 21 February 1955, Book 115, page 394.
(8) Deed of Norman E. Spell and Norman E. Spell, Jr., dated 28 January 1956, Book 117, page 361.
(9) Deed of F. W. Richer, dated 10 March 1945, Book 89, page 506, Less a tract of three and six-tenths (3.6) acres conveyed by R. A. Durham to Mellie Salley by deed dated 28 February 1946, Book 95, page 311.
(10) Deed of Mattie W. Spell, dated 24 February 1955, Book 115, page 438.
(11) Deed of Ellen Williams Snider, dated 26 February 1955, Book 115, page 393.
(12) Deed of Charlie Hodges, dated 13 March 1953, Book 111, page 494.
(13) Deed of Annie Lee Wilson Black, dated 7 July 1941, Book 81, page 81.

TRACT B. Being composed of Tracts Nos. 21 and 22 on said plat, and being bounded as follows: On the Northeast by State Highway No. 61, on the Southeast by lands of Sampson Salley, on the South by lands of Col. E. V. Perry, on the West by lands of the Estate of Chloe Hodges and on the Northwest by lands of Eve Lewis. Being those lands conveyed to R. A. Durham as Tract No. 7 in deed of Colleton Naval Stores Company, dated 3 January 1941, recorded in Book 79, page 555, in the Office of the Clerk of Court for Colleton County and a portion of those lands conveyed to R. A. Durham by deed of Josephine J. Raysor, dated 23 September 1936, recorded in Book 72, page 549, in said Office.

TRACT C. Being Tract No. 23 on said plat, and being bounded as follows: On the Northeast by the Edisto River, on the East and Southeast by lands of Corder, on the Southwest by State Highway No. 61 and lots in Springtown, and on the Northwest by lands of Isaiah Simmons and Jeff Simmons. Being the remaining portion of those lands conveyed to R. A. Durham by the deed of Josephine J. Raysor aforesaid.

TRACT D. Being Tract No. 24 on said plat, and being bounded on the Northeast by the Edisto River and by lands of W. Earl Durham and C. T. Durham, on the Southeast by lands of Suter, R. K. Tippins, Julia Ann, Tillman Williams, E. L. Williams and Bertha H. Murray, on the Southwest by lands of W. H. Varn, Minus Allen and West Virginia Pulp and Paper Company, on the West and Northwest by lands of Mary Hodges, estate of Callie Daniels, Josephine Black, Mark Allen, Sampson Salley and Lightsey Brothers. Being a portion of the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) Tracts Nos. 5 through 11 in deed of I. A. Smoak, Judge of Probate, dated 13 January 1934, Book 68, page 461, and Tracts Nos. 4 through 10 in deed of Elizabeth V. Wilder, et al., dated 8 January 1934, Book 68, page 452.

(2) Deed of Ethel E. Antley, et al., dated 10 January 1946, Book 92, page 219, and deed of H. L. Antley, dated 10 January 1946, Book 92, page 220.

(3) Deed of Laura Daniels, dated 2 January 1935, Book 73, page 201.

(4) Deed of Sarah D. Small, dated 7 December 1946, Book 95, page 490.

(5) Tract No. 11 in deed of Colleton Naval Stores Company, dated 3 January 1941, Book 79, page 555.

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TRACT E. Being Tracts Nos. 25, 26 and 27 on said plat, and being bounded on the Northeast by lands of Mary Hodges, on the Southeast by lands of William Salley, on the Southwest by lands of Minnie Fox and on the Northwest by lands of Sampson Salley. Being the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) Tracts Nos. 14 and 15 in deed of Colleton Naval Stores Company, dated 3 January 1941, Book 79, page 555.

(2) The last described tract in deed of L. S. Mitchell, dated 24 November 1941, Book 82, page 25.

TRACT F. Being Tract No. 28 on said plat being triangular in shape and being bounded on the Southeast by lands of West Virginia Pulp and Paper Company, on the Southwest by lands of Noah Hodges, and on the Northwest by lands of William Salley. Being the second described tract in that deed of Forfeited Land Commission to R. A. Durham, dated 5 October 1940, recorded in Book 79, page 283, in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT G. Being Tracts Nos. 29, 30, 32, 33 and 34 on said plat and being bounded on the Northeast by lands of Estate of John Hodges, Emma Salley, West Virginia Pulp and Paper Company and the estate of W. W. Strickland, on the Southeast by lands of W. H. Varn, on the South by lands of W. H. Varn, Josh Samuel, and the Estate of Summers, and on the West by lands of Lightsey Brothers. Being the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) The first two described tracts in deed of L. S. Mitchell, dated 24 November 1941, Book 82, page 25.

(2) Tract No. 2 in deed of C. B. Simons, dated 15 April 1952, Book 108, page 530.

(3) Deed of E. E. Jones, dated 15 February 1946, Book 92, page 267.

(4) Deed of S. S. Snook, dated 18 July 1942, Book 83, page 170.

(5) Tract No. 10 in deed of Colleton Naval Stores Company, dated 3 January 1941, Book 79, page 555.

TRACT H. Being Tract No. 31 on said plat, and being bounded on the North by lands of the Estate of Summers, on the East by lands of Josh Samuel, on the South by lands of Josh Samuel and the Estate of Jessie Stephens, and on the West by lands of Lightsey Brothers. Being the same lands conveyed as Tract No. 1 in that deed of C. B. Simons, dated 15 April 1952, recorded in Book 108, page 530, in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT I. Being Tract No. 35 on said plat, and being bounded on the North by lands of Minnie Fox, on the Southeast by lands of Charles Salley, on the South by lands of Lucy Salley and on the West by lands of W. H. Varn. Being the same lands conveyed to R. A. Durham by deed of J. W. Thomas, dated 1 August 1941, recorded in Book 81, page 166, in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT J. Being Tract No. 36 on said plat and being bounded on the Northeast by lands of W. H. Varn, on the Southeast by lands of the Estate of W. W. Strickland, on the Southwest by lands of W. H. Varn, and on the Northwest by lands of W. H. Varn. Being the same lands conveyed to R. A. Durham by deed of Forfeited Land Commission, dated 30 January 1940, recorded in Book 78, page 109, in the Office of the Clerk of Court for Colleton County, South Carolina.

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TRACT K. Being Tract No. 37 on said plat and being bounded on the Northeast by lands of West Virginia Pulp and Paper Company, on the Southeast by a road separating the same from lands of West Virginia Pulp and Paper Company, on the South by a branch separating the same from lands of Calvin Crosby, on the Southwest by lands of Calvin Crosby, and on the Northwest by lands of Lightsey Brothers. Being the same lands conveyed to R. A. Durham as Tracts Nos. 3 and 4 in that deed of Colleton Naval Stores Company, dated 3 January 1941, recorded in Book 79, page 555, in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT L. Being Tracts Nos. 38, 39 and 40 on said plat and being bounded on the North by lands of Crosby Brothers and W. H. Varn, on the East and Southeast by lands of W. H. Varn and E. W. Fender, and on the Southwest and West by lands of West Virginia Pulp and Paper Company. Being the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) Deed of Lee O. Drawdy, dated 28 September 1946, Book 94, page 472.

(2) Deed of Mrs. Shellie Crosby, dated 19 January 1945, Book 89, page 163.

TRACT M. Being Tracts Nos. 41 and 42 on said plat and being bounded on the North by lands of W. H. Varn, on the Northeast and East by lands of Newton Strickland, and on the South and West by lands of E. W. Fender. Being the same lands conveyed to R. A. Durham by deed of Lucy Drawdy, et al., dated 6 April 1946, recorded in Book 93, page 42, in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT N. Being Tracts Nos. 43, 44 and 45 on said plat and being bounded on the Northeast by lands of the Estate of Strickland, the Estate of Calley and Henry Wilson, on the Southeast by lands of the Estate of W. W. Strickland, on the South by lands of Thomas Fender, and on the Southwest and West by lands of Mrs. Kizzie Risner, Lee Drawdy, and Newton Strickland. Being the same lands conveyed to R. A. Durham by deeds of the following grantors, all recorded in the Office of the Clerk of Court for Colleton County, South Carolina, as follows:

(1) Deeds of Rufus Crosby dated 11 April 1950, Book 104, page 113, and dated 6 April 1951, Book 106, page 450.

(2) Deed of C. A. Peurifoy, et al., dated 3 March 1941, Book 80, page 169.

(3) Tracts Nos. 1 and 2 in deed of Colleton Naval Stores Company, dated 3 January 1941, Book 79, page 555.

The said lands as above described are estimated to contain approximately 5,271.3 acres.

And beginning on July 1, 1958, subject to the provisions of this agreement, cut and remove therefrom annually in each and every year during the remaining term of this agreement such of the trees and timber as may be selected by it as to be theequivalent of 5798.43 standard cords of wood (consisting of 128 cubic feet, stacked volume, computed on the basis of 1.10 cords per acre upon an estimated acreage of 5271.3 acres) from and all of the trees and timber of every kind, variety and species which during the term of this agreement shall measure 5.6 inches or more in diameter, outside bark to outside bark, 6 inches

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above the average soil line at the base of each tree, at time of cutting, now or hereafter standing, growing or being upon the aforesaid premises, subject to the terms, covenants and conditions herein contained.

In addition to the rights to cut and remove the equivalent of 5790.43 cords per year as herein provided, Union Bag shall have the right to cut and remove from said lands at any time from the date hereof and during the term of this agreement an additional quantity of such trees and timber as to be equivalent to 21,085.2 cords of wood (computed on the basis of 4.00 cords per acre upon an estimated acreage of 5271.3 acres) provided it is not then in default hereunder.

1. The term of this agreement shall be for and during the full period of Thirty (30) years beginning with the 1st day of July, 1957, and ending on the 1st day of July, 1987.

2. (a) Promptly in advance on the 1st day of July, 1958, and on the 1st day of July of each and every year thereafter during the term hereof, Union Bag agrees to pay to Seller the sum of $17,395.29, representing the purchase price at the rate of $3.00 per cord (computed upon the basis of 1.10 cords per acre upon an estimated acreage of 5271.3 acres) for the quantity of trees and timber herein agreed to be purchased in each of said years and which payment shall be made, except as hereinafter provided, without regard to whether Union Bag has cut and removed all of the trees and timber purchased under the terms of this agreement by it in the preceding year or years.

(b) Union Bag has this day paid to Seller the sum of $105,426.00, receipt of which is hereby acknowledged as the consideration for the rights herein granted to cut and remove the equivalent of 21,085.2 cords of wood (the same being computed on the basis of four (4) cords per acre upon an estimated acreage of 5271.3 acres and at $5.00 per cord) at any time from the date hereof and during the period of this agreement in addition to the annual removals as hereinbefore set forth.

(c) The quantity of trees and timber initially sold and purchased and that which is to be sold annually and purchased hereunder has been based upon an estimate that the lands subject to this agreement contains 5271.3 acres and such quantities are subject to change as hereinafter provided.

(d) Union Bag shall promptly and at its own expense cause a survey to be made of said lands and premises together with the reserved and excluded areas under the direction of a Registered Surveyor of its selection for the

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purpose of locating the boundaries of said lands and the ascertainment of the exact acreage thereof subject to this agreement. The survey as thus conducted shall include the placement of concrete monuments at the principal corners of said lands and premises.

Upon the completion of such survey, Seller shall be furnished with three copies of the map or plat of survey and should the Seller be dissatisfied with the results thereof, Seller may at Seller's option and own expense have a survey made thereof by Surveyor of Seller's choice and any discrepancy which may result between the two shall be settled by the reference of such discrepancy to an independent surveyor to be selected and appointed by agreement between the surveyors of the respective parties with the parties equally sharing the expense thereof.

Upon the ascertainment of the exact acreage of said lands subject to this agreement, the quantity of trees and timber initially sold and purchased and that which is to be sold and purchased annually under this agreement shall be proportionately revised upon the basis of 4.00 cords per acre initially sold and purchased at the rate of $5.00 per cord and 1.10 cords per acre to be sold and purchased annually at the rate of $3.00 per cord and an appropriate adjustment shall be made, in cash, between the parties as to the initial quantity sold and purchased and the annual quantities thereafter sold and purchased upon the basis of said rates. The survey as finally determined together with the exact quantities of trees and timber as sold and purchased and to be sold and purchased hereunder shall be made a part hereof by an appropriate instrument supplementary hereto.

(c) It is mutually agreed between the parties that should either the Buyer or Seller be unable to perform their respective obligations as to the quantity of trees and timber to be purchased and sold hereunder by reason of the happening of any of the following events, viz:

(1) The damage to or destruction of more than 15% of the standing trees and timber, including the felling thereof, as a result of any catastrophe in the nature of an Act of God or vis major such as tornado, hurricane, storm or earthquake, or by war, or by act of the public enemy, or by reason of any tree disease, blight, insect or similar infection of timber beyond the control of Union Bag;

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(2) War;

(3) Acts of the public enemy;

(4) Labor strikes on the part of work forces engaged in the cutting and removal of the trees and timber, continuously in effect for more than 3 years;

(5) Restrictions or Prohibitions of the State or Federal Governments or any of their respective agencies, continuously in effect for more than 3 years;

(6) The failure of, or the condemnation of, the title to or use of said lands or any part thereof or the trees and timber thereon;

(7) The exploration for, or the mining, drilling or production of oil, gas and minerals and the operations incident thereto;

Such party shall be relieved to the extent and for the time only in which such event or events shall prevent the performance of the respective obligations and the quantity of trees and timber to be sold and purchased annually shall be reduced in the same proportion and for the same length of time that such event or events continue operative to reduce the quantity which may have otherwise been cut and removed under the terms hereof.

Provided, nevertheless, that upon the happening of any such event or events under circumstances which permit the salvage of such trees and timber as may be affected thereby, Union Bag, in accordance with sound forestry practices, shall proceed therewith and account to the Seller therefor for all trees salvaged and sold or used upon the basis of the per cord price herein provided for the annual cutting rights, first crediting the proceeds against any cumulative quantity of trees and timber to which it may then be entitled.

FIRE DAMAGE - In the event of damage by fire or by other cause to the trees and timber on the said lands under circumstances whereby there exists a right of recovery against a third party, any claim or action for such loss may be brought in the name of Seller by Buyer or jointly and any recovery or amount received in settlement thereof shall be apportioned between the parties by mutual agreement and as their interest may appear. In the event of a dispute as to the proper apportionment, the same shall be referred to arbitration as hereinafter provided.

(f) It is expressly agreed and understood that Union Bag shall have the right from time to time, at its option, to anticipate and cumulatively cut

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and remove the quantity of trees and timber which would otherwise accrue to it under the terms hereof for a period of up to two years next ensuing the calendar year in which it elects to exercise said option; provided (1) That at said time, Union Bag be not in default under any provision of this agreement; (2) That Union Bag gives written notice to Seller of its election to exercise said option; and (3) Union Bag pays to Seller, in advance of the actual cutting and removal, the full annual payments which would otherwise be due in respect of the year or years in which such cutting rights would accrue.

The Provisions of this sub-paragraph are not intended, and shall not be construed, as conferring upon Union Bag the right to cut and remove any greater quantity of trees and timber from said lands over the entire period of this agreement than if the same were not included herein.

(g) The title to the trees and timber herein agreed to be sold and purchased shall not pass from Seller to Union Bag until and only when actually severed from the land.

(h) Union Bag agrees to make an annual report to Seller of its tree and timber removals from said lands for the preceding year within 90 days following each anniversary date of this agreement.

3. (a) During the period of this agreement, Union Bag shall have the right to cut and remove from said lands the quantity of trees and timber so purchased by it whether as pulpwood, saw logs, poles and piling, cross-ties or other forest products with the exclusive right to the selection of the trees and timber from which such quantity is obtained; however, Union Bag shall follow sound forestry practices in its selection of such trees and timber giving due regard to the tract as a whole but without limitation as applied to any separate acres, lots or parcels thereof.

(b) If the full quantity so purchased is not cut and removed by Union Bag in any year, such right shall not be lost by Union Bag but shall be cumulative and the deficiency for such year may be cut and removed by Union Bag in any subsequent year during the term hereof.

(c) As related to such of the trees and timber on said lands as may be cut and removed by Union Bag hereunder in the form of saw logs, poles and piling and crossties, 400 feet Board Measure, Doyle Rule (or its equivalent of 525 feet Scribner Dec. "C" Log rule or in other standard scales using accepted conversion tables) shall be treated and computed as the equivalent of One (1) Cord for all of the purposes of this agreement.

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It is further stipulated and agreed between the parties that in the measurement of and the accounting for such of the trees and timber as may be removed from said lands in the form of pulpwood, Union Bag may use its prevailing weight unit in pounds of a standard cord of wood in lieu of the scale of 128 cubic feet, stacked volume.

PART II, AS TO THE LEASE OF THE LANDS

The parties hereto recognize that the proper utilization of the said lands and the conservation and production of trees and timber thereon is essential to the performance of their respective obligations hereunder; that such ends can best be accomplished by Union Bag through the exercise of good forestry and land management practices for which purposes it is adequately staffed and equipped and which requires the exclusive use, dominion and control of said lands and the trees and timber thereon by Union Bag during the term of this agreement which it is willing to undertake, and that as a result thereof certain other benefits will insure to the respective parties independent of the annual sale and purchase of the quantity of trees and timber as hereinbefore provided; NOW, THEREFORE,

In further consideration of One Dollar ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the rental payments to be made and the other agreements hereinafter set forth, the Seller has granted, leased and demised and does by these presents grant, lease and demise unto Union Bag the said lands and premises hereinbefore described.

TOGETHER with all and singular the complete and exclusive use, dominion and control of said lands and the rights, members, hereditaments and appurtenances thereof, including (without in any way limiting the generality of the foregoing) all the timber, logging and wood rights (but as specifically limited by the provisions of this agreement) the turpentine and naval stores, to oil, gas, mineral and mining rights (subject to the provisions hereinafter set forth), all water, water power, grazing, farming and hunting rights, and all rights of way, ways, privileges, and easements in and over said lands which may be useful, convenient, or necessary, in the conduct of Union Bag's business or any other business thereon; together with the exclusive right to locate, build, construct, maintain and operate roads, tram roads, railroads, sidetracks, skidders, mills, fences, buildings and other structures, machinery, fixtures,

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applicances, and methods, whether now in use or hereafter invented for the conduct of Union Bag's business or any other business thereon; to transport timber or other products and persons and articles of every description and kind; and also the right to cut, use and remove, as hereinafter provided, any timber and trees, fuel wood, under-growth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling, removing, processing, or manufacture of the trees and timber, as may be purchased by it under the terms of this agreement, and other products of said land, or in exercising any of the rights granted hereunder, with the right at any time during the continuance of this lease, and for one year thereafter, to remove any and all machinery, structures and other property of said Union Bag placed upon said land and premises.

TO HAVE AND TO HOLD the above described lands and premises unto Union Bag, its successors and assigns for and during the full term and period of Thirty (30) years from the 1st day of July, 1957, coinciding in all respects with the purchase agreement hereinbefore set forth.

IN CONSIDERATION of the rights hereinabove and hereinafter granted in this agreement, Union Bag and Sellers bind themselves as follows:

1. TAXES

Union Bag agrees to pay to the proper governmental agency all taxes accruing after the date of this Indenture assessed against the above described lands and premises during the term hereof excepting inheritance, succession or estate taxes. It is understood and agreed that Seller shall cooperate with Union Bag in keeping the ad valorem tax evaluations on such lands reasonable, fair and non-discriminatory.

2. PAYMENTS OF RENTALS

Union Bag agrees to make prompt payment to Seller as a rental for said lands and the additional benefits derived hereunder by virtue of this lease the sum of Thirty cents ($0.30) per acre, as determined by the actual survey to be had in accordance with the provisions of paragraph 2(d) of Part I hereof, per year, at the end of each year and for and during each year in which this agreement shall be of force and effect and which rental payments shall be in addition to all other payments and expenditures provided by the terms of this agreement. Upon actual acreage being determined an appropriate adjustment therein shall be made in cash between the parties as to any rental payments theretofore becoming due hereunder.

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3. AN ONE-HALF UNDIVIDED INTEREST IN THE PROCEEDS FROM THE OIL, GAS AND MINERAL RIGHTS RESERVED TO SELLER

It is understood and agreed that Seller reserves unto himself, his heirs and assigns, a one-half (½) undivided interest in and to the proceeds to be derived from all oil, gas and mineral rights in, on, under or appertaining to the above described lands as may be derived from the grant, sale or lease thereof by Buyer during the term of this agreement.

The other one-half (½) undivided interest in all of said proceeds shall belong to Buyer but such rights shall expire at the end of the term of this agreement. However, it is specifically understood and agreed that to the extent it is necessary to retire any portion of said lands for such purposes, the quantity of trees and timber to be purchased and removed under the terms of this agreement shall be adjusted upon the acreage basis as hereinbefore provided.

During the term of this agreement, Buyer shall have the sole and unconditional right to negotiate and enter into any such grant, sale and lease of all the said oil, gas and mineral rights on said lands which it may deem proper and advisable in the premises, without the grantee thereof being required to look to the application of the proceeds therefrom.

Should Seller transfer and/or convey his interest in such oil, gas and mineral rights to others or be deceased and Buyer be unable to locate the assigns of Seller or his heirs, Buyer shall have the right to place in escrow in a bank, without liability for interest thereon, for and on behalf of such assigns or heirs, the consideration to which they shall be entitled.

4. FOREST MANAGEMENT - FIRE PROTECTION

Buyer shall and will throughout the life of this agreement furnish adequate Forest Management and fire protection to said lands and to the trees and timber thereon in substantial compliance with standard usages and practices currently employed to that end, which practices shall, among other things, include when necessary the cutting and maintenance of fire lanes or roads and the maintenance of fire warden services and in general so furnish and conduct its services in this regard as to conserve, protect and augment the growing of trees and timber upon said lands, the current practices of Union Bag in this respect being conclusively considered as adequate.

It is specifically agreed and understood that Union Bag may in the interest and promotion of good forest management and the exercise of good forest practices cut and remove trees, brushwood, undergrowth, etc., below 5.6 inches in diameter

6 inches above the average ground level where necessary for thinning to produce maximum growth and fire protection as above set forth without being further accountable therefor.

It is further understood and agreed that Union Bag shall have the right to remove the "fuel wood and refuse" from said lands without any accounting therefor to Seller. The term "fuel wood and refuse" as used herein shall be construed to include all stumps, butts, tops, limbs, dead trees, trees that are rotten, doty, or otherwise undesirable for pulpwood or saw log use.

PART III, COVENANTS APPLICABLE TO PARTS I & II

1. BREACH AND FORFEITURE

Should there be any breach by Buyer in the payment of ad valorem taxes or in the event of failure to make the payments herein provided promptly when due, or within 30 days thereafter, or should Buyer fail to perform any other covenants or conditions required by the terms hereof to be by it done or performed for a period of three months after written notice has been given to Buyer by Seller of such default, then and in that event Seller may at his option declare this entire agreement terminated and take possession of the trees, timber lands and premises and the improvements located thereon; provided, however, that Buyer may at its option cure such default and restore said agreement to its original force and validity at any time within six months thereafter by paying all past due sums or past due taxes and by performing any other conditions broken and by paying 10% of all over-due taxes or past due sums as a penalty; Provided, further, however, that the right of Seller to declare Buyer to be in default under the provisions hereof involving non-performance of covenants of fire protection and conservation of timber upon said tract, exists only in the event of gross neglect or bad faith on the part of Buyer. In matters within this proviso Buyer shall have proper discretion as to methods and procedure which, when exercised in good faith, shall constitute compliance with said covenants.

2. RECEIVERSHIP OR BANKRUPTCY

The filing of a petition by or against Buyer under any bankruptcy, insolvency or corporate reorganization law shall not operate as a ground for termination of this agreement by Seller. Said agreement shall continue in full legal validity so long as any receiver or trustee or legal custodian of said property shall promptly and faithfully perform and discharge the covenants and obligations

on the part of Buyer to be done and performed. But such bankruptcy, insolvency, corporate reorganization or other proceeding shall not be permitted or construed to relieve Buyer from the performance of its covenants herein contained nor to modify, deny or impair the right of Seller at her (his) option to declare said agreement terminated if default occurs under the provisions of Paragraph 1 of Part III hereof.

3. GRANTING OF EASEMENTS AND RIGHTS OF WAY

In the event of any right of way or easements granted to any governmental bodies, persons or corporations (other than in connection with oil, gas or mineral rights and leases thereto and which are provided for elsewhere herein), during the term of this lease across the lands hereinbefore described by Seller and Buyer, the area thus affected and the grant thereof with the proceeds therefrom shall be treated in the same manner under the provisions of this agreement as if the same had been condemned.

The grant of any such easements and rights of way shall be accomplished in the same manner as herein provided for the grant of an oil, gas and mineral lease.

4. COVENANTS AS TO TITLE - CONDEMNATION

(a) Seller covenants and warrants that he owns the above described lands in fee simple, free from all liens and encumbrances thereon except:

1. Visible highways, roads, private entrances, if any, and public utility rights-of-ways, as laid out upon the properties.

Seller covenants and agrees that in the event of any action involving the title to said lands or any part thereof, or any action wherein Buyer's rights hereunder are questioned, denied or sought to be impaired, Seller shall and will upon notice and at his own expense defend such action.

Seller further covenants and warrants that he will save Buyer harmless from any damages (such as for trespass, conversion or otherwise) that Buyer while exercising the rights, powers and privileges conferred upon it under the terms of this agreement may have been lawfully subjected to by reason of the exercise of the rights and privileges herein conferred. Should Seller fail or refuse to so save Buyer harmless in such premises, such damage so sustained by Buyer shall be chargeable to Seller.

Should Seller fail or refuse to defend as against the claims of any third parties made against the rights of Buyer hereunder, the expense of Buyer in defending against such claims, including reasonable attorneys' fees, shall be chargeable to Seller.

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(b) In the event of condemnation of any portion of the above described lands or of any interest therein whereby the rights of Buyer on said part or portion are terminated or impaired, the proceeds of such condemnation award or payment therefor shall be apportioned between the parties by mutual agreement and as their interest may appear.

In the event of a dispute as to the proper apportionment, the same shall be referred to arbitration as hereinafter provided.

If the rights of Buyer to the trees and timber upon or of the use or possession of any part of said lands should fail by reason of defective title or be condemned whereby the rights of Buyer to said part or portion is terminated or impaired, the annual quantity of trees and timber to be purchased by Buyer and the rental payments to be made shall thereafter be abated proportionately.

If Buyer is not otherwise reimbursed under the provisions of this agreement for the quantity of trees and timber thereon as theretofore purchased by Buyer on such part or portion as thus involved, then the contract price therefor, together with taxes and costs of forest improvements expended by Buyer thereon, less the wood and timber theretofore cut and removed by Buyer therefrom, shall be chargeable to Seller.

5. ASSIGNMENT

The rights accruing to the respective parties hereunder and this agreement may be sold, pledged, assigned or subcontracted either in whole or in part by either Seller or Buyer, but the obligations and undertakings herein of Seller and Buyer shall at all times be binding upon the original parties hereto unless otherwise agreed to in writing.

6. REMEDIES CUMULATIVE

All remedies in this agreement contained on behalf of either the Seller or Buyer are cumulative. It is understood and agreed that both Seller and Buyer have and retain any and all other applicable remedies either in law or equity for the assertion or protection of any and all rights and privileges hereunder.

7. MEANING OF TERM SELLER AND BUYER

The word "Seller" herein contained shall at all times be taken to include the heirs, executors, personal representatives or assigns, and the word "Buyer" shall at all times be taken to mean and include UNION BAG-CAMP PAPER CORPORATION, its successors or assigns. The singular shall be taken to include the plural and the plural the singular whenever the context admits or requires.

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8. ARBITRATION

It is agreed that in the event a dispute or disputes arise in the future over the forestry management of the above described property, or as to the proper apportionment to be made between the parties as a result of the happening of any of the events whereby an apportionment of proceeds arising therefrom is herein contemplated or provided for between the parties, such controversy shall be submitted to arbitration under Chapter 22 (Sec. 10-1901 et. seq.) of the Code of Laws of South Carolina (1952) and as a condition precedant to the bringing of any action in any Court by reason thereof.

9. OPTION TO PURCHASE

Seller hereby grants Union Bag the right and option to be exercised at any time after the annual payments due on July 1, 1983, shall have been made hereunder and during the remainder of said term, to purchase the said leased lands as described herein, together with all and singular of the trees and timber then located thereon and acquire fee simple title thereto by giving Seller ninety (90) days' written notice of its intention, and at or before the end of said ninety (90) day period pay or tender to Seller in cash the sum of FORTY & NO/100 ($40.00) DOLLARS per acre for all of the said leased lands, described herein to which Seller may then have merchantable title, and Union Bag shall be entitled to delivery to Union Bag of a Warranty Deed of conveyance, vesting in Union Bag a fee simple title to the demised premises, free from lien or encumbrances, other than such as may have been granted or suffered by Union Bag. Provided, however, that said option shall be exercised and said payment and conveyance made prior to the death of the last survivor of the following living persons, and twenty-one years thereafter, to-wit:

E. Pomeroy, George W., Jr., John Young and Edith Converse Williams, (children of George W. and Minnie R. Williams), Mary Ann, John Michael, Joseph and Stephen Brennan, (children of John and Virginia Brennan), Mary Brevton and Thaddeus Leland Dunn, (children of T. T. and Mary Louise Dunn), Kirk Martin and Philip Morgan McAlpin (children of Kirk and Sarah McAlpin), all of Savannah, Georgia.

Upon the exercise of said option as aforesaid and the payment of the consideration herein provided, all rights of the Seller in and to any portion of said lands and the trees and timber thereon shall cease and terminate, including the right to any interest in the proceeds from the grant, sale or lease of any oil, gas and minerals on said lands as heretofore reserved by Seller under

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the provisions of Paragraph 3 of Part II hereof, and which rights in said proceeds shall thereupon become the exclusive and sole property of Union Bag, and its successors and assigns.

The rental payment of $0.30 per acre for any year in which said option may be exercised shall be prorated.

Should Seller be deceased and Union Bag be unable to locate the personal representatives, heirs and assigns, in order to give notice of its election to exercise said option and make the tender of the purchase price as hereinabove provided, and in any event should Seller, his heirs and assigns, refuse or be unable to execute and deliver deed of conveyance upon such notice and tender, then Seller in consideration of the premises, does hereby appoint and constitute Union Bag as his true and lawful Attorney in Fact for the Seller, and in his name, place and stead and does hereby empower Union Bag, for himself, his heirs and assigns, and in and upon his own behalf, and at Union Bag's option, to nominate and appoint a sole trustee, which shall be any National Bank in the State of South Carolina, authorized by its charter to act as a trustee, and which, when so appointed, is hereby and shall be authorized and empowered to receive the notice of the exercise of the option by Union Bag and for the receiving of the purchase money and the execution and delivery of an appropriate deed of conveyance conveying said land, as the case may be, without resort to any legal proceedings and without Order of any Court and when the transaction is so completed all the right, title, interest and estate of Seller in and to the said lands shall be thereby divested, and said trustee may recite in said deed the happening of the event upon which such appointment and sale is based and said recitals shall be sufficient evidence that all acts pre-requisite to said sale and deed were in all things duly complied with and said Seller does hereby appoint said Trustee as attorney in fact to make such recitals and agree that the same shall be binding and conclusive on the said Seller.

IT IS FURTHER STIPULATED AND AGREED that Union Bag shall be relieved of looking to the application of the proceeds of the sale; however, the trustee as thus appointed shall be charged with ascertaining the persons to whom said proceeds shall lawfully belong and to make proper distribution and payment thereof.

10. MISCELLANEOUS

(a) It is understood and agreed between the parties that Union Bag will

Re-recorded VOL 279 PAGE 25 200

make every reasonable effort to have the survey above provided for the purpose of determining the exact acreage subject to the terms of this agreement completed not later than July 1, 1959.

(b) Union Bag does further expressly covenant and agree that in the event it does not exercise the option to purchase as hereinbefore provided, it will leave on said lands subject to this agreement at the end of the term hereof an average of not less than one (1) cord (as such term is hereinbefore defined) per acre, distributed over the lands as a whole, but without regard to any specific area, tract, lots or parts of lots thereof.

(c) Seller agrees to execute such further assurances of title and notice of this agreement as may be deemed necessary in the opinion of Counsel for Union Bag to protect the interests conferred upon Union Bag under the terms hereof.

IN WITNESS WHEREOF, these presents are signed, sealed and delivered, in duplicate, by the parties hereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

Thomas J. Dillon

Bettyann Lund
~~Notary Public~~

~~My commission expires:~~ _____

R. A. Durham (L.S.)
R. A. Durham

SELLER

Signed, sealed and delivered in the presence of:

Helen R. Annala Jr.

Anne G. Grant
~~Notary Public~~

~~My commission expires:~~ _____

UNION BAG-CAMP PAPER CORPORATION

BY: W. D. Cole
Vice President

ATTEST: Carey W. Wilkes
Assistant Secretary

BUYER

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

PERSONALLY appeared before me Thomas J. Dillon and made oath that he saw the within named R. A. DURHAM sign, seal, and as his Act and Deed deliver the within written Indenture of Lease and Option to Purchase and that he with Bettyann Lund witnessed the execution thereof.

SWORN to before me, this 31st day of August, 1957.

Thomas J. Dillon

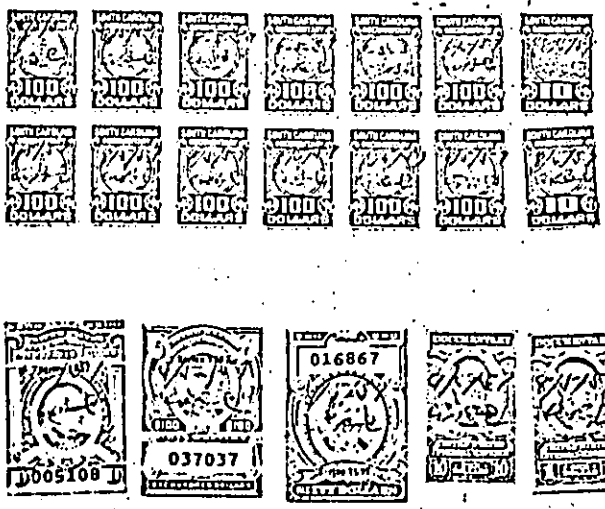
Bettyann Lund
Notary Public

Notary Public, Chatham County, Ga.
My Commission Expires Mar. 8, 1960.

DEEDS

201A

Re-recorded VOL. 272 PAGE 216



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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Lillyann Lund do hereby certify unto all whom it may concern, that Mrs. Rachel B. Durham, wife of the within named R. A. DURHAM did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named UNION BAG-CAMP PAPER CORPORATION, its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Rachel B. Durham

Given under my Hand and Seal this 2nd day of August Anno Domino, 1957.

Lillyann Lund
Notary Public

Notary Public, Charleston County, S.C.
My Commission Expires Mar. 8, 1960

THE STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY APPEARED before me HELEN R. ARNALA w.o, on oath, says that she saw the within named UNION BAG-CAMP PAPER CORPORATION by W. D. COLE its Vice President and CARNEY A. NIVEN its Assistant Secretary sign the within instrument, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that she with ANNE E. GRANT witnessed the execution thereof.

Helen R. Arnala

Sworn to before me this 31st day of July, 1957.

Mary C. Redding (Seal)
Notary Public, New York

MARY C. REDDING
NOTARY PUBLIC, State of New York
No. 30-5234335
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1959

P. 185

BOOK 110

FORM FHA-188
(10-9-56)

POSITION 5

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

186

STATE

COUNTY

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $ 1.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

William E.Fender, Canadys, South Carolina.
(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following described property, located in Colleton County, State of South Carolina.:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

All that Certain Piece, parcel or Tract ofland, near Canadys, in red Bank School District, County of Colleton, State of South Carolina, contahing One Hundred Eighty Five and five tenths (185.5) Acres more or less and bounded now or formerly as follows; On the North by lands of Matthews; of W.C.Gregory and of A.K.Browning; on the East by lands of W.C Gregory, of A.K.Browning , of T.J.Hiott; and of Corley Jenkins andU.S.Highway No. 15-A ; on the South by lands of W.C.Gregory, of T.J.Hiott and on the West by Red Bank Canal.

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others: None.

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

--

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Administrator of the Farmers Home Administration, or his delegate, hereinafter called the "Government," for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $ 14,000.00 ; said amount being in addition to the $ 1.00 above mentioned.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

Recorded April 15th, 1958.
at 2 P.M.

April 15, 1958.

FHA-188

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, aerial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to Jewell D.Garrett., at _____ in the city of Canadys., County of Colleton., State of South Carolina.

The offer herein shall remain irrevocable for a period of 4, months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the 4. months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction. None.

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 15 day of April 1958. 19____

WITNESSES:

Doris M.Hagemann. — Jewell D.Garrett. (Seller) (Husband)*

Mrs. Cora Mae King. — W.E.Fender. (Seller) (Wife)*

_____ (Buyer) (Husband)

_____ (Buyer) (Wife)

* (Indicate marital status of Seller as "married," "single," "divorced," after signature.)

~~AFFIDAVIT OF SUBSCRIBING WITNESS.~~

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON. (For use if Seller is a corporation)

~~IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President,~~ and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, this _____ day of _____, 19____.

Personally appeared before me Doris M Hagerman, and made oath that she saw the Jewell D.Garrett sign, seal and deliver the within instrument for the uses and Purposes therein mentioned, and that he with Mrs. Cora Mae King, witnessed the execution in the Presence of Eachs other witnessed the Execution thereof.

SWORN to before me this 15th Day of April 1958.

David E.Bailey.
Notary Public for S.

State of _____

(CORPORATE SEAL)

(Name of corporation)

ATTEST: _____ By _____

_____ Secretary _____ President.

ACKNOWLEDGMENT

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

CONTRACT OF SALE

Received from Neil W. Spell, of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollar, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with all improvements now thereon and which may be placed thereon during the term of this agreement, situate, lying and being in East Pourifoy Terrace, in the Town of Walterboro, County of Colleton, and State of South Carolina, known and designated as Lot Number Twelve (12) on a plat of East Pourifoy Terrace made by Harry N. Fripp, Surveyor, dated November, 1950, and recorded in Plat Book 7, Page 33, records of Colleton County, South Carolina; said lot herein described measuring on its Northern and Southern boundary lines sixty (60) feet each, and on its Eastern and Western boundary lines one hundred and forty-one and four-tenths (141.4) feet each, be the said measurements, more or less; and being bounded on the North by Lot 35 of said subdivision; on the East by Lot No. 13 of said Plat; on the South by Hill Street; and on the West by Lot No. 11 of said Subdivision, all as fully shown on the plat hereinabove referred to.

This is the same property conveyed by O. H. Rhodes, Probate Judge for Colleton County, South Carolina, to First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, said Deed dated the 24 day of April, 1958, and recorded in Deed Book 122, Page 244, Office of the Clerk of Court for Colleton County, South Carolina.

Upon the payment unto First Federal Savings and Loan Association of Beaufort of the further sum of Three Thousand Eight Hundred Seventy-five and No/100 ($3,875.00) Dollars, with interest from date at the rate of six (6%) percent per annum until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, Seller, covenants and agrees and binds itself and its successors and assigns to convey the above described real property unto the said Neil W. Spell, his heirs, executors, administrators and assigns in fee simple by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ($30.00) Dollars each, commencing on the first day of September, 1958, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. And I, the within Neil W. Spell, do hereby agree to insure the house and buildings on the said lot in a sum of not less than Three Thousand Five Hundred and No/100 ($3,500.00) Dollars, fire and tornado

Recorded
May 3- 1958
10 am

For assignment see Page 203 this Book

insurance in a company or companies acceptable to the First Federal Savings and Loan Association of Beaufort, and to keep the same insured from loss or damage by fire or windstorm, and to assign said policy or policies of insurance to the First Federal Savings and Loan Association of Beaufort, its Successors and Assigns; and in the event that I, the within Neil W. Spell, should at anytime fail to insure said premises or to pay the premium thereon, then the said First Federal Savings and Loan Association of Beaufort, its Successors and Assigns, may cause the buildings to be insured in its name and reimburse itself for the premiums and expense of such insurance under this Contract, with interest at the rate of six (6%) percent thereon. And I, the within Neil W. Spell, do hereby agree to pay all taxes, including the taxes to be assessed for the year 1958, and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the First Federal Savings and Loan Association of Beaufort immediately upon payment, until all amounts due under this Contract have been paid in full. And should I, the said Neil W. Spell, fail to pay said taxes and insurance premiums due on said property, or violate any of the conditions herein contained, the within First Federal Savings and Loan Association of Beaufort, may, at its option, pay the same and charge the amount, or amounts, so paid to the indebtedness herein, and collect the same under this Contract, with interest at the rate of six (6%) percent per annum, and may further, at its option, declare the full indebtedness due and collectible at once, anything hereinabove in this Contract contained to the contrary notwithstanding.

The Grantee herein agrees to pay for the documentary stamps which will have to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Neil W. Spell shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by him. Upon failure of the said Neil W. Spell to comply with the terms hereof and the recitals herein contained, the within First Federal Savings and Loan Association of Beaufort, its successors or assigns, is to have the right to retain the account or amounts paid under

the term of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hoekstra, its Secretary-Treasurer, and its corporate seal to be hereto affixed this 30th day of April, 1958; and witness the hand and seal of the within Neil W. Spell this 30th day of April, 1958.

IN THE PRESENCE OF:

Donna S. Welch

Myrtle S. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

Calhoun Thomas, President

ATTEST:

Carl R. Hoekstra

Carl R. Hoekstra, Secretary-Treasurer

Marguerite S. Kinard

Osborne H. Rhodes

Neil W. Spell (SEAL)

Neil W. Spell

STATE OF SOUTH CAROLINA }

COUNTY OF COLLETON }

Personally appeared before me Marguerite S. Kinard and made oath that s he saw the within named Neil W. Spell sign, seal, and as his act and deed deliver the within written Contract; and that s he with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me this 30th day of April, 1958.

Osborne H. Rhodes (L.S.)

Notary Public for South Carolina

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Norma S. Welch *(Insert name of Witness)*

who, on oath, says that he saw the within-named First Federal Savings and Loan Association of *(Insert name of Corporation)*

Beaufort *by* Calhoun Tacoma *(Insert name of President or Vice-President)* *its*

President sign the within Deed, and Carl R. Hoekstra *its*

Secretary-Treasurer *(Insert Sect. or Treas.)* *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps *(Insert name of other Witness)*

witnessed the execution thereof.

Norma S. Welch
(Witness)

SWORN to before me, this 30th *day of* April *, A. D. 19* 58

Myrtle G. Epps *(Seal)*
Notary Public, S. C.

The State of South Carolina,

COUNTY OF

PERSONALLY appeared before me *(Insert name of Witness)*

who, on oath, says that he saw the within-named *(Insert name of Corporation)*

by *(Insert name of President or Vice-President)* *its*

President sign the within Deed, and *its*

(Insert Sect. or Treas.) *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with *(Insert name of other Witness)*

witnessed the execution thereof.

(Witness)

SWORN to before me, this *day of* *, A. D. 19*

(Seal)
Notary Public, S. C.

190

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

CONTRACT OF SALE

Received from Bertha Myers, of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollar, as a part payment on account of the purchase of the following described property, to-wit:

All that lot of land, with improvements thereon, situate in the County of Colleton, State of South Carolina, near the Town of Walterboro, measuring and bounding as follows: North One Hundred and Fifty (150') feet on lot sold to Eddie Martin; East Fifty (50') feet on George Street; South One Hundred Fifty (150') feet on lot of C. W. Fourifoy; and West Fifty (50') feet on lands now or formerly of Henrietta Baldwin. Said lot is a part of what was formerly known as the Cricket Factory or Oil Mill Tract. This is the property formerly owned by James Conyers and Beatrice M. Conyers, and is the same property conveyed by O. H. Rhodes, Probate Judge, to First Federal Savings and Loan Association of Beaufort by Deed dated December 5, 1957, recorded in Deed Book 121, page 373, Office of the Clerk of Court for Colleton County.

For Assignment See This Book Page 313

Upon the payment unto First Federal Savings and Loan Association of Beaufort of the further sum of Three Thousand One Hundred and No/100 ($3,100.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, Seller, covenants and agrees, and binds itself and its successors and assigns to convey the above described real property unto the said Bertha Myers, her heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ($30.00) Dollars each, commencing on the first day of July, 1958, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Purchase, computed monthly. Second, to the payment by the Association of such taxes, assessments or insurance as shall from time to time become due on the property pledged to secure this Contract of Purchase during the term thereof. Third, the balance of the said amount to the payment to that extent as a credit of that debt on the principal of this obligation.

3 P.M.
6-23-1958

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Said payments to continue until the principal and interest, taxes and insurance, are paid in full.

The Grantee herein agrees to pay for the documentary stamps which will have to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Bertha Myers shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by her. Upon failure of the said Bertha Myers to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hoolstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 20th day of June, 1958, and witness the hand and seal of the within Bertha Myers this 20th day of June, 1958.

Myrtle F. Capps
Vesta S. Bright

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)
By C. Calhoun Thomas
Calhoun Thomas, President

ATTEST:
Carl R. Hoolstra
Carl R. Hoolstra, Secretary-Treasurer

Mary Nell E. Jenkins
Norma S. Miley

Bertha Myers (SEAL)
Bertha Myers

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

PERSONALLY appeared before me Mary Nell E. Jenkins and made oath that he saw the within named Bertha Myers sign, seal, and as her act and deed, deliver the within written Contract; and that She with Norma S. Miley witnessed the execution thereof.

Mary Nell E. Jenkins

SWORN to before me this 21st day of June, 1958.

Norma S. Miley (SEAL)
Notary Public for South Carolina

1.90B

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Vesta S. Bigbee (Insert name of Witness)

who, on oath, says that he saw the within-named First Federal Savings and Loan Association (Insert name of Corporation)

of Beaufort *by* Colburn Towne (Insert name of President or Vice-President) *its*

President sign the within Deed, and Carl E. Hoelscher *its*

Secretary-Treasurer (Insert Sect. or Treas.) *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps (Insert name of other Witness)

witnessed the execution thereof.

Vesta S. Bigbee
(Witness)

SWORN to before me, this 20th *day of* June *, A. D. 19* 58

Myrtle B. Epps (Seal)
Notary Public, S. C.

The State of South Carolina,

COUNTY OF

PERSONALLY appeared before me (Insert name of Witness)

who, on oath, says that he saw the within-named (Insert name of Corporation)

by (Insert name of President or Vice-President) *its*

President sign the within Deed, and *its*

(Insert Sect. or Treas.) *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with (Insert name of other Witness)

witnessed the execution thereof.

(Witness)

SWORN to before me, this *day of* *, A. D. 19*

(Seal)
Notary Public, S. C.

191

The State of South Carolina,

COUNTY OF

192

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

CONTRACT OF SALE

Received from Louis Lemacks, of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollar, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with all improvements now thereon, situate, lying and being on Proctor Street, in the Town of Walterboro, County of Colleton, and State of South Carolina, more particularly described as follows: Measuring seventy-five (75) feet, more or less, on its Northern line and bounded on the North by property of Thompson, formerly of Colleton Products Association; measuring Four Hundred and twenty-five (425) feet, more or less, on its Eastern line, and bounded on the East by lands of Estate of T. W. Beach, formerly of L. S. Mitchell; measuring seventy-five (75) feet, more or less, on its Southern boundary line, and bounded on the South by Proctor Street; and measuring Four Hundred and Twenty-five (425) feet, more or less, on its Western boundary line, and bounded on the West by Atalie Marvin.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of John H. Wiggins and Ruby B. Wiggins dated July 8, 1958, and recorded in Deed Book 122, Page 461, Colleton County.

Upon the payment unto First Federal Savings and Loan Association of Beaufort of the further sum of One Thousand Three Hundred and No/100 ($1,300.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Louis Lemacks, his heirs, executors, administrators and assigns, in fee simple; by a proper Deed, with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Fifteen and No/100 ($15.00) each, commencing on the first day of October, 1958, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Purchase, computed monthly. Second, to the payment by the Association of such taxes, assessments or insurance as shall from time to time become due on the property

8-14-58 - 5 PM

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pledged to secure this Contract of Purchase during the term thereof. Third, the balance of the said amount to the payment to that extent as a credit of that debt on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, are paid in full.

The Grantee herein agrees to pay for the documentary stamps which will have to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Louis Lenacks shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by him. Upon failure of the said Louis Lenacks to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these precents to be executed in its named by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 5th day of August, 1958, and witness the Hand and Seal of the within Louis Lenacks this 5th day of August, 1958.

Vesta S. Bigbee

Myrtle B. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By: Calhoun Thomas

Calhoun Thomas, President

ATTEST:

Carl R. Hookstra

Carl R. Hookstra, Secretary-Treasurer

Margaret B. Williard

Louis Lenacks (SEAL)

Louis Lenacks

1928

STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

Personally appeared before me Margaret B. Hilliard and made oath that she saw the within-named Louis Lemacks sign, seal, and, as his act and deed, deliver the within-written Deed; and that she with Thomas H. Howell, Jr. witnessed the execution thereof.

Sworn to before me this 12th day of August, A. D. 1928
(L. S.)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

Personally appeared before me Margaret B. Hilliard and made oath that she saw the within-named Louis Lemacks Contract sign, seal, and, as his act and deed, deliver the within-written Deed; and that she with Thomas H. Howell, Jr. witnessed the execution thereof.

Sworn to before me this 12th day of August, A. D. 1928
(L. S.)
Notary Public for South Carolina

Margaret B. Hilliard

STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

RENUNCIATION OF DOWER

I, Margaret B. Hilliard, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Rachel H. Lemacks the wife of the within-named Louis Lemacks did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 12th day of August, A. D. 1928

Margaret B. Hilliard (L. S.)
Notary Public for South Carolina

Rachel H. Lemacks (L. S.)
Rachel H. Lemacks

192C

The State of South Carolina,

COUNTY OF

PERSONALLY appeared before me _____ *(Insert name of Witness)*

who, on oath, says that he saw the within-named _____ *(Insert name of Corporation)*

by _____ *(Insert name of President or Vice-President)* *its*

President sign the within Deed, and _____ *its*

_____ *(Insert Sect. or Treas.)* *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with _____ *(Insert name of other Witness)*

witnessed the execution thereof.

_____ *(Witness)*

SWORN to before me, this _____ *day of* _____ *, A. D. 19*

_____ *(Seal)*
Notary Public, S. C.

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Vesta S. Bigbee *(Insert name of Witness)*

who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort *(Insert name of Corporation)*

by Calhoun Thomas *(Insert name of President or Vice-President)* *its*

President sign the within ~~Deed~~ Contract *, and* Carl R. Hockstra *its*

Secretary-Treasurer *(Insert Sect. or Treas.)* *attest the same, and the said Corporation, by said officers, seal said*

Deed, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps *(Insert name of other Witness)*

witnessed the execution thereof.

Vesta S. Bigbee
(Witness)

SWORN to before me, this 5th *day of* August *, A. D. 19* 59

Myrtle G. Epps *(Seal)*
Notary Public, S. C.

193

Filed 8/21/58

194

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON } CONTRACT OF SALE

Received from Hallie A. Nettles and Ellen Carson Nettles, of Colleton County, South Carolina, the sum of One and No/100 ($1.00) Dollar, as a part payment on account of the purchase of the following described property, to-wit:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, located near the Eastern edge of Walterboro in the County of Colleton, State of South Carolina, designated as Lot No. Five (5) on plat prepared for C. Legare Berry and Mary S. Berry by Harry M. Fripp, Surveyor, dated 23 March 1950, recorded in the Office of the Clerk of Court for Colleton County in Plat Book 6 at page 165, bounded as follows: On the Northeast by a street and measuring thereon sixty-four and four tenths (64.4) feet; on the East by a road and measuring thereon one hundred and three and one tenth (103.1) feet; on the Southwest by lands now or formerly of Mac Williams and measuring thereon one hundred forty-seven and five-tenths (147.5) feet; and on the Northwest by Lot No. Four and measuring thereon sixty-one and two tenths (61.2) feet.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of Katherene S. Morris Holland dated July 2, 1959, and recorded in Deed Book 122, Page 415, Office of the Clerk of Court for Colleton County, South Carolina.

Upon the payment unto First Federal Savings and Loan Association of Beaufort of the further sum of Three Thousand and No/100 ($3,000.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Hallie A. Nettles and Ellen Carson Nettles, their heirs, executors, administrators and assigns, in fee simple; by a proper Deed, with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ($30.00) Dollars each, commencing on the first day of November, 1958, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Purchase, computed monthly. Second,

Recorded 8-21-58

For Cancellation see Page 195

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to the payment by the Association of such taxes, assessments or insurance as shall from time to time become due on the property pledged to secure this Contract of Purchase during the term thereof. Third, the balance of the said amount to the payment to that extent as a credit of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, are paid in full.

The Grantee herein agrees to pay for the documentary stamps which will have to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Hallie A. Nettles and Ellen Carson Nettles shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by them. Upon failure of the said Hallie A. Nettles and Ellen Carson Nettles to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 20th day of August, 1958, and witness the Hand and Seal of the within Hallie A. Nettles Ellen Carson Nettles, this 20th day of August, 1958.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
Calhoun Thomas, President

ATTEST:

Carl R. Hookstra
Carl R. Hookstra, Secretary-Treasurer

Myrtle G. Epps
Hallie A. Nettles (SEAL)
Hallie A. Nettles

Myrtle G. Epps
A B Crosby

Ellen Carson Nettles (SEAL)
Ellen Carson Nettles

1948

The State of South Carolina,

COUNTY OF

PERSONALLY appeared before me (Insert name of Witness)

who, on oath, says that he saw the within-named (Insert name of Corporation)

by (Insert name of President or Vice-President) its

President sign the within Deed, and its (Insert Sect. or Treas.) attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with (Insert name of other Witness) witnessed the execution thereof.

(Witness)

SWORN to before me, this day of , A. D. 19

(Seal)
Notary Public, S. C.

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Helen K. Downey (Insert name of Witness)

who, on oath, says that he saw the within-named First Federal Savings and Loan Association of (Insert name of Corporation)

Beaufort by Contract Calhoun Thomas (Insert name of President or Vice-President) its

President sign the within Deed, and Carl E. Heinitsh its

Secretary-Treasurer (Insert Sect. or Treas.) attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps (Insert name of other Witness) witnessed the execution thereof.

Helen K. Downey
(Witness)

SWORN to before me, this 20th day of August , A. D. 19 58

Myrtle B. Epps (Seal)
Notary Public, S. C.

1940

STATE OF SOUTH CAROLINA,
COUNTY.

Personally appeared before me
and made oath that saw the within-named
sign, seal, and, as act and deed, deliver the within-written Deed; and that
with witnessed the execution thereof.

Sworn to before me this
day of , A. D. 195
(L. S.)
Notary Public for

STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

Personally appeared before me A. B. Crosby
and made oath that he saw the within-named Hallie A. Kottles and Ellen Carson Kottles
sign, seal, and, as their Contract act and deed, deliver the within-written Deed; and that he
with Myrtle B. Epps witnessed the execution thereof.

Sworn to before me this 21st
day of August, A. D. 195 8
Myrtle B. Epps (L. S.)
Notary Public for South Carolina

A B Crosby

STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

RENUNCIATION OF DOWER

I, Myrtle B. Epps, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Ellen Carson Kottles the wife of the within-named Hallie A. Kottles did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal
this 21st day of
August, A. D. 195 8
Myrtle B. Epps (L. S.)
Notary Public for South Carolina

Ellen Carson Kottles (L. S.)
Ellen Carson Kottles

DEEDS

STATE OF SOUTH CAROLINA

CANCELLATION OF CONTRACT

By mutual consent of the parties to the within Contract the same has been terminated and is of no force and effect. The parties hereto are released and discharged of the terms, conditions and recitals set forth in the within Contract.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by one of its authorized officers and the corporate seal to be hereto affixed this 15 day of December, 1958, and witness the hands and seals of the within Hallie A. Nettles and Ellen Carson Nettles this 15 day of December, 1958.

In the Presence of:

M. H. Trammell
George I. Long

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By: Calhoun Thomas, Pres.

M. H. Trammell
George I. Long.

Hallie A. Nettles (SEAL)

Ellen Carson Nettles (SEAL)

Recorded 12/17/58

Cancelled

961

No. ATR-408 196

SHORT LEASE

(and Notice of Assignment thereof and Lessee's consent thereto)

THIS SHORT LEASE, made and entered into this 21st day of August, 1958, by and between TREMARCO CORPORATION, a Delaware corporation of 341 Fourth Avenue, Pittsburgh 22, Pennsylvania (hereinafter called Lessor), and GULF OIL CORPORATION, a Pennsylvania corporation of 439 7th Avenue, Pittsburgh 19, Pennsylvania (hereinafter called Lessee),

for Cancellation Agreement See 2th Book Page 319

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease dated as of August 1, 1958 (hereinafter called "Lease Agreement") whereby Lessor has let and demised to Lessee the premises described on Schedule I annexed hereto, and Lessor has therein granted and created in favor of Lessee certain options and rights, a copy of said Lease Agreement being held by Tremarco Corporation at its office at 341 Fourth Avenue, Pittsburgh 22, Pennsylvania; and

WHEREAS, Lessor and Lessee desire to enter into this Short Lease which is to be recorded in order that third parties may have notice of the estate of Lessee and of said Lease Agreement.

NOW, THEREFORE, the Lessor, in consideration of the rents and covenants provided for in said Lease Agreement to be paid and performed by Lessee, does hereby let and demise unto Lessee the premises particularly described on Schedule I annexed hereto and made a part hereof, together with all buildings, structures, fixtures and improvements constructed and to be constructed thereon and all easements, rights and appurtenances thereto. Said property and improvements are sometimes hereinafter collectively referred to as "said premises".

Term of this Lease shall begin on the date hereof or on the date on which Lessee took possession of the premises, whichever is earlier, and shall continue through a Basic Term of 25 years commencing on the 1st day of October, 1958 and ending on the last day of September, 1983.

Lessee is hereby given the right at its option to extend the term of this Lease for seven (7) successive periods of five years each following the expiration of the original term hereof at the rental provided for in paragraph 15 of said Lease Agreement. Such options may and shall only be exercised by giving written notice to Lessor not less than 90 days prior to the expiration of the term then in effect. Each such renewal period shall otherwise be on the terms and conditions set forth in said Lease Agreement and with the same options and rights except that the number of renewal periods shall be reduced by one upon each such renewal.

Lessee shall have the right at any time during the term hereof to alter any buildings or structures hereby leased, as set forth in paragraph 10 of said Lease Agreement. Lessor hereby grants to Lessee the options to purchase the said premises as set forth in paragraphs 3(b) and 12 of said Lease Agreement.

All of the terms, conditions, provisions, and covenants of the said Lease Agreement are incorporated in this Short Lease by reference as though written out at length herein and both the said Lease Agreement and this Short Lease shall be deemed to constitute a single instrument or document.

Said Tremarco Corporation, the Lessor aforesaid, for a good and valuable consideration, the receipt whereof is hereby acknowledged, in further compliance with the provisions of a Mortgage and Deed of Trust dated August 12, 1958 from Lessor to Mellon National Bank and Trust Company, a national banking association having its principal office and place of business at Mellon Square, Pittsburgh 30, Pennsylvania and D. A. Hazlett, residing at 140 Crestvue Manor Drive, Pittsburgh 28, Allegheny County, Pennsylvania, as Trustees, and as security for the payment of the principal of (and premium, if any) and interest on its 4½% Note referred to in said Mortgage and Deed of Trust and its First Mortgage 4½% Bonds, Series F to be issued under an Indenture of Mortgage and Deed of Trust dated as of August 8, 1958 from Lessor to said Trustees, has assigned, transferred, conveyed and set over to said Trustees all of Lessor's estate, right, title and interest in, to and under this Short Lease and the Lease Agreement, including all extended or renewal terms thereof, together with all rents, rights, powers, privileges, options and other benefits of Lessor thereunder including, but not by way of limitation, the immediate right to receive and collect all rents, income, revenues, issues, profits, moneys and security payable or receivable thereunder or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the said premises or otherwise, and to make all waivers and agreements, give all notices, consents and releases and do any and all other things whatsoever which Lessor is or may become entitled to do thereunder.

Lessee has consented to the said assignment, and has agreed to pay and deliver to MELLON NATIONAL BANK AND TRUST COMPANY, Trustee, as hereinabove provided, all rents and other moneys and security assigned to said Trustees, and to deliver all notices and other instruments whatsoever, or copies thereof, which may be delivered by it under this Short Lease or the Lease Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Short Lease, in triplicate, as of the date first above written.

TREMARCO CORPORATION

By W. R. Lowe
Vice President

Signed, sealed and delivered in the presence of:

Attest:

G. P. MacCord

R. L. Reese
Assistant Secretary

L. A. Huffman

GULF OIL CORPORATION

H. T. Hooper, Jr.

By G. E. Millican
Division General Manager

C. B. Barrentine

Recorded Sept 5th 1958 at 3:30 P.M.

196 A

For Cancellation Agreement
See This Book Page 319

SCHEDULE I

ALL THAT CERTAIN tract or parcel of land and premises hereinafter particularly described, situate, lying and being in or near the City of Walterboro, County of Colleton, and State of South Carolina:

Commencing at the eastern corner of the intersection of South Jefferies Boulevard (U.S.Hwys. Nos.15 and 17-A) and Moore Street; and running thence along the southeastern side of South Jefferies Boulevard North 44 degrees 30 minutes East 147.7 feet to a point; thence running South 55 degrees 27 minutes East 125 feet along the boundary line between this property and property of Mrs. Augusta Breland; thence running South 38 degrees 35 minutes West 150.2 feet along boundary line between this property and property of Atalie M. Marvin to the northeastern side of Moore Street; thence running North 53 degrees 41 minutes West 140 feet along the northeastern side of Moore Street to the point of commencement. Said property is shown on plat of survey made by S.S.Snook, R.L.S., dated July 16, 1957.

Description
Approved:

By Eng.
By Real Est.

STATE OF PENNSYLVANIA }
COUNTY OF ALLEGHENY }

Personally appeared before me G. P. MacCord, and made oath that he saw the corporate seal of TREMARCO CORPORATION affixed to the within instrument, and that he also saw W. R. Lowe, the Vice-President, sign the same and R. L. Reese, the Assistant Secretary of said corporation, attest the same, and that he, deponent, together with L. A. Huffman witnessed the execution and delivery thereof as the act and deed of the said TREMARCO CORPORATION.

s/ G. P. MacCord

Sworn to before me this 25 day of Aug., 1958

s/ Arthur S. Lloyd
Notary Public

My commission expires:
ARTHUR S. LLOYD, Notary Public
[illegible]

STATE OF GEORGIA }
COUNTY OF FULTON }

Personally appeared before me H. T. Hooper, Jr., and made oath that he saw G. E. MILLICAN, Division General Manager for GULF OIL CORPORATION, sign, seal and deliver the within instrument on behalf of said Corporation, and that he, deponent, together with [illegible], witnessed the execution and delivery thereof as the act and deed of the said GULF OIL CORPORATION.

s/ H. T. Hooper, Jr.

Sworn to before me this 21 day of August, 1958

s/ R. A. Kirkland
Notary Public

My commission expires:
Notary Public, Fulton County, State of Georgia
My Commission Expires, [illegible]

GEN-SAL-MK-S-1-OP-7306
(LAND & S. S.)
4-3-62

ESSO

198

LEASE TO COMPANY

AGREEMENT made this 23rd day of April, 1958, by and between W. P. Morris and , his wife, of Street, Jacksonboro, State of South Carolina, hereinafter called "Lessor", and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Columbia, South Carolina hereinafter called "Lessee".

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Jacksonboro, County of Colleton, State of South Carolina

LOCATION

DESCRIPTION more fully described as follows:

Beginning at a point approximately 300.0' northeast of the junction of US Hwy. #17 and SC Hwy. #64 and running in a northerly direction for a distance of 100.0' to a pin, thence in a northeasterly direction for a distance of 150.0' to a pin, thence in a southerly direction for a distance of 100.0' to a pin, thence in a southwesterly direction for a distance of 150.0' to the point of beginning.

SOUTH CAROLINA DOCUMENTARY STAMPS IN THE AMOUNT OF $ .05 HAVE BEEN AFFIXED TO THE LESSEE'S COPY OF LEASE.

W. P. Morris

together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD TO HOLD the premises hereby demised unto Lessee for Five (5) years, beginning at noon on the 1st day of August, 1961, and ending at noon on the 1st day of August, 1966, on the following terms and conditions:

RENTAL (1) Lessee shall pay the following rent:

An amount equivalent to One cents (1 ¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

For the renewal option period covered by Clause (2) the rental shall be One Cent (1¢) per gallon with a monthly minimum of Seventy-five Dollars ($75.00).

RENEWAL (2) Lessee shall have the option of renewing this lease for Three (3) additional periods of one (1) year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

TITLE (3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

Recorded 9-12-58

198 A

PERMITS AND ORDINANCES

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be hereafter revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

IMPROVEMENTS

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbings, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

TAXES

ASSESSMENTS

(6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on any and all property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor fails so to do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee, or may require Lessor to make reimbursement to Lessee.

SUBLETTING

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

DEFAULT

(8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

WAIVER

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

REPAIRS

PREMISES RENDERED UNFIT

(10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

USE OF PREMISES

(11) Lessee covenants and agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

TAKING BY PUBLIC AUTHORITY

(12) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

CANCELLATION

(13) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

PURCHASE OPTION

(14) Lessor and _____ (his wife), in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of _____ Dollars ($ _____) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to _____ at _____ written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient

~~deed, of a good and marketable title to said premises free and clear of all liens and encumbrances except~~

~~which a reputable title company will insure as such at regular rates. The deed shall be delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday, in which case on the next business day thereafter, unless the date of the closing is subsequently extended by mutual agreement. All taxes, rents, sewer and water rents, assessments and insurance premiums, if Lessee shall elect to take over existing policies, shall be apportioned as of the date of the closing of the title. Between the time of the giving of notice of exercise of this option and the time of closing title, risk of loss, damage, condemnation or destruction of the premises or improvements thereon by fire or otherwise shall be on the Lessor provided, however, that Lessor shall maintain such insurance as is then in force for the protection of the parties as their interests appear, and if title is closed all rights therein of Lessor shall be assigned to Lessee. In the event of the exercise of this option time shall be of the essence and tender of the purchase price and tender of the deed shall be waived.~~

LIABILITY (15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES (16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY (17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT (18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

W. J. Gunn Witness	W. P. Morris (L. S.) Lessor
T. S. Carter Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
Witness	(L. S.) Lessor
Witness	(L. S.) Wife (Husband) of Lessor
D. R. Wallace W. C. Pennell Witness	ESSO STANDARD OIL COMPANY BY [signature] (L. S.)

* Note—*All blank spaces to be filled in prior to execution.*

See over for "Acknowledgment of the Lessor"

1988

(14) Lessor will not sell or otherwise dispose of the demised premises or any part thereof during the term of this lease or of any extension or renewal thereof unless Lessor shall have first received a separate acceptable bona fide offer for the purchase of the demised premises, and shall have notified Lessee in writing of the names of the party or parties making the same and the price, terms and conditions thereof; and Lessor agrees that Lessee shall thereupon have the prior right to purchase the demised premises at the same price and upon the same terms and conditions as are contained in such offer. Said right may be exercised at any time within sixty (60) days after Lessee's receipt of such written notice of said offer. Lessee's aforementioned right may be exercised by mailing at least two days before the date on which this option shall expire written notice of such exercise to Lessor by registered mail addressed to Lessor at the address above given; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. Upon the exercise of the option Lessee shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to the premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which case Lessee shall have such longer period. If Lessee fails to exercise its said right to purchase, and for any reason Lessor shall not thereafter sell or convey the demised premises to the party or parties making said offer at the price and upon the terms and conditions thereof, the foregoing conditioned prohibition against Lessor's sale or other disposition of the demised premises shall continue in full force and effect and Lessee's said prior right of purchase shall apply with respect to any new offer for the demised premises, all as more particularly provided above. The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF SOUTH CAROLINA }
COUNTY OF }

Personally appeared before me W. J. Gunn, who being duly sworn says that he saw W. P. Morris sign, seal and as his act and deed deliver the foregoing instrument for the purpose mentioned therein and that he with L. D. Carter witnessed the execution of the same.

Sworn to before me this 24th day of April 1958 W. J. Gunn

John D Gunn Jr
Notary Public for South Carolina

(Corporate acknowledgment for Lessee)

NORTH CAROLINA
MECKLENBURG COUNTY

Personally appeared before me D. R. Wallace, who being duly sworn says that he saw the Esso Standard Oil Company by its Assistant Division Manager, J. R. Jones, sign, seal and as its act and deed deliver the foregoing instrument for the purposes mentioned therein and that he, with W. L. Pennell, witnessed the execution of the same.

SWORN to before me this 26) day of August, 1958) D. R. Wallace

(SEAL)

W. L. Pennell
Notary Public

My Commission Expires:
My Commission Expires December 30, 1959

SCHEDULE "A"

Type A-57 Station of Masonry and Stucco, with 2-Bays and 2-Rest Rooms.

"Consent of Owner" clause, when necessary is attached as a separate rider.

551

DEEDS

271-C (11/57) (LESSOR IMPROVED SERVICE STATION)

LEASE BOOK 110, PAGE 200

200

AMOCO

For Cancellation See This Book P-316

THIS **AGREEMENT AND LEASE**, made and entered into this Nineteenth day of June. in the year one thousand nine hundred and Fifty Eight. by and between Bessie Z.Novit and Albert J.Novit, her husband, of 205 Memorial Avenue, Walterboro, South Carolina. hereinafter called "LESSOR", and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors, sublessees and assigns, the property situate in The Town of Walterboro, County of Colleton, State of South Carolina.

and more particularly described, as follows: BEGINNING at a point in the Eastern margin of Jefferies Boulevard(U.S.Hwy No.15) said Point being the Southwest Corner of Property now or formerly of H.H.Sweat, and running thence With Sweats South Property line South 83 degrees oo minutes East a distance of OneHundred Fife and Five tenths (105.5) Feet; to a point; thence South 08 deg. 00 min. West a distance of Fifty Seven and two tenths (57.2) Feet to a point; thence North 84 deg. 45 min. West a diatance of Eight and Nine tenths (8.9) Feet to a point; thence South 05 deg. 15 min. West a distance of Forty Five and No/100 ($ 45) Feet to a point in the Northern margin of Wichman St. (U.S.Hwy No.17-A) thence with said margin of Wichman St (U.S.Hwy No. 17A) North82 Deg. 00 min West a distance of Ninety Nine and Three tenths (99.3) Feet to a Point, said Point beingthe beginning point of a curve to the right having a radius of Twenty (20) Feet thencewithsaid Curve a distance of Thirty Two (32) Feet to a point in the Eastern margin of Jeffeties Boulevard(U.S.Hwy No.15) thence with said Margin of Jefferies Blvd, (U.S.Hwy 15) North 20 Deg 30 Min East a distance of Seventy Nine (79) Feet; to the Point of Beginning, and being a portion of property conveyed by Dawhoo Chemical Company to Bessie Z.Novit et al, by Deed dated April 13, 1933, and Recorded in Book 67 at page 509,in the R.M.C.Office for Colleton County, S C. and also being a Portion of property conveyed by Freda L.Novit to Bessie Z.Novit by Deed Dated May 29, 1936, recorded in Book 71 at page 327, in the R.M.C.Officefor Colleton County S.C.

(as shown outlined in red on the plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the demised premises or thereunto belonging.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of Ten and Years (10) years beginning on the 1st. day of November. 1958, and ending on the 31st. day of October 1968. , 19 , hereinafter called "the original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions:

The sum of Two Hundred Seventy Five Dollars ($ 275.00) Dollars per month, payable onthe First day of each month in advance.

For assignment see this Book 110 at page 298.

For assignment see this Book Page 310

it being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned, viz.:

(a) An option to renew and extend this lease for a further term of Five (5) years next succeeding the term of this lease, at a rent during such renewal term of the same rental as stipulated for the Original term hereof. For Cancellation Agreement See this Book Page 316

(b) A further option to renew and extend this lease for a further term of Five. years next succeeding the expiration of the first renewal period above mentioned, at a rent during such second renewal term of Three Hundred Five Dollar ($ 305.00) Dollar payable per month, payable on the first day of each month.

(c) A further option to renew and extend this lease for a further term of Five.(5) years next succeeding the expiration of the second renewal period above mentioned, at a rent during such third renewal term of Three Hundred Thirty Five (335.00) Dollars per month, payable on the first day of each month in advance.

Recorded September 23, 1958, at 3 P.M

200A

~~(c) A further option to renew and extend this lease for a further term of ~~~~~~~~~~ years next succeeding the expiration of the third renewal period above mentioned, at a rent during such fourth renewal term of ~~~~~~~~~~

It being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions, options and provisions of this lease shall remain in full force and effect; it being further agreed that in the event LESSEE shall elect to exercise any of said options of renewal it shall do so by written notice to LESSOR not less than thirty days prior to the expiration of the then current term, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

5. (a) LESSOR, in consideration of this lease, hereby grants to LESSEE the option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements hereafter to be erected by LESSOR upon the demised premises under the provisions of this lease) at any time during the original term of this lease for the sum of No purchase options given except that contained in Clause B. Dollars ($ ---), and at any time during any renewal term or extension of this lease for the sum of ~~~~~~~~~~ Dollars ($ ~~~~~~), in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If LESSOR, at any time after the execution of this lease and prior to the expiration of the original term and any renewal or extension thereof, receives a bona fide offer or proposal to purchase the demised premises, which offer or proposal LESSOR desires to accept, or should LESSOR during any such time make any offer or proposal to sell the demised premises, LESSOR agrees to give LESSEE Forty-five (45) days' notice in writing of any such offer or proposal, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. LESSEE shall have the first option to purchase the demised premises within such Forty-five (45) day period at the same price and on the same terms of any such offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the said period and regardless of whether or not the premises are sold pursuant to the bona fide offer or proposal set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title, during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under either (a) or (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise either of said purchase options, LESSOR covenants and agrees, upon payment of the purchase price, to convey the said property to LESSEE, its successors and assigns, by a recordable instrument having good and marketable title in fee simple, with covenants of warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a reputable title guarantee company at such company's regular rates; taxes, water rent and other current expenses, and rent hereunder, to be adjusted as of date of settlement.

The purchase options granted herein shall cease and expire at the expiration of twenty-one years from and after the death of the last-dying of the individual or individuals signing this lease as parties-lessor therein; or in the event the LESSOR or one of the parties-lessor is a corporation at the expiration of twenty-one years from and after the death of the last survivor of the individuals signing and attesting this lease as officers of both the LESSOR and LESSEE corporations.

6. LESSOR shall, at his own cost and expense, erect upon the demised premises for the use of LESSEE, a gasoline service station, said improvements to be completed in accordance with plans and specifications numbered ..... and approved by LESSOR and LESSEE, as evidenced by their signatures thereon, which said plans and specifications are hereby made a part hereof by reference. All licenses and permits which may be required for the purpose of erecting and maintaining said gasoline service station improvements shall be secured from the proper authorities by the LESSOR, and LESSOR shall, upon the signing hereof, promptly make application for, and diligently proceed with such action as may be required to secure, such licenses and permits. Upon securing said licenses and permits, LESSOR shall promptly begin the construction of said service station improvements and shall complete the same and deliver possession thereof to LESSEE ready for operation within six months from the date of this lease. LESSOR covenants, in connection with the erection of said improvements, to save LESSEE harmless from all claims, judgments and liens resulting therefrom; and also covenants that should any liens or judgments be filed against the demised premises and remain unpaid, LESSEE may, at its option, pay the same and deduct such payment from the rent hereunder. It is further agreed that in the event said service station improvements shall not be completed by LESSOR and possession thereof delivered to LESSEE within six months from the date of this lease, then LESSEE shall have the right, at its option, to declare this lease null and void, or upon such default on the part of LESSOR in the erection of said improvements, LESSEE may, at its option, after securing the required licenses and permits therefor, proceed to erect said gasoline service station improvements upon the demised premises for the account of LESSOR (LESSEE being hereby authorized to raze and remove, without liability therefor, any and all existing buildings or improvements upon the demised premises), in which event LESSEE shall have the right to retain all rent to accrue and become payable under this lease and to apply the same to the repayment of the cost of such gasoline service station improvements together with interest to LESSEE at the rate of six per cent (6%) per annum calculated on all unpaid monthly balances of the total amount so advanced by LESSEE for the construction of said improvements, until the cost of such improvements, together with interest thereon as aforesaid, shall have been fully repaid to LESSEE; and in the event LESSEE shall erect said improvements under the provisions hereof, LESSOR does hereby irrevocably assign and transfer unto LESSEE all monthly rentals to accrue and become payable under this lease until such time as LESSEE shall be fully repaid all amounts so advanced by LESSEE for or on account of the construction of said service station improvements together with interests thereon as hereinbefore provided.

LESSEE covenants, in the event the required licenses and permits are secured, to furnish and install upon the demised premises, at its own cost and expense, such equipment and facilities as LESSEE deems necessary for use in the operation of its service station, all of which equipment, together with any additional buildings, improvements or equipment which LESSEE may hereafter erect or install upon the demised premises (consent to erect or install additional buildings, improvements or equipment being hereby given by LESSOR), shall at all times remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom all such buildings, improvements and equipment so belonging to LESSEE without any liability on LESSEE'S part for rent or as a holdover during such thirty-day period.

7. In the event the licenses and permits for erecting, maintaining or conducting a gasoline service station upon the demised premises shall at any time be revoked by City, County, State or other duly constituted authority, for reasons other than default or neglect on the part of LESSEE, or if for any other reason, not occasioned by any default or neglect on the part of LESSEE, LESSEE shall be lawfully prevented from occupying or using the demised premises as a gasoline service station, then LESSEE shall have the right, at its option, to terminate this lease by written notice to LESSOR.

8. LESSOR covenants that it is well seized of the demised premises, has a good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold LESSEE harmless from any loss by reason of any defect in the title. LESSOR covenants to pay all taxes and assessments of every nature upon the demised premises, including the land and all improvements of LESSOR thereon, and agrees to notify LESSEE immediately upon any default in the payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and LESSEE shall have the right to make such defaulted payments for the account of LESSOR. Any sums so advanced by LESSEE, including costs and attorneys' fees incurred by LESSEE in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or LESSEE may require LESSOR to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to LESSEE, LESSEE may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

9. LESSOR covenants that LESSEE, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid and any renewal periods, and may sublease or demise to any subtenant the whole or any part of the premises leased hereunder either during the original term hereof or during any of the renewal terms or both.

LESSOR [illegible]

271-C (11/57)
SHEET 2

200B

10. In the event of any change in grade of any adjoining streets, alleys or highways, or in the event the demised premises, or any part thereof, shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of LESSEE is not suitable for the operation of a gasoline service station, this lease, at the option of LESSEE, shall terminate without further liability on the part of LESSEE, or LESSEE may continue in possession of remaining portion of the demised premises, in which event the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of LESSEE to any award for damages to it or to its leasehold interest caused by such taking, whether separately or as a part of a general award.

11. Any notice required or permitted to be sent to LESSOR hereunder shall be sufficient if delivered in writing personally or sent by U. S. Certified Mail addressed to Albert J.Novit,

at P.O.Box. 148, Walterboro, South Carolina.

Any rent or other payment hereunder due to LESSOR shall be paid by check to Albert J.Novit.

at P.O.Box. 148, Walterboro, South Carolina.

Any notice required or permitted to be sent to LESSEE hereunder shall be sent by U. S. Certified Mail addressed to LESSEE

at P.O.Box. 2509 Charlotte north Carolina.

provided that either party may change the person or the address to which notices or rentals or other payments shall be sent upon written notice to the other. The date of mailing shall be deemed the date of giving the notice or paying the rent or making any other payment, as the case may be.

12. LESSOR covenants that no conveyance, assignment by or other change of interest of LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by U. S. Certified Mail, and in no event shall such conveyance, assignment or other change of interest affect this lease or the renewal or purchase option rights of LESSEE hereunder.

13. LESSOR covenants that it will not, at any time this lease or any renewal or extension is in effect, or at any time within a period of ten (10) years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling any petroleum products upon any property within a radius of two thousand (2,000) feet of the boundary lines of the property hereby demised, and any deed from LESSOR to LESSEE will so provide; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purpose any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any petroleum product other than products of LESSEE; and LESSOR further covenants that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during such period for any purposes herein prohibited.

14. LESSOR covenants to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements, upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenantable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage, LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenantable for the purposes of a gasoline service station.

15. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

16. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties-lessor jointly and severally.

17. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

18. LESSOR and LESSEE agrees that this lease is not in consideration for or dependent or contingent in any manner upon any other contract, lease or agreement between them, and that the term, rental and other provisions of said lease are not intended by said parties to be tied in with any other such contract, lease or agreement; but, on the contrary, this lease and all of its provisions are entirely and completely independent of any other transaction or relationship between the parties.

19. This lease shall not be deemed to be accepted by LESSEE or binding upon it unless the same shall have been duly signed by its General Manager Sales. and an executed copy thereof delivered to LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

WITNESS: as to both

Robert A Ratcliffe

Joseph L. Russo F.V. Daniel.

Bessie Z.Novit. (SEAL)

Albert J.Novit. (SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Ettore S.Capecelatro.

Joseph L.Russeo.

THE AMERICAN OIL COMPANY

By ~~Ettore S.Capecelatro.~~ Jas, T.Carney. (SEAL)

ATTEST: General Sales Manager.

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ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON. SS.
PERSONALLY appeared before me Robert A.Ratcliffe and made oath that he saw the within named Bessie Z.Novit and Albert J.Novit, her husband, sign, seal and as their act and Deed deliver the within Lease and for the uses and Purposestherein mentioned, and that he with E.V.Daniel Witnessed the Execution thereof.
SWORN to before me this 19th day of June 1958.
Howard E.Thomas.
Notary PUblic for S.C. Robert A.Ratcliffe.
Seal Affixed.

STATE OF NEW YORK.
COUNTY OF NEW YORK. SS.
PERSONALLY appeared before me Ettore S.Capecelatro, who being duly sworn says that he saw Jas. N.Carney, General Manager, Sales, of the American Oil Company, sign and execute the Foregoing Lease and that he with Joseph L.Russo, witnessed the Execution thereof and Delivery thereof and as the Act and Deed of the said The American Oil Company.
SWORN to before me this 10th day of September 1958.
Joan Corless. Ettore S.Capecelatro.
Notary public for S.C.
Seal Affixed.
My commission expires 3-30-59.

Doc Stamps - $13.20
affixed to original

Lease No.

BETWEEN

AND THE AMERICAN OIL CO.

107

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STATE OF SOUTH CAROLINA. }
COUNTY OF COLLETON. }

ASSIGNMENT OF INTEREST IN CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: That I, Noil W.Spell, of Walterboro South Carolina, for and in consideration of Five and No/100 ($ 5.00) Dollars to me paid by Dan V.Pellum and Dell S.Pellum, the receipt whereof is hereby Acknowledged, do hereby Assign, trasnfer and Set over unto the said Dan V.Pellum and Dell S.Pellum, all my Interest in that Certain contract with First Federal Savings and Loan Association of Beaufort, South Carolina, same being for the Purchase of that Certain Lot known and Designated as Lot No. 12 in East Peurifoy Terrace, Colleton County, South Carolina.

Said Contract being that One of Date April 30, 1958, and Recorded in the R.M.C.Office for Colleton County in Book 110 at page 188.

IN WITNESS WHEREOF I have hereunto set my hand and Seal this 27th day of September 1958.

Noil W.Spell.

Witness:
Marguerite S.Kinard.
O.H.Rhodes.

Recorded October 25th, 1958 at 4 P.M

DEEDS

203

STATE OF SOUTH CAROLINA. } ASSIGNMENT OF INTEREST IN CONTRACT.
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS: That I, Noll W.Spell, of Walterboro South Carolina, for and in consideration of Five and No/100 ($ 5.00) Dollars to me paid by Dan V.Pellum and Dell S.Pellum, the receipt whereof is hereby Acknowledged, do hereby Assign, transfer and Set over unto the said Dan V.Pellum and Dell S.Pellum, all my Interest in that Certain contract with First Federal Savings and Loan Association of Beaufort, South Carolina, same being for the Purchase of that Certain Lot known and Designated as Lot No. 12 in East Peurifoy Terrace, Colleton County, South Carolina.

Said Contract being that One of Date April 30, 1958, and Recorded in the R.M.C.Office for Colleton County in Book 110 at page 108.

IN WITNESS WHEREOF I have hereunto set myhandand Seal this 27th day of September 1958.

Noll W.Spell.

Witness:
Marguerite S.Kinard.
O.H.Rhodes.

xRecorded October 25th, 1958 at 4 P.M.

BOOK 110

DRAINAGE CANAL EASEMENT 110X 204

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, Quincy Magwood, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement fifty (50)' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artifically conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10TH day of NOVEMBER, 1958.

Quincy Magwood (SEAL)

Witnesses:

J. E. Mocha

[signature]

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. MOCHA and made oath that he saw QUINCY MAGOOD sign, seal, and as his act and deed deliver the within-written instrument, and that he with J. M. PADGEH, JR. witnessed the execution and delivery thereof.

J. E. Mocha

Sworn to before me this 12th day of November, 1958.

[signature]
Notary Public of South Carolina

Recorded this ___ day of ___ A. D. 1958
Recorded Page 5
11-13
Clerk of Court
Colleton County, S. C.

1203

110X 204

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, Quincy Magwood, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50)' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artifically conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10th day of November, 1958.

Quincy Magwood (SEAL)

Witnesses:

J. E. Mocha

[signature]

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. MOCHA and made oath that he saw QUINCY MAGOOD sign, seal, and as his act and deed deliver the within-written instrument, and that he with J. M. PADGEN, JR. witnessed the execution and delivery thereof.

J. E. Mocha

Sworn to before me this 12th day of November, 1958.

[signature]
Notary Public of South Carolina

Recorded this ___ day of ___ A.D. 19__ Page 5
11-13
Clerk of Co...
Colleton County, S. C.

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DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I,_____,
an individual of_____County, South Carolina, for good and
valuable consideration, the receipt and adequacy whereof I hereby acknowledge,
do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors
and assigns, a right of way and easement_____' in width for the construction,
operation, repair, improvement and maintenance of a drainage canal and drain,
for conducting and flowing water thereon, with the right to flow and have
flow water therein from whatever source and whether naturally flowing therein
in or artificially conducted or brought thereto, along and across my lands
in_____County, South Carolina, the location of the
drainage canal being designated as proposed R/W for ditch on a sketch which
is attached and made a part hereof; together with the right of access and
ingress to and from the drainage canal. I further waive any claim I have,
or may in the future have, arising from the drainage on my lands being
affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said
West Virginia Pulp and Paper Company, its successors and assigns, forever,
subject to the condition that West Virginia Pulp and Paper Company shall be
responsible for any injury or damage to the person or property of third
persons caused solely by its negligence in the construction or use of the
drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this_____
day of_____, 19__.

Witnesses:

_____(SEAL)

_____

_____

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me_____
and made oath that he saw_____sign, seal, and
as his act and deed deliver the within-written instrument, and that he with
_____witnessed the execution and delivery
thereof.

_____

Sworn to before me this

_____day of_____, 19____.

_____

Notary Public of South Carolina

BOOK 110

206

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, M. J. O'Quinn, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement fifty (50) Ft. in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of November, 1958.

M J O'Quinn (SEAL)

Witnesses:

R. J. Fast

S. E. Mocha

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me R. J. Fast and made oath that he saw M. J. O'Quinn sign, seal, and as his act and deed deliver the within-written instrument, and that he with S. E. Mocha witnessed the execution and delivery thereof.

R. J. Fast

Sworn to before me this 11th day of November, 1958.

Notary Public of South Carolina

11-13-58

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206

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, M. J. O'Quinn, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement fifty (50) Ft. in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of November, 1958.

M. J. O'Quinn (SEAL)

Witnesses:

R. J. Fast

E. E. Mocha

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me R. J. Fast and made oath that he saw M. J. O'Quinn sign, seal, and as his act and deed deliver the within-written instrument, and that he with E. E. Mocha witnessed the execution and delivery thereof.

R. J. Fast

Sworn to before me this 11th day of November, 1958.

Notary Public of South Carolina

11-13-58

DEEDS

207

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, _____, an individual of _____ County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement _____, in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in _____ County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 195__.

_____ (SEAL)

Witnesses:

_____

_____

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me _____ and made oath that he was _____ sign, seal, and as his act and deed delivery the within written instrument, and that he with _____ witnessed the execution and delivery thereof.

_____

Sworn to before me this _____ day of _____, 19__.

_____

Notary Public of South Carolina

BOOK 110

208

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, Abraham Pinckney, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50) Ft. ' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 8TH day of NOVEMBER, 1958.

Abraham Pinckney (SEAL)

Witnesses:

J. E. Mocha

E. B. Smith

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. MOCHA and made oath that he saw ABRAHAM PINCKNEY sign, seal, and as his act and deed deliver the within-written instrument, and that he with JOHN PADGETT, JR witnessed the execution and delivery thereof.

J. E. Mocha

Sworn to before me this
12TH day of November, 1958.

E. B. Smith
Notary Public of South Carolina

11-13-58

DEEDS

207

BOOK 110

208

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, Abraham Pinckney, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50) Ft. ' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 8th day of November, 1958.

Abraham Pinckney (SEAL)

Witnesses:

J. E. Mocha

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. Mocha and made oath that he saw Abraham Pinckney sign, seal, and as his act and deed deliver the within-written instrument, and that he with Jno. Padgett, Jr. witnessed the execution and delivery thereof.

J. E. Mocha

Sworn to before me this
12th day of November, 1958.

Notary Public of South Carolina

11-13-58

207

208

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, Abraham Pinckney, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50) Ft. in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 5th day of November, 1958.

Abraham Pinckney (SEAL)

Witnesses:

J. E. Mocha

E. M. Ladson, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. Mocha and made oath that he saw Abraham Pinckney sign, seal, and as his act and deed deliver the within-written instrument, and that he with Jno. Padgett, Jr. witnessed the execution and delivery thereof.

J. E. Mocha

Sworn to before me this
12th day of November, 1958.

B. C. Smith

Notary Public of South Carolina

11-13-58

DEEDS

209

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, _____, an individual of _____ County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement _____ in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in _____ County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp And Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp And Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 193__.

_____ (SEAL)

Witnesses:

_____

_____

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. Mocha and made oath that he saw Abraham Pinckney sign, seal, and as his act and deed deliver the within-written instrument, and that he with Jim Fagan Jr witnessed the execution and delivery thereof.

_____

Sworn to before me this

12th day of November, 1958.

_____

Notary Public of South Carolina

11-13-58

210

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, William Perkins, an individual of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50)' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artifically conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10TH day of NOVEMBER, 1958.

William Perkins (SEAL)

Witnesses:

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J. E. MOCHA and made oath that he saw WILLIAM PERKINS sign, seal, and as his act and deed deliver the within-written instrument, and that he with J. M. PADGETT, JR. witnessed the execution and delivery thereof.

Sworn to before me this
12th day of November, 1958.

Notary Public of South Carolina

11-13-58

DEEDS

211

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, _____, an individual of _____ County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement _____' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artificially conducted or brought thereto, along and across my lands in _____ County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 195__.

_____ (SEAL)

Witnesses:

_____

_____

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me _____ and made oath that he saw _____ sign, seal, and as his act and deed deliver the within-written instrument, and that he with _____ witnessed the execution and delivery thereof.

_____

Sworn to before me this

_____ day of _____, 19__.

_____

Notary Public of South Carolina

BOOK 110

212

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That We of The Ashepoo River Lumber Company, of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50)' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artifically conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of November, 1958.

H A Dawkins (SEAL)

Witnesses:

J A Poole

Ollie C Searson

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J A Poole and made oath that he saw H A Dawkins sign, seal, and as his act and deed deliver the within-written instrument, and that he with Ollie C Searson witnessed the execution and delivery thereof.

J A Poole

Sworn to before me this
17 day of November, 1958.

Frances A Brant
Notary Public of South Carolina

11-18-58
9 am

STATE OF NORTH CAROLINA
COUNTY OF

Personally appeared before me _____, who being duly sworn, says that he is the Attorney-in-fact for _____, the grantor in the foregoing deed, and that said deed was executed by _____ in the name and on behalf of said grantor by authority duly given and as the act of said grantor; and that he is not a party to or interested in the transaction.

Sworn to before me this _____ day of _____, 19__.

_____
Notary Public of North Carolina

My commission expires:

_____
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and official stamp or seal, this _____ day of _____, 19__.

_____
Notary Public

My commission expires:

212

DRAINAGE CANAL EASEMENT

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That XX We of The Ashepoo River Lumber Company, XXXXXXXXXXXXX of Colleton County, South Carolina, for good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors and assigns, a right of way and easement Fifty (50) ' in width for the construction, operation, repair, improvement and maintenance of a drainage canal and banks, for conducting and flowing water therein, with the right to flow and have flow water therein from whatever source and whether naturally flowing therein or artifically conducted or brought thereto, along and across my lands in Colleton County, South Carolina, the location of the drainage canal being designated as proposed R/W for ditch on a sketch which is attached and made a part hereof; together with the right of egress and regress to and from the drainage canal. I further waive any claim I have, or may in the future have, arising from the drainage on my lands being affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of November, 1958.

H A Hanlon (SEAL)

Witnesses:

J. A. Poole

Ollie C. Searson

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me J A Poole and made oath that he saw H A Hanlon sign, seal, and as his act and deed deliver the within-written instrument, and that he with Ollie C. Searson witnessed the execution and delivery thereof.

J. A. Poole

Sworn to before me this

17 day of November, 1958.

Frances A Brant
Notary Public of South Carolina

11-18-58
9 am

DEEDS

213

STATE OF SOUTH CAROLINA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, That I, _____, in the
consideration of _____ County, South Carolina, for good and
valuable consideration, the receipt and adequacy whereof I hereby acknowledge,
do hereby grant to WEST VIRGINIA PULP AND PAPER COMPANY, its successors
and assigns, a right of way and easement _____, in which for the perpetuation,
operation, repair, improvement and maintenance of a drainage canal and ditch,
for conducting and flowing water thereon, with the right to flow and have
flow water thereon from whatever source and whether naturally flowing there-
in or artificially conducted or brought thereto, along and across my lands
in _____ County, South Carolina, the location of the
drainage canal being designated on proposed R/W for ditch on a sketch which
is attached and made a part hereof; together with the right of egress and
ingress to and from the drainage canal. I further waive any claims I have
or may in the future have, arising from the drainage on my lands being
affected by the location, construction or use of the drainage canal.

TO HAVE AND TO HOLD, all the said rights and easement unto the said West Virginia Pulp and Paper Company, its successors and assigns, forever, subject to the condition that West Virginia Pulp and Paper Company shall be responsible for any injury or damage to the person or property of third persons caused solely by its negligence in the construction or use of the drainage canal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____
day of _____, 19__.

_____ (SEAL)

Witnesses:

_____

_____

STATE OF SOUTH CAROLINA
COUNTY OF

Personally appeared before me _____
and made oath that he saw _____ sign, seal, and
as his act and deed deliver the within-written instrument, and that he with
_____ witnessed the execution and delivery
thereof.

_____

Sworn to before me this

_____ day of _____, 19____.

_____
Notary Public of South Carolina

BOOK 110

214

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Luarthn C. Salley

of Walterboro, South Carolina, the sum of One and No/100 ($1.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that certain lot, piece, or parcel of land, with all improvements now thereon and which may be placed thereon during the term of this agreement, situate, lying and being in Civic Center Extension, in the Town of Walterboro, County of Colleton and State of South Carolina, being known and designated as Lot twenty (20) on a plat of said Civic Center Extension, made by S. S. Snoek, Surveyor, dated November 18, 1950, said lot herein described measuring on its Northern and Southern boundary lines fifty (50) feet each, and on its Eastern and Western boundary lines one hundred (100) feet each; and being bounded on the North by Durham Street; on the East by lot number Nineteen (19) of said subdivision; on the South by Cedar Hill Subdivision, and on the West by Louis Street, be the said measurements as given above more or less; all of which is fully shown by the plat hereinabove referred to.

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, by Master's Deed dated 13 October 1958 and recorded in Deed Book 123, Page 135, Office of the Clerk of Court for Colleton County, South Carolina.

The purchase price for this property is Two Thousand Four Hundred and No/100 ($2,400.00) Dollars, to be payable as follows, to-wit:

(a) The amount of Two Hundred ($200.00) Dollars payable on January 1, 1959; and

Recorded 12-2-58 4 P.M.

214A

(5) Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Two Thousand Two Hundred and No/100 ($ 2,200.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Luertha C. Salley ~~(this)~~ (her) ~~(their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Twenty and No/100 ($ 20.00) Dollars each, commencing on the first day of February, 19 59, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Luertha C. Salley shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Luertha C. Salley to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 2nd day of December, 19 58, and witness the Hand and Seal of the within Luertha C. Salley this 2nd day of December, 19 58.

Signed, Sealed and Delivered in Presence of:

Carol V. Weaver

Myrtle B Capps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By C. Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Carl R Hookstra

CARL R. HOOKSTRA, *Secretary-Treasurer.*

J. W. Sheridan

Norma S. Miley

Luertha C Salley (SEAL)

Purchaser.

(SEAL)

Purchaser.

214B

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Carol V. Weaver who, on oath, says that she saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that she with Myrtle G. Epps witnessed the execution thereof.

Carol V. Weaver

SWORN to before me, this 2nd day of December, 19 58

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me J. W. SKARDON and made oath that he saw the within-named Lucrtia C. Salley sign, seal, and, as her act and deed, deliver the within-written Sales Contract; and that he with NORMA S. MILEY witnessed the execution thereof.

J. W. Skardon

SWORN to before me, this 2ND day of December, 19 58

Norma S. Miley (SEAL)
Notary Public for South Carolina.

NOT NECESSARY

STATE OF SOUTH CAROLINA,
COUNTY OF

I, _____, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this _____ day of _____, A. D. 19____ _____(SEAL)

_____(SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

Luertha C. Salley

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

215

216

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Benjamin F. Elliott and Bessie H. Elliott

of Walterboro, South Carolina, the sum of One and No/100 ——————

—————— ($ 1.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the East Side of Wichman Street in the Town of Walterboro, County of Colleton, State of South Carolina, measuring and bounded as follows: On the North by East Wichman Street and measuring thereon fifty (50) feet; on the South by lot of Murray, formerly Hyrne, and measuring thereon forty (40) feet; on the East by lot of Parker, formerly Hyrne, and measuring thereon two hundred forty-three and one-half (243½) feet; and on the West by lot of Fraser and measuring thereon two hundred forty-three and one-half (243½) feet.

Being the same property conveyed to the within First Federal Savings and Loan Association of Beaufort by Deed of Charles R. Blackburn and Nadine W. Blackburn dated August 9, 1958, and recorded in Deed Book 122, Page 514, Office of the Clerk of Court for Colleton County.

As an additional consideration the within Benjamin F. Elliott and Bessie H. Elliott agrees and binds themselves to put in a reasonably good state of repair the dwelling house on the above described property, and to complete such repairs as may be reasonably necessary to accomplish that purpose, by or not later than February 28, 1959.

11 am

12- 5-58

216A

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Four Thousand Five Hundred and No/100 ($ 4,500.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Benjamin F. Elliott and Bessie H. Elliott (his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Fifty and No/100 ($ 50.00) Dollars each, commencing on the first day of March, 19 59, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assesaments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Benjamin F. Elliott and Bessie H. Elliott shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Benjamin F. Elliott and Bessie H. Elliott to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 2nd day of December, 19 58, and witness the Hand and Seal of the within Benjamin F. Elliott and Bessie H. Elliott this 2nd day of December, 19 58.

Signed, Sealed and Delivered in Presence of:

Carol Y Weaver

Myrtle L Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By: Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

Carl R Hookstra
CARL R. HOOKSTRA, *Secretary-Treasurer.*

Margaret D Kinard

Osborne H Rhodes

Benjamin F. Elliott (SEAL)
Benjamin F. Elliott *Purchaser.*

Bessie H. Elliott (SEAL)
Bessie H. Elliott *Purchaser.*

216B

-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Carol V. Weaver who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle O. Epps witnessed the execution thereof.

Carol V Weaver

SWORN to before me, this 2nd day of December, 19 58.

Myrtle O. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within-named Benjamin F. Elliott and Bessie H. Elliott sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that she with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S Kinard

SWORN to before me, this 5th day of December, 19 58

Osborne H Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, Osborne H. Rhodes, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Bessie H. Elliott the wife of the within-named Benjamin F. Elliott, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 5th day of December, A.D. 19 58

Bessie H. Elliott (SEAL)
Bessie H. Elliott

Osborne H Rhodes (SEAL)
Notary Public for South Carolina.

DEEDS

217

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

BENJAMIN F. ELLIOTT AND BESSIE R. ELLIOTT

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____,

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

218

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Albert E. Austin

of Walterboro, South Carolina, the sum of Two Hundred and No/100 ——

—— ($ 200.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or lot of land, with the buildings thereon, situate, lying and being on the eastern edge of Walterboro, in the County of Colleton, State of South Carolina, shown and delineated as Lot No. Nine (9) on a plat of that subdivision by Harry M. Fripp, Registered Surveyor, of date April 25, 1949, measuring and containing Eighty-three (83) feet on the Northeastern and Southwestern lines, and One Hundred twenty-five (125) feet on the Southeastern and Northwestern lines, be the said measurements, more or less, and bounded on the Northeast by a street; Southeast by Lot No. Eight (8); Southwest by Lot No. Twenty (20); and Northwest by Lot No. Ten (10).

ALSO;
All that piece, parcel or lot of land situate, lying and being on the Eastern edge of Walterboro, in the County of Colleton, State of South Carolina, with the buildings and improvements thereon, shown and delineated as Lot No. Twenty (20) on a plat of that subdivision by Harry M. Fripp, Registered Surveyor, of date April 25, 1949, measuring and containing Eighty-three (83) feet on the Northeastern and Southwestern lines and One Hundred twenty-seven and nine-tenths (127.9) feet on the Southeastern line, and One Hundred twenty-seven and three-tenths (127.3) feet on the Northwestern line, be the said measurements more or less, and bounded on the Northeast by Lot No. Nine (9); Southeast by Lot No. Twenty-one (21); Southwest by a street; and Northwest by Lot No. Nineteen (19).

Being the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of William D. Overland and Helen M. Overland dated the _____ day of November, 1958, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina.

Recorded 12-12-58

Consent to Sale

218 A

Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of Three Thousand Six Hundred and No/100 ($3,600.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Albert E. Austin (his) ~~(her) (their)~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ($30.00) Dollars each, commencing on the first day of February, 19 59, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Albert E. Austin shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Albert E. Austin to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hoekstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 3rd day of December, 19 58, and witness the Hand and Seal of the within Albert E. Austin this 3rd day of December, 19 58.

Signed, Sealed and Delivered in Presence of:

Myrtle B. Epps

Carol V. Weaver

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

Carl R. Hoekstra

CARL R. HOEKSTRA, *Secretary-Treasurer.*

Mary Nell E. Jenkins

Thomas S. Mulig

Albert E. Austin (SEAL)

Purchaser.

(SEAL)

Purchaser.

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-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Carol V. Weaver, who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps witnessed the execution thereof.

Carol V. Weaver

SWORN to before me, this 3rd day of December, 19 58

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me MARY NELL E. JENKINS and made oath that he saw the within-named Albert E. Austin sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that he with NORMA S. MILEY witnessed the execution thereof.

Mary Nell E. Jenkins

SWORN to before me, this 3RD day of December, 19 58

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, NORMA S. MILEY, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named Albert E. Austin, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 3RD day of December, A. D. 19 58

Audrey Mae B. Austin (SEAL)

Norma S. Miley (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

ALBERT E. AGUYIR

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____ of _____, Page _____

Clerk of the Court of Common Pleas and General Sessions for _____ County.

DEEDS

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Henry C. Crosby and Marion C. Prine

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

LEASE AGREEMENT

Indenture made this 15th day of November 1958, by and between Henry C. Crosby of Walterboro, South Carolina, hereinafter called the Lessor, which expression shall be taken to include his heirs, executors, administrators and assigns, and Marion C. Prine of Walterboro, South Carolina hereinafter called the Lessee, which expression shall be taken to include his heirs, administrators, executors and assigns.

WITNESSETH:

The Lessor does hereby lease unto the Lessee the below described property on which is located one store building. The said property upon which the store, as above mentioned, is located is described as follows:

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, on the North side of State highway 63, formerly U. S. Highway 17, just East of the town of Walterboro in Walterboro School District, County of Colleton and State of South Carolina, and bounded now or formerly as follows: North by Lot 34, property of T. E. Hudson; East by lot of Broderick, formerly Patterson and lot of Novit et al, formerly Coralie Padgett; On the South by State Highway 63, formerly U. S. Highway No. 17, and West by lot of Richard Rhone and lots 26, 25 and 24 owned by T. E. Hudson.

Said lot herein described measuring 100 feet, more or less, on the northern and southern lines respectively and measuring 250 feet, more or less, on the eastern and western lines respectively being lots 29, 30,31,32 and 33 on a plat of C. E. DuRant, Surveyor, dated 28 January 1939 and recorded 14 Feb. 1940 in the office of the Clerk of Court for ColletonCounty in Plat Book 3, page 52. This being the same lot of land conveyed to Henry C. Crosby by Ted C. Hodges by deed dated August 18, 1958, and recorded in the R. M. C. Office for Colleton County in Deed Book _____, page _____.

The Lessor further leases unto the Lessee all equipment located in the store building, Lessor and Lessee having previously agreed among themselves as to what pieces of equipment are included under this Lease Agreement.

It is further agreed and understood between Lessor and Lessee that the Lessee will be responsible for all repairs that is necessary to keep the equipment in operating condition. The owner agrees to replace any uits that cannot be repaired.

TO HAVE AND TO HOLD the above leased real estate and personal property unto the Lessee, his heirs and assigns, for a period of five (5) years, same being from November 15, 1958 to November 15, 1963.

The Lessee covenants with Lessor to pay a rental of Seventy-five and no/100 (75.00) dollars per month, payable in advance and on the 15th day of each month. First payment to be made on November 15, 1958.

The Lessee further covenants with the Lessor that in the event he has to discontinue the operation of this business he will not set up any new or similar business within a radius of one and one-half (1½) miles from the Lessor's property.

The Lessee further agrees not to commit waste or permit the same and to permit the Lessor to enter at all reasonable times to view the condition of the said premises.

The Lessor agrees with the Lessee that the Lessee paying and performing and observing the agreements contained may peaceably hold the said premises during the said term without interruption by the Lessor or any person claiming under them.

IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals this 15th day of November 1958.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Marguerite S. Kinard
Osborne H. Rhodes.

Henry C Crosby, Lessor

Marion C. Price, Lessee

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Marguerite S. Kinard, and made oath that she saw the within named Henry C. Crosby and Marion C. Prine, sign, seal and as their act and deed, deliver the within written lease, for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Marguerite S. Kinard

Sworn to before me this 15th day of November 1958.
Osborne H. Rhodes (L.S.)
Notary Public for South Carolin a

Recorded 9 Jan. 1959. 4 p.m.

0221
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STATE OF SOUTH CAROLINA

L E A S E

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That

I, S. L. Richenbaker, for, and in consideration of, the sum of Fifty and no/100 Dollars ($50.00) dollars to me in hand paid, receipt of which is hereby acknowledged, and do hereby lease unto Culpepper Lumber Company for a period of one (1) year the following tract or lot of land, to wit:

All that piece, parcel or tract of land, situated, lying and being in the county and state aforesaid, measuring and containing eight (8) acres, more or less, and bounded by lands of South Carolina Highway, H&B Railroad, Ferguson and S. L. Rimkenbaker,

The said Culpepper Lumber Company is to have the right to erect a sawmill,planing mill and other necessary buildings on the said property and to have all necessary use of the land in connection with the operation of a sawmill and planing mill.

The said Culpepper Lumber Company is to have the right to renew this lease after its expiration from year to year for a period of ten (10) years upon the payment in advance of the sum of Fifty and no/100 dollars ($50.00) per year.

The said Culpepper Lumber Company is to have the right to remove any and all buildings, equipment and machinery from the said premises at any time during the life of this contract.

I do hereby bind myself, my heirs, executors and administrators to all the covenants above written.

Done at Walterboro this 26th day of Sept. 1958.

Shumate L. Rickenbaker

In the presence of:
Mary Smith
A. J. Ulmer

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared Mary Smith who, being duly sworn, says that she saw the within named S. L. Rickenbaker sign, seal, and, as his act and deed, deliver the above written lease, and that she together with A. J. Ulmer witnessed the execution thereof.

Mary Smith

SWORN to before me this
26th day of Sept. 1958
A. J. Ulmer
Notary Public for S. C.

Recorded 3/20/59 - 11 A. M., A. B. Crosby, Clerk

BOOK 110

FORM FHA-188
(10-8-58)

POSITION 5

U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

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STATE South Carolina
COUNTY Colleton

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $50.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller") who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

Russell and Jennie F. Kinard, Lodge, S. C.
(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

Tract No. 1: All that piece, parcel or tract of land, located in Lodge School District, Colleton County, South Carolina, measuring and containing seventy-five (75) acres, more or less, and being bounded as follows to wit: On the North by lands of Russell and Jennie F. Kinard; On the East by run of Willow Swamp, same separating this tract from lands of P. H. Johns; On the South by lands of Johnnie Stanley; and on the West by other lands of Russell and Jennie F. Kinard.

Tract No. 2: All that piece, parcel or tract of land, located in Lodge School District, Colleton County, South Carolina, measuring and containing twenty (20) acres, more or less, and being bounded as follows to wit: On the North by lands of Russell and Jennie F. Kinard and C. P. Kay; On the East by lands of Russell and Jennie F. Kinard; On the South by lands of Johnnie Stanley; and on the West by lands of Lightsey Brothers.

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others:

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Administrator of the Farmers Home Administration, or his delegate, hereinafter called the "Government" for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $1950.00; said amount being in addition to the $50.00 above mentioned.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title in-insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

Recorded 1-13-59
10 am

FHA-188

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, serial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer at any time while the offer herein shall remain in force, by mailing, telegraphing or deliver- in person a written notice of acceptance of the offer herein to Jefferson F. Kinard, at Lodge in the city of Lodge, County of Colleton, State of South Carolina

The offer herein shall remain irrevocable for a period of three months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the three months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction.

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 13 day of January, 1959

WITNESSES:

Marguerite A. Kinard — Jefferson F. Kinard (Seller) (Husband)*

Thos. H. Rhodes — Lucia H. Kinard (Seller) (Wife)*

Russell Kinard (Buyer) (Husband)

Jennie F. Kinard (Buyer) (Wife)

* (Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____ State of _____, on the _____ day of _____, 19____

(CORPORATE SEAL)

_____ (Name of corporation)

ATTEST _____ By _____

_____ Secretary _____ President.

ACKNOWLEDGMENT

Agriculture-A Prtg Ser-St Louis, Mo-2360

A Prtg Ser-St Louis, Mo-23600

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BOOK 110

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FINANCE-ALL, INC. Purchase Order #E-6956

STANDARD LEASE AGREEMENT

FINANCE-ALL, INC., a Corporation Atlanta, [redacted] having its principal office in [redacted] (hereinafter called the Lessor) does hereby lease to Georgia, WEST VIRGINIA PULP & PAPER COMPANY Charleston, South Carolina

(Hereinafter called the Lessee) the following described equipment:

One - HYSTER, Model TC-200, Pulpwood Loader

Motor #1788310, Serial #A7L2257B (WO-3303)

Effective December 1, 1958

Location: Walterboro, South Carolina

upon the terms and conditions hereinafter set forth.

1. Each item of equipment listed above is leased for a period of four years, which period is specified as the " term of this lease".

2. Lessee agrees to pay rental for the above described property in accordance with the following terms:

SEE SCHEDULE ATTACHED

Finance-All, Inc. 1199 Zonolite Rd,N.E.

Atlanta 6, Georgia

3. Rent shall be paid to [redacted] or to such other person, firm or corporation as [redacted] Finance-All, Inc. may, in writing, direct.

4. The equipment hereby leased shall not, without the written consent of the Lessor, be assigned or sublet or used by any one other than the Lessee or its employees.

5. (a) Lessor will deliver to Lessee the factory warranty form for each new item of equipment to enable Lessee to obtain customary warranty service furnished therefor by the manufacturer.

(b) Lessee will provide and pay for, at its own expense, all gasoline, lubricants and electric power as may be required for each item of equipment and all servicing and maintenance thereof, including repairs, parts, supplies, labor and tools necessary therefor. Lessor shall not be obligated to make any repairs or replacements except to the extent that its services may be hired and paid for by Lessee independently of this Lease Agreement.

(c) Lessee will, at its expense, at all times, during the term hereof, maintain each item of equipment in good operating order, repair and appearance, and, when not in use, keep the same in a covered area. It is understood and agreed that Lessee will cause the equipment to be operated only by competent employees, shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons which are satisfactory to Lessor.

(d) Lessee will not, without prior approval of Lessor, affix or install any accessory, attachment or other device to any item of equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments and devices furnished or affixed to such equipment shall thereupon, unless otherwise agreed in writing, become the property of Lessor.

6. Lessee shall, whenever requested, advise Lessor of the exact location of the equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purposes of inspection, at all reasonable times enter upon any job, building or place where the equipment is located and may remove the equipment forthwith, without notice to Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

1-26-59

724A

7. Lessee assumes all risk and liability for each item of equipment leased hereunder and for the use, operation, storage and/or delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom or because thereof, and Lessee will save and hold Lessor harmless from all claims and liens for storage, labor and materials and from all loss of and damage to said equipment and from all loss, damage, claims, penalties, liability and expense including attorney's fees, howsoever arising or incurred because of said equipment or the storage, maintenance, use or operation thereof, actual or alleged.

8. Lessee, at its expense, shall keep said equipment insured, at the full value thereof, against fire, theft and under extended coverage and shall adequately insure against property damage, all in amounts and companies as Lessor shall approve or require, with losses, if any, payable to Lessor or to Lessor's mortgagee (or conditional vendor) as their interests may appear. Lessee shall promptly deliver to Lessor evidence of insurance satisfactory to Lessor, together with receipts for premiums thereunder.

9. Lessee agrees, at the expiration of the term of this lease, to return each item of equipment to Lessor, freight prepaid, in the same operating condition, order, repair and appearance as when received (reasonable wear and tear excepted) and will pay for any repairs necessary to restore the same to its original condition, except to the extent that the same are actually paid or reimbursed to Lessor or other party in interest in full under and pursuant to insurance required under Section 8 herein.

In the event that any item of equipment be lost, stolen, destroyed or in the opinion of the Lessor damaged beyond repair, the Lessee shall pay to the Lessor a sum equal to the unpaid portion of the aggregate rental payments for that particular item of equipment plus ten per cent (10%) of the aggregate rental payments specified in Item 2; provided, however, Lessee shall be credited with the amount of insurance payment received by Lessor or its mortgagee (or conditional vendor) under policies required under Section 8 hereof, if an insurance recovery is effected thereunder.

10. (a) Lessee shall promptly pay all taxes, assessments and other governmental charges levied or assessed upon the interest of the Lessee on the equipment or upon use or operation thereof or earnings arising therefrom. Lessee shall promptly pay or reimburse Lessor for all taxes, assessments and other governmental charges levied or assessed against Lessor on account of its ownership of the equipment or for Lessee's use or operation thereof or any earnings arising therefrom, exclusive, however, of any taxes on the rentals herein provided (except any tax on rentals in substitution for, or which relieves Lessee from, the payment of taxes, for which it would otherwise be obligated hereunder). In the event any tax reports are required, Lessee will either make such reports showing Lessor's ownership of the equipment or will notify Lessor and will make such report in a manner satisfactory to Lessor.

(b) Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character arising out of or occasioned by such use.

11. The Lessee shall have the option to extend this lease for successive periods of one year each by giving to the Lessor ninety (90) days written notice prior to the expiration of the original term of this lease or any extension thereof, that he desires to extend it by an additional term of one year. This option shall be inoperative if the Lessee is in default or if the lease has been cancelled for any reason. Each extended term of this lease shall be subject to all terms of this agreement except that the rental for such extended term shall be equal to ten per cent (10%) of the aggregate rental specified in Paragraph 2 with respect to the item of equipment for which this lease is extended.

12. Lessor covenants to and with Lessee that, except as herein provided, Lessor is the owner of said equipment free from all encumbrances and that conditioned upon Lessee's performing the conditions hereof, Lessee shall peaceably and quietly hold, possess and use the equipment during said term without let or hindrance; provided, however, that Lessor may or has assigned the rents

FINANCE-ALL, INC.

RENTAL LEASE SCHEDULE

The terms of rental on the equipment as outlined in the Equipment Lease are as follows:

TOTAL AGGREGATE RENTAL (Representing four (4) yearly rental payments, for a Lease term of four (4) years, effective on date of delivery). $15,202.52

Rental Payment in Advance (Representing first year's payment in advance). 4,102.58

BALANCE OF RENTALS $11,099.94

Such balance is due in yearly payment, in advance each year, as follows:

Second Year ---------- $3,901.28

Third Year ---------- $3,699.98

Fourth Year ---------- $3,498.68

WEST VIRGINIA PULP & PAPER COMPANY

Witness

BY: C. H. Medlock

TITLE: Mgr. Wood Procurement

FINANCE-ALL, INC.

Witness

BY: H. Kirston Waring

TITLE: President

due and to become due hereunder and may give or has given as security a chattel mortgage or conditional sales contract on said equipment and, therefore, all right, title, interest and possession of the Lessor and the Lessee in said equipment under this Agreement are and shall be subject to the lien or any mortgages or conditional sales contracts now or hereafter made by Lessor. Nothing herein contained shall release Lessor of its obligations to Lessee hereunder provided that Lessee may not, as to Lessor's assignee of the rents, terminate this Lease or subject Lessee's obligations to pay money under said Lease to any diminution or right of set-off and no such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by Lessor under the terms of this Agreement.

13. Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default may not waive any other default. Lessor's rights hereunder are cumulative and not alternative.

14. In the event that Lessee defaults in any of the terms of this lease, or fails to pay any installment of rental when due, or should Lessee be the subject of any bankruptcy or receivership proceedings, or become insolvent, or to make an assignment for the benefit of creditors, or attempt to remove, sell, transfer, encumber, sublet or part with possession with any of the equipment leased hereby, then Lessor may at his option terminate this lease as to all or any of the items of equipment leased hereunder. In such event, all right, title, and interest of the Lessee to or in the use of such equipment shall absolutely cease and determine and thereupon Lessor may enter upon the premises of the Lessee or other premises where any of the said equipment may be and take possession thereof and thenceforth hold, possess and enjoy the same free from any right of the Lessee of its successors or assigns, including any receiver, trustee in bankruptcy, or creditors of the Lessee, to hold or use the equipment for any purposes whatsoever; that Lessor shall nevertheless have the right to recover from the Lessee any and all amounts which may be then due under the terms of this lease. As liquidated damages for the breach of this agreement Lessee shall pay to the Lessor, in addition to all rental installments then due, a sum equal to ten per cent (10%) of the aggregate rental for each item of equipment as specified in Paragraph 2 of this Lease, together with a reasonable sum for attorney's fees and expenses incurred in connection with the seizure, rental or sale of said equipment or in the enforcement of any right or privilege hereunder.

The remedies herein given shall not be deemed exclusive and shall not limit any other right or remedy which the Lessor may have under the law. Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law.

15. This is a contract of lease only and nothing herein shall be construed as conveying to Lessee any right, title or interest in and to any item of equipment leased hereunder except as a Lessee only. No obligation of Lessor hereunder shall survive any termination of this Lease and should Lessor permit the use of any item of equipment beyond the term specified therefor, the obligations of Lessee shall continue and such permissive use shall not be construed as a renewal of the term or a waiver of any right or consultation of any obligation of Lessor hereunder, and Lessor may take possession of any such equipment at any time on demand. The cancellation or other termination of this Agreement or the lease of any item of equipment hereunder shall not release Lessee from any obligations to Lessor hereunder.

16. Lessee agrees not to change or remove any insignia or lettering on the equipment to indicate Lessor's ownership. All transportation charges,(including insurance in transit, if any) shall be borne by Lessee including delivery of equipment to place of use and its return to Lessor. This Lease is irrevocable for the full term or extended term hereof and title to the equipment and to possession thereof after said term or terms shall be and remain in Lessor.

DEEDS

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17. Should any of the machinery, equipment, or appurtenances, be receive. and accepted by the Lessee from any drayman, railroad company or any other carrier transporting same in a damaged condition, or with any of the machinery, equipment parts or appurtenances missing, it shall be the duty of the Lessee to obtain from said drayman, railroad company or other carrier, a written acknowledgment of the damage or shortage. The failure on the part of the Lessee to obtain such statement or acknowledgment upon its receipt and acceptance of said machinery, equipment, parts and appurtenances shall be treated as an acceptance of said machinery, equipment, parts and appurtenances in good, safe, serviceable condition and fit for use. Any damage or loss which has occurred and is not covered by a written acknowledgement or statement as aforesaid, or which occurs after acceptance of said property, shall be repaired and replaced at the expense of the Lessee. If the machinery, equipment, parts or appurtenances are damaged or lost in transportation and the Lessee furnishes to the Lessor a written detailed acknowledgment and statement from the carrier setting forth the character of damage or loss, the Lessor agrees to use reasonable diligence in having said repaired and loss replaced within a reasonable time but the equipment shall be deemed to have been delivered on date of acceptance thereof from carrier.

18. This agreement constitutes the entire understanding between the parties and any change or modification hereof must be in writing and signed by both parties. This agreement is entered into under and is to be construed in accordance with the laws of the state in which Lessor's principal place of business is located.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 23rd day of December, 1958 in triplicate, each of which constitutes an original.

Lessor: FINANCE-ALL, INC. ~~XVREENN BROTHERS~~

BY J. Preston Worrell
President

Attest or Witness:

N. B. Graham

Lessee: WEST VIRGINIA PULP & PAPER COMPANY

BY C. H. Niederhof

Title Mgr. Wood Procurement

Attest or Witness:

BOOK 110

274E

INDIVIDUAL

State of South Carolina, County of _____

Personally appeared before me _____,

and made oath that he saw the within named _____
Name of Buyer

sign, seal and as his free act and deed deliver the contract to which this affidavit is attached, and that he did witness the execution thereof and subscribed his name thereto.

_____
(Signature of Subscribing Wit.)

Sworn to and subscribed before me this _____ day of _____ 195__

_____
Notary Public

Notary Public in and for _____ County, _____.

PARTNERSHIP

State of South Carolina, County of _____,

Personally appeared before me _____,
Name of Witness

and made oath that he saw the within named _____
Partner or Buyer

as partner sign, and as the free act and deed of said partnership deliver the contract to which this affidavit is attached, and that he witnessed the execution thereof, and subscribed his name as witness thereto.

_____
(Signature of Subscribing Witness)

Sworn to and subscribed before me this _____ day of _____ 195_

_____
Notary Public

Notary Public in and for _____ County, _____

CORPORATION

State of South Carolina, County of Charleston,

Personally appeared before me Norma Wildes,
Name of Witness

and made oath that he saw the within named C. H. Niedorhof
Partner or Buyer

as Wood Procurement Manager sign ~~and attest the corporate seal~~ for
Title of Officer

the within named West Virginia Pulp and
Name of Buyer

and as the free act and deed of said corporation deliver the contract to which this affidavit is attached, and that he witnessed the execution thereof, and subscribed ~~his~~ her name as witness thereto.

Norma Wildes
(Signature of Subscribing Witness)

Sworn to and subscribed before me this 23d day of December 1958

Henrietta Gibson
Notary Public

Notary Public in and for Charleston County, South Carolina

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Nos. 1 + 7. February 24, 1959 226

#7058-B

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, that I, CHARLES W. SMOAK, of Ruffin, Colleton County, South Carolina, for and in consideration of the sum of One Hundred Dollars ($100.00), to me paid by the W. M. Ritter Lumber Company, a corporation, chartered, organized and doing business under and by virtue of the laws of the State of West Virginia, have granted, bargained, sold, released and quitclaimed, and by these presents, do grant, bargain, sell, release and quitclaim unto the said W. M. Ritter Lumber Company, a corporation, its successors and assigns forever, all my right, title and interest in and to all those certain pieces, parcels or tracts of land lying and being in Heyward Township, County of Colleton, State of South Carolina, containing in the aggregate 2,536.1 acres, as shown by two plats of the said property by S. S. Snook, Registered Land Surveyor, dated October

Recorded 3/3/59 A. B. Crosby
12 noon

DEEDS

Mr. 1 + 7 February 24, 1959 336

#7058-B

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, that I, CHARLES W. SNOOK, of Ruffin, Colleton County, South Carolina, for and in consideration of the sum of One Hundred Dollars ($100.00), to me paid by the W. M. Ritter Lumber Company, a corporation, chartered, organized and doing business under and by virtue of the laws of the State of West Virginia, have granted, bargained, sold, released and quitclaimed, and by these presents, do grant, bargain, sell, release and quitclaim unto the said W. M. Ritter Lumber Company, a corporation, its successors and assigns forever, all my right, title and interest in and to all those certain pieces, parcels or tracts of land lying and being in Heyward Township, County of Colleton, State of South Carolina, containing in the aggregate 2,536.1 acres, as shown by two plats of the said property by S. S. Snook, Registered Land Surveyor, dated October

Recorded 3/3/59 C. B. Crosby
12 noon

13 to October 27, 1954, and March 18, 1957, which said plats are recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 9, at pages 183 and 184, respectively, and being the same tracts or parcels of land conveyed unto the said W. M. Ritter Lumber Company by Deed from R. M. Jefferies and W. J. McLeod, Jr., bearing date the 3rd day of April, 1957, and recorded in the aforesaid Clerk's Office in Deed Book 120, page 155, the interest of the said Charles W. Smoak in the aforesaid lands consisting of a claim to a tract containing three(3) acres, with the buildings thereon, lying and being in Heyward Township, Colleton County, South Carolina, and situate on Sandy Run, bounded on the north by lands of A. C. Smoak, on the east by the road leading across the said Sandy Run, on the south by lands owned by one Arthur Blocker, and on the west by lands of A. C. Smoak up to a corner at the northeast corner of the Green Pond, and being the same tract or parcel of land leased, let and demised by the said Charles W. Smoak to one A. B. Benton by writing bearing date the 29th day of December, 1924, and recorded in the aforesaid Clerk's Office in Deed Book 67, page 131.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging

DEEDS

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13 to October 27, 1954, and March 18, 1957, which said plats are recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 9, at pages 133 and 184, respectively, and being the same tracts or parcels of land conveyed unto the said W. M. Ritter Lumber Company by Deed from R. M. Jefferies and M. J. McLeod, Jr., bearing date the 3rd day of April, 1957, and recorded in the aforesaid Clerk's Office in Deed Book 120, page 155, the interest of the said Charles W. Smoak in the aforesaid lands consisting of a claim to a tract containing three (3) acres, with the buildings thereon, lying and being in Heyward Township, Colleton County, South Carolina, and situate on Sandy Run, bounded on the north by lands of A. C. Smoak, on the east by the road leading across the said Sandy Run, on the south by lands owned by one Arthur Blocker, and on the west by lands of A. C. Smoak up to a corner at the northeast corner of the Green Pond, and being the same tract or parcel of land leased, let and demised by the said Charles W. Smoak to one A. B. Benton by writing bearing date the 29th day of December, 1924, and recorded in the aforesaid Clerk's Office in Deed Book 67, page 131.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging

or in any wise incident or appertaining.

It is nevertheless agreed that the said Charles W. Smoak, shall have the right to remove, within a period of three (3) months from the date hereof, the "pole" house from the above tract or parcel of land.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said W. M. Ritter Lumber Company, its successors and assigns forever.

And the undersigned does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W. M. Ritter Lumber Company, a corporation, its successors and assigns, against himself and his heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand and seal, this 3rd day of March, in the Year of our Lord One Thousand Nine Hundred and Fifty Nine, and in the One Hundred and Eighty-third year of the Sovereignty and Independance of the United States of America.

C W Smoak (SEAL)

Signed, sealed and delivered
in the presence of

James H. Haygood

W J McLendon Jr

or in any wise incident or appertaining.

It is nevertheless agreed that the said Charles W. Smoak, shall have the right to remove, within a period of three (3) months from the date hereof, the "pole" house from the above tract or parcel of land.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said W. M. Ritter Lumber Company, its successors and assigns forever.

And the undersigned does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W. M. Ritter Lumber Company, a corporation, its successors and assigns, against himself and his heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand and seal, this 7th day of March in the Year of our Lord One Thousand Nine Hundred and Fifty Nine, and in the One Hundred and Eighty-third year of the Sovereignty and Independence of the United States of America.

[signature] (SEAL)

Signed, sealed and delivered in the presence of

[signature]

[signature]

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Personally appeared before me, James H. Haygreen and made oath that he saw the within named, CHARLES W. SMOAK, sign, seal and as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with W J McLeod Jr. witnessed the execution thereof.

James H. Haygreen

Sworn to before me this 2nd day of March, 1959.

W J McLeod (L. S.)
Notary Public for
South Carolina

My Commission expires at the Pleasure of the Governor.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

I, W. J McLeod Jr. a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Georgia B Smoak, the wife of the within named Charles W. Smoak, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever,

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

Personally appeared before me, and made oath that he saw the within named, CHARLES M. BROOK, sign, seal and as his act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with W. T. McLeod witnessed the execution thereof.

Sworn to before me this 3rd day of March, 1952.

Notary Public for South Carolina (L. S.)

My Commission expires at the pleasure of the Governor.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

I, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Sophie B. Brook, the wife of the within named Charles M. Brook, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever,

renounce, release, quitclaim and forever relinquish unto the within named W. M. Ritter Lumber Company, a corporation, its successors and assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Georgia B Smoak

Given under my hand and seal, this the 3rd day of March, 1959.

W J McLendon (L.S.)
Notary Public for
South Carolina.

My Commission expires at the Pleasure of the Governor.

renounce, release, quitclaim and forever relinquish unto the within named H. M. Bitter Lumber Company, a corporation, its successors and assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Georgia B. Smoak

Given under my hand and seal, this the 3rd day of March 1959.

[signature] (L.S.)
Notary Public for
South Carolina.

My Commission expires at the Pleasure of the Governor.

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STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

Contract of Sale

RECEIVED from Louise Kinsey

of Walterboro, South Carolina, the sum of One Hundred and No/100 ------- ($ 100.00) Dollars, as a part payment on account of the purchase of the following described property, to-wit:

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the County of Colleton and State of South Carolina, in Cedar Hill Subdivision and designated as Lot No. Thirty-nine (39) on a plat of said subdivision made by S. S. Snook of date February 1947 and is more fully described as follows: Measuring Sixty (60) feet on the Northeastern line and bounded on the Northeast by Lincoln Street; measuring Ninety-nine (99) feet on the Southeastern line and bounded on the Southeast by Lot No. Thirty-eight (38); measuring Sixty-three (63) feet on the Southwestern line and bounded on the Southwest by Lot No. Forty-three (43); and measuring Eighty-one (81) feet on the Northwestern line and bounded on the Northwest by Lot No. Forty (40). Be the same measurements, more or less.

Being the same tract of land conveyed to Hollon Ravenell and Nancy Mae Thompson Ravenell by L. C. Fishburne by Deed dated 23 October 1951, and being the same tract conveyed by Hollen Ravenell and Nancy Mae Thompson Ravenell to First Federal Savings and Loan Association of Beaufort by Deed dated February 9, 1958, and recorded in Deed Book 123, Page 478, Office of the Clerk of Court for Colleton County, South Carolina.

3 Pm
3-30-59

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Upon the payment unto First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, of the further sum of ----Two Thousand Four Hundred and No/100---------- ($ 2,400.00) Dollars, with interest from date at the rate of six (6%) percent per annum, until paid in full; subject to the recitals hereinafter set forth, the said First Federal Savings and Loan Association of Beaufort, Seller, covenants and agrees, and binds itself and its successors and assigns, to convey the above described real property unto the said Louise Kinsey, ~~his~~ (her) ~~their~~ heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the office of First Federal Savings and Loan Association of Beaufort, Beaufort, South Carolina, in monthly installments of -----Twenty and No/100---------- ($ 20.00) Dollars each, commencing on the first day of June, 1959, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) percent per annum. The said monthly payments shall be applied as follows, to-wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six percent (6%) per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

The Grantee(s) agree(s) to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

It is understood and agreed that the within Louise Kinsey shall have the use of the above described premises from this date pending the performance of the terms of the within Contract by (him) (her) (them). Upon failure of the said Louise Kinsey to comply with the terms hereof and the recitals herein contained, the First Federal Savings and Loan Association of Beaufort, its successors and assigns, is to have the right to retain the amount, or amounts, paid under the terms of this Contract, and to enforce the performance of this Contract according to Law.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by Carl R. Hookstra, its Secretary-Treasurer, and its Corporate Seal to be hereto affixed, this 26th day of March, 1959, and witness the Hand and Seal of the within Louise Kinsey this 26th day of March, 1959.

Signed, Sealed and Delivered in Presence of:

Myrtle B. Epps

Marjorie T. Brown

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

Carl R Hookstra
CARL R. HOOKSTRA, *Secretary-Treasurer.*

Harriett B. Howell

Louise Kinsey (SEAL)
Louise Kinsey *Purchaser*

(SEAL)
Purchaser.

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-Page Three-

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Marjorie T. Brown who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and Carl R. Hookstra, its Secretary-Treasurer, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle C. Epps witnessed the execution thereof.

Marjorie T. Brown

SWORN to before me, this 26th day of March, 19 59

Myrtle C. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me Harriett B. Howell and made oath that she saw the within-named Louise Kinsey sign, seal, and, as her act and deed, deliver the within-written Sales Contract; and that he with Thomas M. Howell Jr. witnessed the execution thereof.

Harriett B. Howell

SWORN to before me, this 28th day of March, 19 59

Thomas M. Howell Jr. (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF

NOT NECESSARY - GRANTEE A WOMAN

I, ... a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. .....

the wife of the within-named ....., did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this ..... (SEAL)

day of ....., A. D. 19....

(SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

LOUISE KIRSEY

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____ of _____, Page _____

Clerk of the Court of Common Pleas and General Sessions for _____ County.

DEEDS

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J. M. Padgett, Jr., and The United States of America

1. This LEASE, made and entered into this first day of November in the year one thousand nine hundred and fifty-eight by and between J. M. PADGETT, JR., whose address is Jacksonboro, South Carolina, for his heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz: A part of the lands shown on a plat recorded in Plat book 1, page 585 and described in a deed recorded in deed book 83, page 51 of Colleton County, South Carolina, more particularly described as follows:

From Azimuth Marker #1 of Triangulation Station "Padgett" go S 49°49'E two thousand two hundred thirty (2230) feet to an iron pipe placed one hundred fifty-nine (159) feet from the most Easterly corner of the Padgett tract for a point of beginning, thence S 10°0'W one hundred (100.0) feet to a point, thence N 80°0' W One hundred feet (100.0) feet to a point, thence N 10°0'E one hundred (100.0) ffet to a point, thence N 40°0' E nineteen and eighty-nine (19.89) feet to a point, thence S 49°54"E along the South right-of-way line of State Highway 64 thirty (30.0) feet to a point, thence S 40°0' W two and five-tenths (2.50) feet to the point of beginning and containing twenty-four hundredths (0.24) acres. Bearings are true.
Together with the right to the Government to install and maintain six (6) guy anchors within one hundred fifty (150) feet of the described plot boundaries;
And a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for estalishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radion, and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 1958 and ending with June 30, 1959.

4. The Govenment shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This lease may, at the option of theGovernment, be renewed from year to year at a rental of two hundred ($200.00) dollars per year and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1974.

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: nothing else.

7. The lessor shall not, during the term of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Federal Aviation Agency.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structure or signs, in or upon the premises hereby leased, which fixtures, addition, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this lease or within 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: One hundred thirty-three ($133.00) dollars for the initial term, thereafter two hundred ($200.00) dollars per year.
Payment shall be made at the end of each Government fiscal year (June 30).

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Northin, however, herein contained shall be construed to extend to any incorporated company, if the lease be fore the geneeral benefit of such corporation or company.

11. Article 12 was added hereto; the clause in Article 2 beginning, "Together with" and ending, "aircraft thereon" was deleted; and the clause in Article 2 beginning "Together with" and ending, "plot boundaries" was inserted prior to signature by the parties hereto.

(over)

12. The lessor hereby reserves all oil, gas and minerals in, on and under said premises, with the right of removing same, but only by means of drilling from adjacent or nearby lands.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage dated November 12, 1952. J. M. Padgett, Jr., Lessor.

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that if, while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

THE FEDERAL LAND BANK OF COLUMBIA
By: J. E. Dowe, Jr., Treasurer
ATTEST: W.O.McGibony,Asst. Sec.

THE UNITED STATES OF AMERICA,
By: J. A. Healey,Chief, Real Estate & Utilities Section Property Management Branch
(seal affixed)

November 5, 1958
WITNESSES: A. H. Chappell
Mary C. Sutherland, Notary Public

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared Jennie G. Tuten, who being duly sowrn, says that she saw the above named J. M. Padgett, Jr., sign, seal and as his act and deed, deliver the within written instrument; and that she with L. M. Curry witnessed the execution thereof.

Jennie G. Tuten

SWORN to and subscribed before me this
the 1st day of November 1958.
Herman M. Tuten, Magistrate
My commission expires: Aug. 22, 1960.

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This form of lease shall be used by the Department of Commerce, Civil Aeronautics Administration, in the leasing of sites for air navigation purposes. After proper execution by the lessor, the lease shall be submitted in quadruplicate to the Department of Commerce, Civil Aeronautics Administration, for acceptance by its contracting officer.
2. The lease shall be dated and the full name and address of the lessor clearly shown in article 1. The premises shall be fully described in article 2 and the area shown. The location by reference to county and State, shall also be shown.
3. Whenever the lease is executed by the attorney, agent, or trustee on behalf of the lessor, three authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
4. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the named of the partner signing the same.
5. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested. The corporate certifcate on page 3 of the lease shall be properly filled in and the corporate seal affixed. If the corporation does not have a seal, that should be stated on the certificate.
6. Whenever the lease is executed by an administrator or executor on behalf of an estate, authenticated copies of the appropriate court order or probate certificate, evidencing his appointment as such by the court having jurisdiction over the administration of the estate, shall be attached. Real estate ordinarily vests in the heirs or devisees of the deceased owner and the fact that an executor or administrator has been appointed does not necessarily authorize him to lease such property. Therefore, in addition;to furnishing evidence of the appointment ~~ks~~ of the executor or administrator the authority of the executor or administrator to lease such property shall be shown by the furnishing of (a) an authenticated copy of any order of the court having jurisdiction over the administration of the estate; (b) a certified copy of an extract from the laws of the State where the property is located with citations of the statutes extracted; or (c) an authenticated copy of the probated will, if any.
7. If in connection with the use of the leased premises, the lessor is agreeable to furnishing as part of the rental consideration certain facilities and/or services, other than personal services, or is agreeable to granting any additional right and privileges, not specifically indicated in the lease, provision therefor shall be made under article 6.
8. If the premises are mortgaged the "Subordination of Mortgage Cluase" shown on page 3 shall be filled in and signed by the mortgagee. If the premises are not mortgage, the word "None" shall be indicated in the space provided for the signature of the mtgee.
9. If in addition to the mortgagee, there is any other person having an interest in the premises, his or her written approval for the use of the premises by the United States for the desired purpose shall be indicated on the lease.
10. There shall be no deviation from this form of lease without prior authorization by the Director of Procurement, except.
(a) The first paragraph, page 2, beginning "Together with," may be deleted if the premises are not to be used to land and operate aircraft.

Cont'd next page

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(b) Article 3 may be drafted to cover a monthly tenancy or other period less than a year, if desired.
(c) In Article 5 if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" may be deleted and proper substitution made. If the right of renewal is not desired or d cannot be secured, article 5 may be deleted.
(d) Additonal providions, relating to the particular subject matter that may be mutually agreed upon, may be inserted, if not in conflict with the standard provisions.

II. When additonal provisions, relating to the particular subject matter that may be mutually agreed upon, [illegible] are inserted or when necessary deletions or other alterations are made before the signing of the lease by the lessor, notation shall be made in the blank space following article 11 to the effect that they were made before the signing of the lease; if made after the signing of the lease, they shall be properly initialed by the lessor.
12. If the property leased is located in a State requiring the recordings of lease in order to protect the tenant's rights, care shaould be taken to comply with all such statutory requirement.

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BOOK 110

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State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on this 18th day of March 1959

I, L. G. Fishburne

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of _____, State of South Carolina, bounded as follows:

Northerly by lands of P. D. Moysey - Larrisey Grave Yard Road

Easterly by lands of B. K. Sanders

Southerly by lands of other lands of L. G. Fishburne

Westerly by lands of Highway #64

Right of way enters lands of Grantor on the north and runs generally in a southwesterly direction across above described tract of land to the southern boundary.

Fed Stamps $ 1.65.
S C Stamps 3.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand one hundred & no/100 Dollars ($ 1,100.00) within 1 yr from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

L. G. Fishburne (SEAL)

WITNESS:

James W. Ekardon
Norma S. Miley

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 4/18/59 - 9 AM
A. B. Crosby,

Form SW-1-SC-1-58

235

State of South Carolina,

County of Colleton

Personally appeared before me James W. Skardon and made oath that he saw the within named L. G. Fishburne sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Norma S. Miley in the presence of each other, witnessed the due execution thereof.

James W. Skardon

Sworn to before me this 18th day of March 19 59

W. Gresham Meggett

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, James W. Skardon do hereby certify unto all whom it may concern that Mrs. Florence D. Fishburne the wife of the within named L. G. Fishburne did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Florence D. Fishburne

Given under my hand and seal this 18th day of March 19 59

James W. Skardon (LS)

Notary Public for S. C.

Liber

County

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 110

236

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. W.O. 4456 -150

CHECK NO. C-319 March 19, 19 59

The undersigned hereby acknowledge receipt of timely payment of One thousand , one hundred and no/100 Dollars ($ 1100.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 18, 19 59 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Norma S. Miley — L. G. Fishburne (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me XXx Norma S. Miley and made oath that he saw the within named L. G. Fishburne sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shilliton in the presence of each other, witnessed the due execution thereof.

Norma S. Miley

Sworn to before me this 19th day of March 19 59

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and

scribed names as witnesses thereto.

orn to and subscribed before me, this }

ary of A. D., 19 }

(L. S.)

Notary Public for

Form RW-3-SC-12-53

237

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

BOOK 110

238

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Briley M. Polk, on March 18th, 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Walterboro - Charleston Hwy

Easterly by lands of Townsend

Southerly by lands of Townsend

Westerly by lands of Fishburne

Center line of right of way enters lands of grantor from the right of way of the Walterboro-Charleston Hwy; which separates lands of grantor from lands of Fishburne, thence runs generally in a southersterly direction across lands of grantor to the lands of Townsend, as shown by final survey.

S & E Stamp $4.00
Fed Stamp 2.20

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, blowers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Fifteen Hundred-forty and no/100 Dollars ($1540.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Briley M. Polk (SEAL)

WITNESS:

J. E. Polk

W. O. Doggett

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-801-1-68

Recorded 4/18/59 - A. B. Crosby, Clerk

239

State of South Carolina,

County of Colleton

Personally appeared before me J. E. Polk and made oath that he saw the within named Briley M. Polk

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with W. G. Haggett in the presence of each other, witnessed the due execution thereof.

J. E. Polk

Sworn to before me this 18th day of March 19___

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19___

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19___

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19___

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 110

240

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George-Ritter 115KU

ACCT. NO. 4456-150

CHECK NO. B-377 March 18, 19 59

The undersigned hereby acknowledge receipt of timely payment of Fifteen hundred forty and no/100 --- Dollars ($), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 18, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. E. Polk — Briley M. Polk (SEAL)

W. G. Meggett — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. G. Meggett and made oath that he saw the within named Briley M. Polk sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. E. Polk in the presence of each other, witnessed the due execution thereof.

W. G. Meggett

Sworn to before me this 18th day of March 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed as witness thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

Notary Public for

Form RW-S-SC-12-52

(over for Mortgage Release)

241

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Nov. 19, 1953, executed by Briley M. Ex Polk, and recorded in Mortgage Book No. 89, Page No. 413, in the office of the Clerk of Court, Colleton County, South Carolina, and subsequently assigned to J. S. Godley 3/15/57, Book 89, Page 512, insofar only as it applies to the right of way for transmission line executed by Briley M. Polk to South Carolina Electric and Gas Company on the 18th day of March, 1959, over lands in Colleton Dounty, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 18th day of March, 1959.

Signed, sealed and delivered
in the presence of: J. S. Godley (LS)

J. E. Polk
W. G. Meggett

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me W. G. Meggett and made oath that he saw the within named J. S. Godley sign, seal and as his act and deed, deliver the within instrument of writing; and that he with J. E. Polk witnessed the execution thereof.

SWORN to before me this 18th day
of March 1959 W. G. Meggett
J. D. Shillito (Seal affixed)
Notary Public for S. C.

RECEIPT FOR RIGHT OF WAY PAYMENT

Line: _____

County: _____

_____

_____

_____

_____

TO

South Carolina Electric & Gas Company

Dated: _____, 19__

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19__, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on page _____

BOOK 110

242

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I, ~~I(s) on this the 13th April 1959~~
I, Philip Singleton

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of twenty-five (25) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Cooks Hill Tract

Easterly by lands of Cooks Hill Tract

Southerly by lands of Rachel Singleton

Westerly by lands of Rachel Singleton

The 25 foot right of way is more particularly described as follows: A strip 25 feet wide parallel with and contiguous to the northwest margin of the exisitng Charleston-Yemassee 11SKU line right of way and beginning where grantors land joins with the Cooks Hill Tract thence running in a Southwesterly direction to point where grantors land joins with the Rachel Singleton tract

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twenty-five Dollars ($ 25.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Philip Singleton (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Ben Singleton
J. D. Shillito

Form RW-1-SC-1-58

Recorded 4/18/59 - Q. B. Crosby, Clerk of Court.

243

State of South Carolina,
County of Colleton

Personally appeared before me Ben Singleton and made oath that he saw the within named Philip Singleton

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Ben Singleton

Sworn to before me this 13th day of April 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, notary public for S. C. do hereby certify unto all whom it may concern that Mrs. Anna Lee Singleton the wife of the within named Philip Singleton did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Anna Lee Singleton

Given under my hand and seal this 13th day of April 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 110

244

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKU

ACCT. NO. 4856 - 150

CHECK NO. 3-385

April 13, 59

The undersigned hereby acknowledge receipt of timely payment of

Twenty-five and no/100---------- Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 13, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Ben Singleton — Phillip Singleton (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Ben Singleton and made oath that he saw the within named Phillip Singleton sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Ben Singleton

Sworn to before me this 13th day of April 1959.

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

Notary Public for

Form RW-3-SC-12-53

245

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19....,

at .....o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

BOOK 110

2246

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~I/We~~ Ruth B. Mitchell on this the 19th day of January 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of P. W. Townsend

Easterly by lands of other lands of Mitchell

Southerly by lands of Paul Sanders

Westerly by lands of other lands of Mitchell and estate of Botha Center Line of Right of way enteres grantors land from the lands of Townsend, thence runs generally in a southerly direction across lands of grantor.

S C Stamps 6.00
Fd 1 330

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two thousand six hundred and no/100 Dollars ($2600.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Ruth B. Mitchell (SEAL)

WITNESS:

L. S. Mitchell, Sr.

J. D. Shilliton

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-80--1-66

Recorded 4/18/59 - A. B. Crosby, Clerk

247

State of South Carolina,

County of Colleton

Personally appeared before me L. S. Mitchell, Sr., and made oath that he saw the within named Ruth B. Mitchell

sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

L. S. Mitchell, Sr.,

Sworn to before me this 19th day of January 1939

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 110

248

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKU

ACCT. NO. 4886-150

CHECK NO. B-375 March 16, 1959

The undersigned hereby acknowledge receipt of timely payment of

Two thousand six hundred and no/100 ---- Dollars ($2,600.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 19, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. G. Moggett — Ruth B. Mitchell (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me W. G. Moggett and made oath that he saw the within named Ruth B. Mitchell sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

W. G. Moggett

Sworn to before me this 16 day of March, 1959.

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

2459

DEEDS

250.

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on this the 13th day of April 1959

I, Rachel Singleton

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

twenty-five (25) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Cooks Hill Tract

Easterly by lands of Phillip Singleton
George Doal

Southerly by lands of

Westerly by lands of Cooks Hill

The 25 foot right of way is more particularly described as follows: A strip 25 foot wide parallel with and contiguous to the northwest margin of the Charleston-Yemassee 11SKU Right of way beginning where grantors land joins with the Phillip Singleton lands thence running in a southwesterly direction to a point where grantors lands joins with the Cooks Hill tract.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Fifty three and no/100 Dollars ($ 53.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Rachel Singleton (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form SW-1-60—1-60

WITNESS:

Dan Singleton

J. D. Shillito

Recorded 4/18/59 - A. B. Crosby, Clerk of Court.

257

State of South Carolina,

County of Colleton

Personally appeared before me Ben Singleton and made oath that he saw the within named Rachel Singleton

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Ben Singleton

Sworn to before me this 13th day of April 19 59

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

252

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKU

ACCT. NO. 4456-150

CHECK NO. B-386 April 13, 19 59

The undersigned hereby acknowledge receipt of timely payment of Fifty three and no/100 ------- Dollars ($ 53.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 13, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Ben Singleton — Rachel Singleton (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Ben Singleton and made oath that he saw the within named Rachel Singleton sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Ben Singleton

Sworn to before me this 13th day of April, 19 59.

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

253

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

BOOK 110

254

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Lonnie J. McMillan sometimes known as L. J. McMillan on January 14th, 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of L. G. Fishburne

Easterly by lands of other lands of grantor

Southerly by lands of Cone

Westerly by lands of Cone

Center line of right of way enters lands of grantor from the right of way or a county road spearating these lands from the lands of Fishburne thence runs in a southerly direction acorss lands of grantor

Fed Stamps None

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twenty five and no/100 -------- Dollars ($25.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

L. J. McMillan (SEAL)

WITNESS:

R. D. Fralix (SEAL)

D. Shillito (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/18/59 - 9 AM - A. B. Crosby, (SEAL)

Form RW-1-80-1-66

255

State of South Carolina,

County of Colleton

Personally appeared before me R. D. Fralix and made oath that he saw the within named R. J. McMillan

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

R. D. Fralix

Sworn to before me this 14th day of January 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Wilmer P. McMillan the wife of the within named R. J. McMillan did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Wilmer P. McMillan

Given under my hand and seal this 14th day of January 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

256

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. 4456-150

CHECK NO. B-378 March 19 59

The undersigned hereby acknowledge receipt of timely payment of

Twenty-five and no/100 ----- Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 14, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. G. Moggett — L. J. McMillan (SEAL)

J. C. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me W. G. Moggett and made oath that he saw the within named L. J. McMillan sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

W. G. Moggett

Sworn to before me this 19th day of March 19 59

J. D. Shillito (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-53

257

STATE OF SOUTH CAROLINA
County of Colleton

For and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Aug. 8, 1950, executed by L. J. McMillan and recorded in Mortgage book no. 80, page no. 361, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by L. J. McMillan to South Carolina Electric and Gas Company on the 14th day of January 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 19th day of March 1959.

Signed, sealed and delivered in the presence of:
Mrs. J. L. McMillan
J. D. Shillito

J. L. McMillan (LS)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Mrs. J. L. McMillan and made oath that she saw the within named J. L. McMillan sign, seal and as his act and deed, deliver the withiin ~~ax~~ instrument of writing; and that she with J. D. Shillito witnessed the execution thereof.

Sworn to before me this 19th day of March 1959 (Seal affixed)
J. D. Shillito (seal) NP for S. C.

Mrs. J. L. McMillan

Line: _____
County: _____

RECEIPT FOR RIGHT OF WAY PAYMENT

_____
_____
_____
_____

TO

South Carolina Electric & Gas Company

Dated: _____, 19__

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19__, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on page _____

BOOK 110

1258

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Effie H. Allen, on March 17, 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of O. C. Cone

Easterly by lands of Fishburne and Moysey

Southerly ~~by lands of~~ and westerly by the Walterboro-Charleston Hwy.

Westerly by lands of

Center line of right of way enters lands of grantor from the lands of Cone thence runs in a southerly direction acorss lands of grantor to lands of Moysey.

Fed Stamp $ 1.10
S C Stamp 2.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Six hundred and no/100 ---------- Dollars ($600.00) with one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Effie H. Allen (SEAL)

WITNESS:

W. G. Meggett (SEAL)

J. D. Shillito (SEAL)

(SEAL)

(SEAL)

Recorded 4/18/59 - 9 AM - A. B. Crosby, (SEAL)

Form SW-1-SC-1-40

259

State of South Carolina,
County of Colleton

Personally appeared before me W. G. Meggett and made oath that he saw the within named Effie H. Allen

sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

W. G. Meggett

Sworn to before me this 17th day of March 19 59
J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

State of South Carolina,
County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

260

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11SKV

ACCT. NO. 4456 - 150

CHECK NO. B - 376

March 17, 19 59

The undersigned hereby acknowledge receipt of timely payment of

Six hundred and no/100 ------- Dollars ($600.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 17, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. C. Moggett — Effie H. Allen (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me W. C. Moggett and made oath that he saw the within named Effie H. Allen sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

W. C. Moggett

Sworn to before me this 17th day of March 1959

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

Line: _____

County: _____

RECEIPT FOR RIGHT OF WAY PAYMENT

_____

_____

_____

_____

TO

South Carolina Electric & Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____ A. D. 19___, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on page _____.

261

DEEDS

BOOK 110

E 262

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~XXWIX~~ on this 23rd day of March 1959

Lois Nettles

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Mayer

Easterly by lands of Kearse

Southerly by lands of J. C. Nettles

Westerly by lands of other lands of Nettles

Center line of right of way enters lands of grantor from the right of way of a dirt road separating those from lands of Mayer, thence runs in a Southerly direction across lands of grantor

Fed Stamps $1.65
SC Stamps 3.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tiecovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of 00/100 One thousand three hundred and/ Dollars ($1300.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Lois Nettles (SEAL)

WITNESS:
Mrs. John F. Brabham
John F. Brabham

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 4/18/59 - 9AM - A. B. Crosby, ~~Clerk~~

Form 29-180-148

263

State of South Carolina,
County of Colleton

Personally appeared before me John F. Brabham and made oath that he saw the within named Loing Wattles

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Mrs. John F. Brabham in the presence of each other, witnessed the due execution thereof.

John F. Brabham

Sworn to before me this 23rd day of March 1959.
J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.
Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

State of South Carolina,
County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19
Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

264

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115KV

ACCT. NO. 4456-150

CHECK NO. B-379

March 23, 19 59

The undersigned hereby acknowledge receipt of timely payment of One thousand- three hundred and no/100 Dollars ($ 1300.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 23, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. John F. Brabham — Lois Nettles (SEAL)

John F. Brabham — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me John F. Brabham and made oath that he saw the within named Lois Nettles sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Mrs. John F. Brabham in the presence of each other, witnessed the due execution thereof.

John F. Brabham

Sworn to before me this 23rd day of March 19 59

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D. 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

265

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

_____

_____

_____

_____

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

_____

Received in the Clerk's Office of the County of _____, South Carolina, on the ..... day of ....., A. D. 19...., at ..... o'clock in the ..... and recorded in Book ..... of Deeds for said County on page .....

_____

266

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) on this 24th day of March, I, J. C. Nettles

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100 feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Northerly by lands of R/W of county road separating lands of grantor from estate lands of W. B. Nettles

Easterly by lands of U. S. Land and Timber Co.

Southerly by lands of U. S. Land and Timber Co.

Westerly by lands of

Center line of right of way enters grantors lands from the lands of U. S. Land & Timber Co., thence runs generally in a northerly direction across lands of grantor as shown by final survey.

Fed Stamps $ 1.65
SC Stamps 3.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand one hundred twenty/five and no/100 Dollars ($ 1125.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

J. C. Nettles (SEAL)

WITNESS:

William B. Nettles

~~I. D. Shillibo~~

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 4/18/59 - 9 AM - A. B. Crosby, Clerk.

Form SW-140-1-58

269

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

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.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

BOOK 110

270

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) J. Harold Mayer on January 24, 1959

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Bedons Church

Easterly by lands of Tracy

Southerly by lands of Nottles Estate

Westerly by lands of Nottles Estate

Center line of right enters lands of grantor from the right of way of the State Hwy running from Walterboro to Cottageville and separating those lands from the lands of Tracy thence runs generally southerly accross lands of grantor.

Fed Stamps .55
S C Stamps 1.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two hundred seventeen and no/100 Dollars ($ 217.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

J. Harold Mayer (SEAL)

WITNESS:

Amarillis A. Mayer (SEAL)

J. D. Shillito (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/18/59 - 9 AM - A. B. Crosby, Clerk (SEAL)

(SEAL)

Form RW-1-60—146

271

State of South Carolina,
County of Colleton

Personally appeared before me Amaryllis A. Mayer and made oath that he saw the within named J. Harold Mayer

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Amaryllis A. Mayer

Sworn to before me this 14th day of January 19 59
J. D. Shillito
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

State of South Carolina,
County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, notary public for S. C. do hereby certify unto all whom it may concern that Mrs. Amayrillis A. Mayer the wife of the within named J. Harold Mayer did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Amayllis A. Mayer

Given under my hand and seal this 14th day of January 19 59
J. D. Shillito (Seal affixed)
Notary Public for S. C.

Liber County

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 o'clock in the m. and recorded in Book of Deeds for said County on page

272

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKV

ACCT. NO. 4456-150

CHECK NO. B-381 March 31, 19 59

The undersigned hereby acknowledge receipt of timely payment of

Two hundred seventeen and no/100 ----- Dollars ($ 217.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 14, 19 59, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. D. Shillito — J. Harold Mayor (SEAL)

W. G. Moggett — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me J. D. Shillito

and made oath that he saw the within named J. Harold Mayor sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with W. G. Moggett in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 31st day of March 19 59.

W. Gresham Moggett (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

Notary Public for

Form RW-3-SC-12-58

273

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Jan. 14, 1954, executed by J. H. Mayer and recorded in mortgage book 90, page no. 147, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by J. H. Mayer to South Carolina Electric & Gas Company on the 14th day of January 1959, over lands in Colleton County, South Carolina

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 19th day of March, 1959

Signed, sealed and delivered
W. G. Meggett and J. D. Shillito

Betty K. Kearse and
Elizabeth K. Horton

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON

PERSONALLY appeared before me. W. G. Meggett and made oath that he saw the within named Betty K. Kearse and Elizabeth K. Horton sign, seal and as their act and deed, deliver the within instrument of writing; and that he with J. D. Shillito to witness the execution thereof.

SWORN to before me this 19th day of March 1959

W. G. Meggett

J. D. Shillito (Seal affixed) NP for S. C.

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Jan. 5, 1959, executed by J. H. Mayer, and recorded in mortgage book 104, at page No. 51, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by J. H. Mayer, to South Carolina & Gas Company on the 19th day of March, 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 19th day of March, 1959

WALTERBORO PRODUCTION CREDIT ASSOCIATION

Signed, sealed and delivered in the presence of:
Ruth H. Strickland & Elizabeth C. Guess

By: B. B. Cave (LS) Sec - Treas.

STATE OF SOUTH CAROLINA, COUNTY OF COLLETON

PERSONALLY appeared before me Ruth H. Strickland and made oath that she saw the within named Walterboro P. C. A. by B. B. Cave, its Sect. -Treas, sign, seal and as its act and deed, deliver the within instrument of writing and that she with Elizabeth C. Guess witnessed the execution thereof.

Sworn to before me this 19th day of March

Ruth H. Strickland

Elizabeth C. Guess (Seal) NP for S. C.
My com. expires at the pleasure of the Governor.

RECEIPT FOR RIGHT OF WAY PAYMENT

Line:
County:

To South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of 19, at o'clock in the and recorded in Book of Deeds for said County on page

BOOK 110

274

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Eilhelmena W. Tracy on this the 23rd day of December 1958

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Kicklighter — Tract #1 - 20 Ac. — Tract #2 - 20 Ac Tract #1

Easterly by lands of Carter — Bodons Church property

Southerly by lands of Tract #2 — Walterboro-Cottageville Hwy.

Westerly by lands of Harry Tracy — Harry Tracy

Center line of right of way enters lands of grantor from lands of Kicklighter' and runs generally in a southerly direction across lands of grantor to the right of way of the Walterboro-Cottageville Hwy.

SC Stamps $ 1.00
Fed " .55

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three hundred-sixty-nine and no/100 Dollars ($ 369.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Wilhelmena M. Tracy (SEAL)

WITNESS:

Harry Tracy (SEAL)

J. D. Shillito (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Rec. 4/18/59 - 9 AM - A. B. Crosby,

Form SW-140-1-58

275

State of South Carolina,

County of Colleton

Personally appeared before me Harry Tracy and made oath that he saw the within named Wilholmena W. Tracy

sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Harry Tracy

Sworn to before me this 23rd day of December 19 58

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed name as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

State of South Carolina,

County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19

Notary Public for S. C.

Line:

County

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

125

276

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKV

ACCT. NO. 4456 - 150

CHECK NO. B-374 March 13, 19 59

The undersigned hereby acknowledge receipt of timely payment of Three hundred sixty-nine and no/100 ---- Dollars ($ 369.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 23, 19 58, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. G. Meggett — Wilhelmena Tracy (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me J. D. Shillito and made oath that he saw the within named Wilhelmena Tracy sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with W. G. Meggett in the presence of each other, witnessed the due execution thereof.

J. D. Shillito

Sworn to before me this 13th day of March 19 59

W. Grasham Meggett (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA, }
County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ name as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D. 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

277

Line: _____

County: _____

RECEIPT FOR RIGHT OF WAY PAYMENT

_____

_____

_____

_____

TO

South Carolina Electric & Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19____, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on page _____

BOOK 110

278

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I/(We) ~~on this 18th day of March 1959~~ U. S. Land and Timber, Inc.,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J. C. Mattles and others

Easterly by lands of McLeod and Fishburne

Southerly by lands of County road separating grantors land from R. J. McMillan

Westerly by lands of hwy 64

Right of way enters lands of grantors on the north from lands of J. C. Mattles and runs generally in a southern direction across the above described tract of land to the southern boundary.

Fed Stamp $2.20
S C Stamp 4.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand five hundred and eleven and No/100 Dollars ($1,511.00) within 1 yrs from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

U.S.Land and Timber Inc., (SEAL)
By: L. C. Fishburne, President (SEAL)

WITNESS:
W. C. Mozett
J. D. Shillito

J.H. Langford, Secty. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 4/18/59 - 9 AM - A. B. Crosby, Clerk

Form SW-1-60—1-60

DEEDS

279

State of South Carolina,
County of _____

Personally appeared before me _____ and made oath that he saw the within named _____

_____

_____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

_____

Sworn to before me this _____ day of _____ 19____

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that he saw the within named _____

_____

_____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

_____

Sworn to before me this _____ day of _____ 19____

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton County.

Personally appeared before me J. D. Shillito

and made oath that he saw the within named U. S. Land and Timber, Inc.,

by the hand of L. G. Fishburne, President and J. H. Langford, Secy. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with W. G. Mozett witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 18th day of March A. D. 1959

W. Graham Mozett (L. S.)
(seal affixed)

J. D. Shillito

State of South Carolina,
County of _____

RENUNCIATION OF DOWER

I, _____, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____ did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this _____ day of _____ 19____

_____
Notary Public for S. C.

Line: _____
County: _____

RIGHT OF WAY GRANT

TO
South Carolina Electric & Gas Company

Dated: _____ 19____

Received in the Clerk's Office of the County of _____ South Carolina, on the _____ A. D. 19____ day of _____ o'clock in the _____ noon at _____ and recorded in Book _____ of Deeds for said County on page _____

RST

280

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George -Ritter 11SKV

ACCT. NO. W-O 4456 - 150

CHECK NO. C-321 March 19, 1959

The undersigned hereby acknowledges receipt of timely payment of One thousand five hundred eleven and no/100 ---- Dollars ($1,511.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 18, 1959, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of _____ and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Norma S. Miley
J. D. Shillito

U. S. Land and Timber, Inc.,
by: L. G. Fishburne (SEAL)
J. H. Langford, Secy (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of _____ } ss

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____ 19____

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Colleton County.

Personally appeared before me J. D. Shillito and made oath that he saw the within named U. S. Land and Timber Inc., by the hand of L. G. Fishburne Pres., and J. H. Langford, Secy. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Norma S. Miley witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 19th day of March A. D. 1959
W. Gresham Maggett (seal affixed)
Notary Public for _____

J. D. Shillito

Form RW-3-SC-12-58

281

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

FORand in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated June 16, 1958, executed by U. S. Land and Timber Inc., and recorded in mortgage book 102. Page No. 155, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by U. S. Land & Timber Inc., to South Carolina Electric & Gas Company on the 18th day of March, 1959, over lands in Colleton County, South Carolina

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 18th day of March, 1959.

Signed, sealed and delivered in the presence of:
W. G. Moggett
J. D. Shillito

A. L. Fox (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me W. G. Moggett and made oath that he saw the within named A. L. Fox sign, seal and as his act and deed, deliver the within instrument of writing; and that he with J. D. Shillito, witnessed the execution thereof.

Sworn to before me this 18th day of March 1959
J. D. Shillito (Seal affixed) LS
NP for S. C.

W. G. Moggett

Line: _____
County: _____

RECEIPT FOR RIGHT OF WAY PAYMENT

_____

_____

_____

_____

TO

South Carolina Electric & Gas Company

Dated: _____, 19__

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19__, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on Page _____

BOOK 110

282

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I/We, on this 18th day of March 1959

We, Florence D. Fishburne and J. H. Langford

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Estate of Ryan Murphy and others

Easterly by lands of Walterboro-Colleton County Air Port Comm. and others

Southerly by lands of Walterboro-Colleton County Air Port Comm. and Howard Wilson

Westerly by lands of U. S. Hwy #15 and Estate of ~~Rax~~ Ryan Murphy

Right of way enters lands of grantors on the north from lands of Estate of Ryan Murphy and runs generally in a southeasterly direction across the above described tract of land to the southern boundary.

Fed Stamps $2.20
S C " $4.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand eight hundred seven and 50/100 Dollars ($1807.50) within 1 yrs from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Florence D. Fishburne (SEAL)

WITNESS:

J. H. Langford (SEAL)

James W. Skardon

Norma S. Miley

(SEAL)

(SEAL)

Recorded ~~Rx~~ 4/18/59 - 9 AM - A. B. ~~Crosby, Clerk~~ (SEAL)

(SEAL)

(SEAL)

Form SW-1-63-148

283

State of South Carolina,

County of Colleton

Personally appeared before me James W. Skardon and made oath that he saw the within named Florence D. Fishburne and J. H. Langford

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Norma S. Miley to the presence of each other, witnessed the due execution thereof.

James W. Skardon

Sworn to before me this 18th day of March, 1959.

W. Hresham Meggett (seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, James W. Skardon, a notary public of S. C., do hereby certify unto all whom it may concern that Mrs. Mary B. Langford, the wife of the within named J. H. Langford did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary B. Langford

Given under my hand and seal this 18th day of March, 1959.

James W. Skardon

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on pgs.

BOOK 110

284

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKV

ACCT. NO. M.O. 4456 - 150

CHECK NO. C-320.

March 19, 19 59

The undersigned hereby acknowledge receipt of timely payment of One thousand eight hundred seven and 50/100 ---- Dollars ($1807.50), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 18, 19 59 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

James W. Skardon — Florence D. Fishburne (SEAL)

Norma S. Miley — J. H. Langford (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me James W. Skardon and made oath that he saw the within named Florence D. Fishburne and J.H. Langford sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Norma S. Miley in the presence of each other, witnessed the due execution thereof.

James W. Skardon

Sworn to before me this 19 day of March, 19 59.

W. Gresham Haggatt (seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed name as witness thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public for

Form RW-3-SC-12-53

285

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated January 21, 1957 executed by Florence D. Fishburne and recorded in Morgage book no. 99 page No. 137, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by Florence D. Fishburne and J. H. Langford to South Carolina Elec. and Gas Company on the 18th of March 1959, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 18th day of March 1959

Signed, sealed and delivered in the presence of:
W. G. Meggett
J. D. Shillito

J. H. Langford (LS)

STATE OF SOUTH CAROLINA:

COUNTY OF COLLETON

PERSONALLY appeared before me W. G. Meggett and made oath that he saw the within named J. H. Langford sign, seal and as his act and deed, deliver the within instrument of writing; and that he with J. D. Shillito witnessed the execution thereof.

Sworn to before me this 18th day of March 1959
J. D. Shillito (Seal affixed)
Notary Public for S. C.

W. G. Meggett

RECEIPT FOR RIGHT OF WAY PAYMENT

Line: _____

County: _____

TO

South Carolina Electric & Gas Company

Dated: _____, 19__

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19__, at _____ o'clock in the _____ and recorded in Book _____ of Deeds for said County on page _____

BOOK 110

286

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) J. C. Koger on the 16th of December 1958

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. J. Crosby

Easterly by lands of Owen Colson

Southerly by lands of Kicklighter

Westerly by lands of Old Givans Ferry on ~~ext~~ Air Base Road

Center line of right of way crosses in the near proximity of the south west corner of the above described tract.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to relocate, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Thirty six and no/100 ---------- Dollars ($ 36.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

J. C. Koger (SEAL)

WITNESS:

Dora B. Koger (SEAL)

J. D. Shillito (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 4/18/59 - 9 AM -A. B. Crosby, Clerk

Form SW-1-RC—1-58

287

State of South Carolina,
County of Colleton

Personally appeared before me Dora B. Koger and made oath that he saw the within named J. C. Koger

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito to the presence of each other, witnessed the due execution thereof.

Dora B. Koger

Sworn to before me this 16th day of December 19 58

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with to the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

State of South Carolina,
County of

grantor a widower

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKV

ACCT. NO. 4456 - 150

CHECK NO. B-382 April 1 19 59

The undersigned hereby acknowledges receipt of timely payment of

Thirty six and no/100 ---------- Dollars ($ 36.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 16, 19 58 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Dora B. Koger — J. C. Koger (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Dora B. Koger

and made oath that he saw the within named J. C. Koger sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purpose therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Dora B. Koger

Sworn to before me this 1st day of April 1959

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purpose therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-58

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

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DEEDS

BOOK 110

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Roland F. Kicklighter, on the 18th of December 1958

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Colson Estate and Givans Ferry Road

Easterly by lands of Colson Estate and J. M. Colson

Southerly by lands of James W. Craven

Westerly by lands of Givans Ferry Road

Center line of right of way enters lands of grantor at a point near the northern most corner and runs generally in a southerly direction to a point where it leaves this tract and on crossing the Colson tract enters once again lands of grantor continuing in the same southerly direction to the southern boundary.

Fed Stamps 55
S C Stamp 1.00

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three hundred fifty and no/100 Dollars ($ 350.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

Roland F. Kicklighter (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
G. C. Nettles
~~J. D. Shillito~~

Recorded 4/18/59 - 9 AM - A. B. Crosby, Clerk

Form RW-1-80—1-56

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State of South Carolina,

County of Colleton

Personally appeared before me G. C. Nettles and made oath that he saw the within named Roland F. Kicklighter

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

G. C. Nettles

Sworn to before me this 10th day of December 19 58

J. D. Shillito (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

State of South Carolina,

County of Colleton

RENUNCIATION OF DOWER

I, J. D. Shillito, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Vera Nettles Kicklighter, the wife of the within named Roland F. Kicklighter, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Vera Nettles Kicklighter

Given under my hand and seal this 10th day of December 19 58

J. D. Shillito (Seal affixed)

Notary Public for S. C.

Line:

County:

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11SKV

ACCT. NO. 4456-160

CHECK NO. B-384

April 1, 19 59

The undersigned hereby acknowledge receipt of timely payment of

Three hundred fifty and no/100 ---------- Dollars ($ 350.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 18, 19 58 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. Vera Kicklighter

J. D. Shillito

Roland P. Kicklighter (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Vera Kicklighter

and made oath that he saw the within named Roland P. Kicklighter sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J.D.Shillito in the presence of each other, witnessed the due execution thereof.

Mrs. Vera Kicklighter

Sworn to before me this 1st day of April, 19 59

J. D. Kicklighter (Seal affixed)

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein tioned, and that with witnessed the execution thereof and

ubscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

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DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) James M. Colson on 18th of December 1958

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Roland Kicklighter

Easterly by lands of State Hwy separating these lands from other lands of Colson

Southerly by lands of Roland Kicklighter

Westerly by lands of Roland Kicklighter and Carter

Center line of right of way enters lands of grantor from the lands of Kicklighter on the north west property line of the above described property and runs generally in a southeasterly direction to the southeastern boundary of the tract.

Fed Stamps 55
S C Stamp 100

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two hundred and fifty and no/100 Dollars ($ 250.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

James M. Colson (SEAL)

WITNESS:
Mary Jean Craven Colson
J. D. Shillito

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 4/28x 4/18/59 - 9 AM - A. B. Crosby

Form SW-1-60--1-60

DEEDS

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State of South Carolina,
County of Colleton

Personally appeared before me Mary Jane Craven Colson and made oath that he saw the within named James M. Colson

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mary Jane Craven Colson

Sworn to before me this 18th day of December 19 58

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County,

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County,

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Coleton

RENUNCIATION OF DOWER

I, J.D.Shillito, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Mary Jane Craven Colson, the wife of the within named James M. Colson, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary Jane Craven Colson

Given under my hand and seal this 18th day of December 19 58

J. D. Shillito (Seal affixed)
Notary Public for S. C.

Liber County

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

296

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 11 SKV

ACCT. NO. 4456-150

CHECK NO. B-383 April 1, 19 59

The undersigned hereby acknowledge receipt of timely payment of Two hundred fifty and no/100 ---------- Dollars ($ 250.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 18, 19 58, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mary Jane Colson — James M. Colson (SEAL)

J. D. Shillito — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Mary Jane Colson and made oath that he saw the within named James M. Colson sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. D. Shillito in the presence of each other, witnessed the due execution thereof.

Mary Jane Colson

Sworn to before me this 1st day of April 19 59

J. D. Shillito (Seal affixed)
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

Notary Public for

Form RW-3-SC-12-52

297

MORTGAGE RELEASE

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

FOR and in consideration of the sum of One dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, I do hereby release and relinquish the lien of that certain mortgage dated Feb. 2, 1957, executed byJames M. Colson, and recorded in Mortgage book no. 99, page no. 273, in the office of the Clerk of Court, Colleton County, South Carolina, insofar only as it applies to the right of way for transmission line executed by James M. Colson, to South Carolina Electric & Gas Company on the 18th day of December 1958, over lands in Colleton County, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ----day of December 1958

Farmers and Merchants Bank,
Walterboro, S. C.

By: A. F. Henderson (Seal affixed
Cashier

Signed, sealed and delivered
in the presence of:
Bettie L. Hascall
Doris B. Amaker

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Bettie L. Hascall and made oath that she saw the within named A. F. Henderson, Cashier, sign, seal and as his act and deed, deliver the within instrument of writing; and that she with Doris B. Amaker witnessed the execution thereof.

Bettie L. Hascall

Sworn to before me this 23
day of December 1958
J. D. Shillito (Seal) Seal affixed
Notary Public for South Carolina.

RECEIPT FOR RIGHT OF WAY PAYMENT

Line: .....
County: .....

TO

South Carolina Electric & Gas Company

Dated: ..... 19....

Received in the Clerk's Office of the County of .....
South Carolina, on the ..... A. D. 19....
day of ..... o'clock in the .....
at ..... of Deeds
and recorded in Book .....
for said County on page .....

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

WHEREAS, we, Albert J. Novit and Bessie Z. Novit, are now indebted unto The South Carolina National Bank of Charleston, at its office at Sumter, South Carolina, in the sum of Twenty-five Thousand($25,000.00) dollars as evidence by our certain promissory note in writing of even date herewith, said note bearing interest at the rate of four and one-half (4½%) per cent per annum, and being payable in one hundred twenty (120) equal, successive, monthly installment of Two hundred fifty-nine and 10/100 ($259.10) dollars as in and by said note will more fully appear; and

WHEREAS, we desire to further secure the payment of the aforesaid note according to its terms:

NOW, KNOW ALL MEN BY THESE PRESENTS, That we, the said Albert J. Novit and Bessie Z. Novit, in consideration of the foregoing indebtedness and for the better securing the payment thereof to the said The South Carolina National Bank of Charleston, at its office at Sumter, South Carolina, and also in consideration of the further sum of Three ($3.00) dollars to us, the said Albert J. Novit and Bessie Z. Novit, in hand well and truly paid by the said The South Carolina National Bank of Charleston, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and deliver unto the said The South Carolina National Bank of Charleston, its successors and assigns:

All our right, title, estate and interest in and to any and all rentals payable to us, as Lessors, under the terms of that Certain Lease Agreement between said Bessie Z. Novit and Albert J. Novit, her husband, and The American Oil Company, a corporation under the laws of Maryland, which said Lease Agreement is dated June 19, 1958, and recorded September 23, 1958, in deed book 110, page 200, in the office of theClerk of Court for Colleton County.

And we do hereby authorize and direct the Lessee above named, or its agents or assigns, to make payment of the said rentals as and when the same become due and payable to the said The South Carolina National Bank of Charleston, at its office at Sumter, South Carolina.

And we do hereby appoint and constitute the said The South Carolina National Bank of Charleston as our true and lawful Attorney in Fact to collect, receive and receipt for the aforesaid rentals as and when the same may become due, without any liability whatsoever on the part of said Bank for any laches or neglect in the collection of the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Walterboro, South Carolina, this 4th day of May, A. D., 1959.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF:
Isadore Bogoslow
Margaret B. Hilliard

Albert J. Novit (Seal)
Bessie Z. Novit (Seal)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Isadore Bogoslow, who, being duly sworn, says that he saw the within named Albert J. Novit;and Bessie Z. Novit sign, seal and as their act and deed deliver the within written Assignment; and that he with Margaret B. Hilliard witnessed the due execution therof.

SWORN to before me this 4th day
of May, A. D., 1959

Isadore Bogoslow

Margaret B. Hilliard (LS) Seal affixed
Notary Public for S. C.

Recorded 5/4/59 - A. B. Crosby - Clerk of Court 12 noon

299

LEASE RENEWAL AND EXTENSION AGREEMENT

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, each to the other in hand paid, receipt of which is hereby acknowledged, and for other good and valuable considerations, the undersigned parties, LOUISE A. HIOTT, 538 Wichman Street, Walterboro, South Carolina, LESSOR, and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., P. O. Box 2337, Jacksonville, 3, Florida, LESSEE, agree as hereinafter set forth concerning that certain lease dated July 10th, 1952, covering store building, parking areas etc, located on the southeast corner of intersection of Wichman Street and Washington Street, Walterboro, Colleton County, South Carolina, known as 604 Wichman Street, now occupied by the Lessee, said lease being recorded in Colleton County, South Carolina July 23, 1952, in book 110, page 1 to 8; said Lease being hereinafter referred to as The Lease.

THE LESSEE hereby agrees to exercise the four (4) year renewal privilege provided by The Lease dated July 10, 1952; said renewals to commence on the First day of April 1961, the day following the expiration of the current term of said Lease;

THE LESSOR AGREES to grant to the Lessee, at its option, the privilege of One (1) additional renewal of The Lease for a period of Three (3) years, to begin, if said option to renew is exercised by Lessee, on the first day of April ~~1955~~ 1965; Said renewal shall be subject to all the terms and conditions of said original Lease dated July 10, 1952.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on this the 30th day of January AD 1961, in the presence of:

WITNESSES:
Jessie H. Rowe
Ruth H. Cooler

Louise A. Hiott (LS)
Lessor

W. E. Law
Helen Parson

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.,
(corp seal affixed)
by: A. D. Barratt (seal)
Authorized official) LESSEE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY before me appeared Jessie H. Rower, who being duly sworn, says that she saw the within named Louise A. Hiott sign, seal and as her act and deed deliver the above written Lease; and that she with Ruth H. Cooler witnessed the due execution thereof.

Sworn to before me this 30th
day of January 1961.
W. A. Filbert (seal affixed)
Notary Public in and for --
My commission expires pleasure of the Gov.

Jessie H. Rowe

Stamps: # 432

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY ~~xx~~ before me appeared W. E. Law, who being duly sworn, says that he saw the within named A. D. Barratt sign, seal, and as his act and deed deliver the above written Lease, and that he with Helen Pearson, witnessed the due execution thereof.

SWORN to before me this 23rd day of February 1961.
B. L. Kamerling (seal affixed)
Notary Public in and for Florida at Large
My commission expires April 7, 1962.

W. E. Law

Recorded 3/1/61 - 11 AM

BOOK 110

300

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE St. George - Ritter 115 KV

ACCT. NO. 8456-150

CHECK NO. C-347

Feb. 10, 19 61

The undersigned hereby acknowledge receipt of timely payment of

Five hundred fifty-four and no/100 --- Dollars ($ 554.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 10, 1961, 19, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Ruth P. Tilley

Gerald C. Smoak

A. B. Crosby, (SEAL)
Clerk of Court for Colleton County, (SEAL)
for Stanley Langdale and Jimmy (SEAL)
Langdale, pursuant to Order of the (SEAL)
~~Honorable W.L.Rhodes, Jr., Resident~~
Judge of the 14th Judicial Circuit, (SEAL)
dated 10 February 1961

State of South Carolina,
County of Colleton }

Personally appeared before me Ruth P. Tilley
and made oath that he saw the within named A.B.Crosby, Clerk of Court sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Ruth P. Tilley

Sworn to before me this 10th day of March 1961 19

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County }

Stamps 2.00-S.C. 1.10 U.S. 3.10

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-12-58

3/10/61 - 9 AM

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

302

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE AGREEMENT

THIS AGREEMENT, made this 29th day of August, 1961, between Monroe Grayson and Lucas C. Padgett, WITNESSETH:

In consideration of the mutual promises and undertakings of the parties hereto and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Monroe Grayson hereby leases to Lucas C. Padgett, and Lucas C. Padgett hereby sub-leases to Monroe Grayson, the following described property upon which is to be operated a service station business in the building now being used therefor, upon the terms and conditions hereinafter stated:

LCP
MG

A All that lot of land, together with all buildings and improvements thereon, measuring approximately seventy-five (75') feet by eighty-five (85') feet, and being located on the Northwest corner of Sweat Street and Lemacks Street, in the town of Walterboro, Colleton County, South Carolina.

For assignment see Bill of Sale Book #13 at page 236

2. The term of this lease shall be for six (6) years and nine (9) months should Monroe Grayson not satisfy the note and mortgage to Mrs. Ethel M. Padgett dated 29 August, 1961, before that time. Should Monroe Grayson satisfy the note and mortgage above referred to, then the term of this lease shall be for one (1) year after said mortgage has been satisfied. It is agreed between the parties that unless sixty (60) days notice in writing shall be given prior to the expiration of the period hereinabove specified by either party to the other of his desire to terminate this agreement, then this lease will be considered as extended and binding from the termination of the period hereinabove specified in all its provisions as a yearly lease, which may be thereafter terminated by either party at the end of any yearly period by notice in writing of not less than sixty (60) days given by either party to the other before the end of said yearly period.

3. The consideration for this lease shall be as follows: Until such time as the note and mortgage of Monroe Grayson to Mrs. Ethel M. Padgett shall be paid and satisfied, Lucas C. Padgett shall pay the sum of seventy-five ($75.00) Dollars per month to Mrs. Ethel M. Padgett, commencing 10 October, 1961, and on

Recorded Aug 31 1961.

Recorded [illegible] 31 1951

(Page One)

Dollars per month to Mrs. Ethel M. Padgett, commencing 10 October, 1951, and on
paid and satisfied, Lucas C. Padgett shall pay the sum of seventy-five ($75.00)
time as the note and mortgage of Monroe Grayson to Mrs. Ethel M. Padgett shall be

4. The consideration for this lease shall be as follows: Until such
yearly period.

than sixty (60) days given by either party to the other before the end of said
either party at the end of any yearly period by notice in writing of not less
in all its provisions as a yearly lease, which may be thereafter terminated by
extended and binding from the termination of the period hereinabove specified
his desire to terminate this agreement, then this lease will be considered as
expiration of the period hereinabove specified by either party to the other of
that unless sixty (60) days notice in writing shall be given prior to the
year after said mortgage has been satisfied. It is agreed between the parties
and mortgage above referred to, then the term of this lease shall be for one (1)
dated 29 August, 1951, before that time. Should Monroe Grayson satisfy the note
should Monroe Grayson not satisfy the note and mortgage to Mrs. Ethel M. Padgett

5. The term of this lease shall be for six (6) years and nine (9) months.

Carolina.

and Lemacks Street, in the town of Waterboro, Colleton County, South
(85.) feet, and being located on the Northwest corner of Sweet Street
thereon, measuring approximately seventy-five (75.) feet by eighty-five
All that lot of land, together with all buildings and improvements

therefor, upon the terms and conditions hereinafter stated:

is to be operated a service station business in the building now being used
hereby sub-leases to Monroe Grayson, the following described property upon which

1. Monroe Grayson hereby leases to Lucas C. Padgett, and Lucas C. Padgett
is hereby acknowledged, the parties hereto mutually agree as follows:

hereto and for other good and valuable consideration, the receipt of which

In consideration of the mutual promises and undertakings of the parties
and Lucas C. Padgett, WITNESSETH:

THIS AGREEMENT, made this 29th day of August, 1951, between Monroe Grayson

COUNTY OF COLLETON)
STATE OF SOUTH CAROLINA) LEASE AGREEMENT

305

DEEDS

the 10th day of each month thereafter, until said note and mortgage is paid in full; and Monroe Grayson shall pay the sum of Seventy-five ($75.00) Dollars per month to Lucas C. Pedgett, commencing 10 October, 1961, until said note and mortgage is paid in full. After said note and mortgage is paid in full, the consideration for this lease shall be the mutual promises and undertakings of the parties hereto contained in that agreement between the parties dated 25 February, 1957, recorded in the office of the Clerk of Court for Colleton County in book 120, at page 59.

4. Except as such terms of the agreement between the parties hereto dated 25 February, 1957, might conflict with this agreement, all terms of said prior agreement are hereby incorporated in this agreement and made a part hereof.

5. This lease shall extend to and be binding upon the respective heirs, executors, and administrators of the parties hereto.

IN WITNESSETH WHEREOF, the parties have executed this agreement on the day first above mentioned.

WITNESSETH:

/s/ Hoyt T. Black — /s/ Monroe Grayson (L.S.)

/s/ Mildred Ann Pell — /s/ Lucas C. Padgett (L.S.)

DEED

302B

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Mildred Ann Polk, who, being duly sworn, says that she saw Lucas C. Padgett and Monroe Grayson, sign, seal, and as their act and deed deliver the within agreement and that she with John T. Black witnessed the execution thereof.

SWORN to before me this
30th day of August, 1961

/s/ Mildred Ann Polk

/s/ John T. Black (L.S.)
Notary Public for South Carolina

303

303-B

303A

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE AGREEMENT

Made and entered into at Walterboro, South Carolina, on this, the 6th day of June, 1962, this indenture and agreement between and by Jennie Mae Adams, lessor of the first part, and Lester P. Jordan, Jr., lessee of the second part:

All that certain piece, parcel or lot of land in Cottageville, S. C., with the store building thereon, measuring and containing one (1) acre, more or less and bounded as follows: East by Methodist Church lot; South by State Highway No. 17A; West by lands of S. A. Jacques and North by lands of S. A. Jacques,

with all the appurtenances thereto belonging.

TO HAVE AND TO HOLD, the said premises unto the said Lester P. Jordan, Jr., his executors, administrators and assigns, for the full term of three (3) years, commencing on the 6th day of June, 1962, the lessee yielding and paying therefor Fifty ($50.00) Dollars per month, payable on the first of each month during the term of this lease, provided that such lease shall be subject to the conditions as herein set forth.

It is further understood and agreed that the Lessee is to make no repairs to the building at the expense of the Lessor, without first obtaining the written consent of the Lessor.

It is further understood and agreed that at the termination of this lease, the Lessee will return the premises to the Lessor in as good condition as it is when he takes possession thereof, natural wear and decay excepted.

It is further understood and agreed that in case of the total destruction of the building hereon by fire or otherwise, then in that event, this Lease will terminate.

It is further agreed and understood that in the event the Lessor desires to sell the above described property at any time during the

-1-

Recorded June 13 1962,

3034

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE AGREEMENT

Made and entered into at Walterboro, South Carolina, on this 6th day of June, 1952, this indenture and agreement between and by C. Dennis Lee Adams, lessor of the first part, and Lester P. Jordan, Jr., lessee of the second part:

All that certain piece, parcel or lot of land in Cottageville, S. C., with the store building thereon, containing and containing one (1) acre, more or less and bounded as follows: East by Wellon-Ellis Church lot; South by State Highway No. 174; West by lands of S. A. Jacques and North by lands of S. A. Jacques;

with all the appurtenances thereto belonging.

TO HAVE AND TO HOLD, the said premises unto the said lester P. Jordan, Jr., his executors, administrators and assigns, for the full term of three (3) years, commencing on the 6th day of June, 1952, the lessee yielding and paying therefor FIFTY ($50.00) Dollars per month, payable on the first of each month during the term of this lease, provided that such lease shall be subject to the conditions as hereinafter set forth.

It is further understood and agreed that the lessee is to make no repairs to the building at the expense of the lessor, without first obtaining the written consent of the lessor.

It is further understood and agreed that at the termination of this lease, the lessee will return the premises to the lessor in as good condition as it is when he takes possession thereof, natural wear and decay excepted.

It is further understood and agreed that in case of the total destruction of the building hereon by fire or otherwise, then in that event, this lease will terminate.

It is further agreed and understood that in the event the lessor desires to sell the above described property at any time during the

-2-

Recorded June 13 1952.

term of this lease, that the Lessee will vacate the premises upon six (6) months notice from the Lessor.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

s/ Ruth Saunders

s/ Harold C. Lemon

s/ Jennie Mae Adams (L.S.)
Jennie Mae Adams, Lessor

s/ Lester P. Jordan (L.S.)
Lester P. Jordan, Lessee

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Ruth Saunders and made oath that he saw the within named Jennie Mae Adams and Lester P. Jordan, Jr., sign, seal and as their acts and deeds, deliver the within written Lease Agreement, and that he, with Harold C. Lemon witnessed the execution thereof.

s/ Ruth Saunders

SWORN to before me this
6th day of June, 1962.

s/ Harold C. Lemon (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

DEEDS

term of this lease, that the lessee will vacate the premises upon six (6) months notice from the lessor.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jennie Mae Adams, Lessor (L.S.)

Lester P. Jordan, Lessee (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me, and made oath that he saw the within named Jennie Mae Adams and Lester P. Jordan, Jr., sign, seal and as their acts and deeds, deliver the within written Lease Agreement, and that he, with witnessed the execution thereof.

SWORN to before me this 6th day of June, 1962.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Jennie Mae Adams,

Lessor,

and

Lester P. Jordan, Jr.,

Lessee.

L E A S E

Recorded this
day of A.D. 19
In Book Page
At o'clock M.

Clerk of Court, Colleton County, S. C.

3'05

BOOK 110

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

SAND CLAY MATERIAL

5605 306

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,325 Road No. 242 and 243

THIS AGREEMENT made and entered into this 25th day of June 1962, by and between B. F. Ackerman hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of .75 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in cultivated field approximately 3410' right of Station 90/21.8

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

using existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until 1964 June 25

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [ ] rents and royalties in the sum of two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 45 days from date hereof [ ], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage

).

Recorded 7/3/62 - 2 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Jennie Mae Adams,

Lessor,

and

Lester P. Jordan, Jr.,

Lessee.

L E A S E

Recorded this _____
day of _____ A.D. 19____
in Book _____ Page _____
At _____ o'clock ____ M.

Clerk of Court, Colleton County, S. C.

305

BOOK 110

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

SAND CLAY MATERIAL 5605 306

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. 15,325 Road No. 242 and 243

THIS AGREEMENT made and entered into this 25th day of June 1962, 19__, by and between B.F. Ackerman hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of .75 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in cultivated field approximately 3410' right of Station 90/21.8

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

using existing road

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until 1964 June 25

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, [redacted] rents and royalties in the sum of Two hundred ($200.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 45 days from date hereof [redacted], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows: No drainage

3.

Recorded 7/3/62 - 2 PM

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
Billy Baker

B. F. Ackerman
Lessor.

Witnesses as to State Highway Department:

Saundra E. Richbourg
Linda Kay Blume

S. C. State Highway Department
By A. A. Muckenfuss

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named B.F.Ackerman sign, seal and as his act and deed, execute the within written instrument; and that he with Billy Baker witnessed the execution thereof.

Sworn to before me this 25
day of June, 19 62

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra E. Richbourg and made oath that she saw the within named A. A. Muckenfuss sign, seal and as his act and deed, execute the within written instrument; and that she with Linda Kay Blume witnessed the execution thereof.

Sworn to before me this 28th
day of June, 19 62

Saundera E. Richbourg

Julius W. Theile (Seal affixed)
Notary Public for S. C.
My com. exp. at the pleas. of the Gov.

The State of South Carolina
County of

No Mortgage
Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we)

do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by

to

recorded in Mortgage Book ___ at Page ___ in office of the Clerk of Court or RMC of

County.

WITNESS our hand and seal this ___ day of ___, 19__.

In the presence of:

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

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STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Thomas Legare Hiers, of Colleton County, South Carolina, hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that certain piece, parcel or lot of land, with the buildings thereon, situate, lying and being in Druid Hills Subidvision, near the Town of Walterboro, County of Colleton, State of South Carolina, shown and dasignated as Lot No. Twenty-eight (28) on a plat of said subdivision prepared by S. S. Snook, of date 8 January, 1955; recorded in the Office of the Clerk of Court for Colleton County, in Plat Book 8 at page 162, measuring one hundred sixty (160) feet on the Northern and Southern boundaries and ninety (90) feet on the Eastern and Western boundaries, and bounded on the North by Lot No. 29 of said subdivision; on the East by Druid Hills Road; on the South by Lot No. 27 of the said subdivision; and on the West by Lot No. 23 of said sub division.

This property was conveyed to the said Association by Deed from Willie Lemacks, Retha Lemacks, and Naomi L. Whetsel, by Deed dated October ___, 1961, Deed Book 130, page 115; and by Deed from Emily Ulmer Lemacks, dated September 15, 1961, Deed Book 129, page 355; and by O. H. Rhodes, Probate Judge, Colleton County, by Deed dated April 2, 1962, Deed Book 130, page 379; said Deeds recorded in the Office of the Clerk of Court for Colleton County, South Carolina.

For assignment see this Book, Pgs 308A & 308C.

For Satisfaction see Deed Book 218 at Page 16.

For Satisfaction of Assignment see Misc. M.R.E. Book 110 at Page 213.

Recorded Aug 6 1962

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ASSIGNMENT

308-A

WHEREAS, We, Thomas Legare Hiers and Lilliam Hiers, are indebted to Capital Discount Company, in the sum of Three Thousand One Hundred Twenty-five and 71/100 ($3,125.71) Dollars as evidenced by our certain promissory note in writing, in the sum of Three Thousand One Hundred Twenty-five and 71/100 ($3,125.71) Dollars, with interest from date at the rate of Six (6%) per cent per annum, on the unpaid balance, payable monthly; principal and interest to be paid in equal successive monthly installments of Sixty and 42/100 ($60.42) Dollars each per month, beginning November 1, 1963; these monthly payments to be applied first to interest, and the balance to principal, until the whole amount, both principal and interest, is paid in full and satisfied; provided however, that the obligors may at any monthly payment period pay any amount that they desire in addition to the regular monthly payment on the principal; provided further, that if default be made in the payment of any installment of principal or interest when due and that the same shall continue for a period of thirty (30) days the obligee shall have the right to declare the whole amount unpaid hereon at once due and payable.

NOW THEREFORE, in consideration of the said debt and note in order to better secure the same and any and all renewals thereof, and as an inducement of said note by Capital Discount Company, and in further consideration of the sum of One ($1.00) Dollar to us in hand paid at and before the sealing of these presents, the receipt whereof is hereby acknowledged, we, the said Thomas Legare Hiers and Lilliam Hiers, have granted, bargained, sold, assigned and set over and delivered, and by these presents do grant, bargain, sell, assign, set over and deliver to the Capital Discount Company, its successors and assigns, all of our right, title and interest in and to that certain Agreement and Contract of Sale dated the 4th day of August 1962 held by us and assigned by the First Federal Savings & Loan Association of Beaufort, as Seller, and Thomas Legare Hiers, as Purchaser, concerning purchase or right to purchase Lot No. Twenty-eight (28) in the Druid Hill Subdivision, near the Town of Walterboro, Colleton County, South Carolina, as shown on a plat of said subdivision made by S. S. Snook, dated January 8, 1955 and recorded in Plat Book 8, page 162, Clerk of Court's Office for Colleton County, together with the right, title and interest whatsoever of Thomas Legare Hiers in, to and under said Contract and the said lot, and I, Thomas Legare Hiers, hereby authorize and direct First Federal Savings & Loan Association of Beaufort, Beaufort, South Carolina, its successors and

(continued on the back of the following page) 308 C

308B

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Five Thousand Five Hundred and No/100 ------- ($ 5,500.00) Dollars to be paid in the manner following: The sum of Four Hundred and No/100 ------- ($ 400.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Five Thousand One Hundred and No/100 ---- ($ 5,100.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Thomas Legare Hiers

(his) (her) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Forty and No/100 ---- ($ 40.00) Dollars each, commencing on the first day of October, 19 62, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------- ($ ----------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($ ----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Six and No/100 ----- ($ 6.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

208-B
308C

308D

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 4th day of August, 1962, and witness the Hand and Seal of the within Thomas Legare Hiers this 4th day of August, 1962.

Signed, Sealed and Delivered in Presence of:

Betty R. Brown

Myrtle L. Bryant

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas
CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas
JAMES G. THOMAS, *Manager.*

Marguerite L. Kinard

Calhoun R. Lesesne

Thomas Legare Hiers (SEAL)
Thomas Legare Hiers
Purchaser.

_____ (SEAL)
Purchaser.

308E 308E

assigns, to execute and deliver deed of conveyance of said lot to Capital Discount Company, its successors and assigns; provided always, nevertheless, that it is the true intent and meaning of these presents that if we, Thomas Legare Hiers and Lillian Hiers, our Heirs executors, administrators and assigns, do and shall well and truly pay or cause to be paid the said debt or note at maturity with interest thereon, and any renewal note or notes which at any time may be taken therefor, or for any part thereof, to Capital Discount Company, its successors and assings, then this assignment to be null and void, otherwise to remain in full force and effect.

WITNESS our hands and seals this 11th day of October 1963.

Signed, Sealed and Delivered in the presence of:

Thomas Legare Hiers

Lillian Hiers

E. L. Willcox

William Freeman

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me E. L. Willcox and made oath that he saw the within named THOMAS LEGARE HIERS AND LILLIAN HIERS sign, seal, and as their act and deed, deliver the within written Assignment, and that he with William Freeman witnessed the execution thereof.

E. L. Willcox

SWORN to before me this 11th day of October, 1963.

Dell Glas[illegible]w - seal affixed
Notary Public for South Carolina

Recorded 10/15/63 9 A. M.

BOOK 110

Page Four

~~Page Three~~

308F

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Betty R. Brown, who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James G. Thomas, its Manager, attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps witnessed the execution thereof.

Betty R. Brown

SWORN to before me, this 4th day of August, 1962

Myrtle G. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within-named Thomas Legare Hiers sign, seal, and, as his act and deed, deliver the within-written Sales Contract; and that she with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me, this 4th day of August, 1962

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

I, Marguerite S. Kinard, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lillian V. Hiers the wife of the within-named Thomas Legare Hiers, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 4th day of August, A. D. 1962

Lillian V. Hiers (SEAL)

Marguerite S. Kinard (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

THOMAS LEGARE HIERS

CONTRACT OF SALE

I hereby certify that the within Contract has been

this _____ day of _____, A. D.

19____, recorded in my office in Book _____

of _____, Page _____

Clerk of the Court of Common Pleas and General

Sessions for _____ County.

DEEDS

301

B-110

310

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON ASSIGNMENT

FOR VALUABLE CONSIDERATION to me in hand paid, receipt of which is hereby acknowledged, I, Bessie Z. Novit, individually, as Executrix of the Estate of A. J. Novit, deceased, and as sole beneficiary under the Will of A. J. Novit, deceased, do hereby transfer, set over and assign to Novit-Siegel Real Estate Company, Inc., without recourse, all my right, title and interest in and to that certain lease between Bessie Z. Novit and Albert J. Novit, as lessors, and The American Oil Company, as lessee, dated 19 June 1958, recorded in Book 110, at Page 200, in the Office of the Clerk of Court for Colleton County, South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of August 1964.

Signed, sealed and delivered in the presenceof:

Donald H. Fraser Estelle M. Smith

Bessie Z. Novit, individually, as Executrix of the Estate of A. J. Novit, deceased, and as sole beneficiary under the Will of A. J. Novit, deceased (L.S.)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Estelle M. Smith and made oath that she saw the within named Bessie Z. Novit, individually, as Executrix of the Estate of A. J. Novit, deceased, sign, seal and, as her act and deed, deliver the within written Assignment for the uses and purposes therein mentioned, and that she, with Donald H. Fraser, witnessed the execution thereof.

SWORN to before me this 28 day of August 1964. Estelle M. Smith

Donald H. Fraser, Notary Public for South Carolina (SEAL)
My Commission expires at the pleasure of the Governor.

Recorded August 28, 1964 3 P. M.

DEEDS

311

312

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

RELEASE

WHEREAS, by written instrument designated "Airport Lease, Maintenance and Operation Agreement" dated December 15, 1948, the Walterboro-Colleton County Airport Commission, as lessor, granted, bargained, and leased unto South Carolina Aeronautics Commission, as lessee, certain lands with buildings and improvements thereon in Colleton County generally known as the Walterboro Airport and more particularly described in the aforesaid written agreement; and

WHEREAS, the parties to said lease agreement have mutually agreed to release a certain portion of the demised premises from the terms of the said agreement of December 15, 1948;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid, receipt whereof is hereby acknowledged, the South Carolina Aeronautics Commission hereby releases from the terms of the said lease agreement of December 15, 1948, and releases to the Walterboro-Colleton County Airport Commission, that certain parcel of land having a metal hangar and small steel building and other improvements thereon and more particularly delineated by a plat dated November 12, 1966, prepared by G. E. Miley, Jr., Registered Land Surveyor, entitled "Plat of a parcel of land situate at Anderson Field, Walterboro to be leased to J. P. Stevens Company", a copy of which plat is attached hereto as a part and parcel of this release agreement.

In all other respects, and except as set out in this release agreement, the lease agreement between the parties dated December 15, 1948, is to remain unaltered and in full effect.

IN WITNESS WHEREOF, the parties hereto have caused this written release agreement to be executed and delivered this 28 day of December 1966.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Gladys F. Tyler

Jenelle B. Williams

✓ Agnes Walker

Virginia F. Whitley

1-6-67 2 P.M.

SOUTH CAROLINA AERONAUTICS COMM.

BY: G. C. Merchant Jr.

Director

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION

BY: Howell H. Smoak

Chairman

Fur Campbell

Sec, Treas

312

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) R E L E A S E

WHEREAS, by written instrument designated "Airport Lease, Maintenance and Operation Agreement" dated December 15, 1948, the Walterboro-Colleton County Airport Commission, as lessor, granted, bargained, and leased unto South Carolina Aeronautics Commission, as lessee, certain lands with buildings and improvements thereon in Colleton County generally known as the Walterboro Airport and more particularly described in the aforesaid written agreement; and

WHEREAS, the parties to said lease agreement have mutually agreed to release a certain portion of the demised premises from the terms of the said agreement of December 15, 1948;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid, receipt whereof is hereby acknowledged, the South Carolina Aeronautics Commission hereby releases to the Walterboro-Colleton County Airport Commission, that certain parcel of land having a metal hanger and small steel building and other improvements thereon and more particularly delineated by a plat dated November 12, 1956, prepared by C. E. Miley, Jr., Registered Land Surveyor, entitled "Plat of a parcel of land situate at Andersen Field, Walterboro to be leased to J. P. Stevens Company", a copy of which plat is attached hereto as a part and parcel of this release agreement.

In all other respects, and except as set out in this release agreement, the lease agreement between the parties dated December 15, 1948, is to remain unaltered and in full effect.

IN WITNESS WHEREOF, the parties hereto have caused this written release agreement to be executed and delivered this 28 day of December 1956.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA AERONAUTICS COMM.
BY:

WALTERBORO-COLLETON COUNTY
AIRPORT COMMISSION
BY:
Chairman

Sec. Treas.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Agnes Walker and made oath that she saw the within named Walterboro-Colleton County Airport Commission, by Howell H. Sweat, Chm. & F. W. Campbell, Sec. Treas., sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with Virginia F Whalley witnessed the execution thereof.

Agnes Walker

SWORN to before me this
31 day of December 1966.
Martin A. Jones
NOTARY PUBLIC FOR SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me Gladys F Tyler and made oath that she saw the within named South Carolina Aeronautics Commission, by G. C. Murbarger, Jr. Director, sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with Jenelle B. Williams witnessed the execution thereof.

Gladys F Tyler

SWORN to before me this
29th day of December 1966.
Jenelle B Williams
NOTARY PUBLIC FOR SOUTH CAROLINA

Recorded - Jan 6, 1967
2 P M

DEEDS

3/24

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Arnes Walker, Esq. and made oath that she saw the within named Walterboro-Colleton County Airport Commission, by Howell H. Sweat, Chm. & F. W. Campbell, Sec. Treas., sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with Virginia F. Whalley witnessed the execution thereof.

[signature]

SWORN to before me this
21 day of December 1966.

[signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me [signature] and made oath that she saw the within named South Carolina Aeronautics Commission, by [signature], sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with [signature] witnessed the execution thereof.

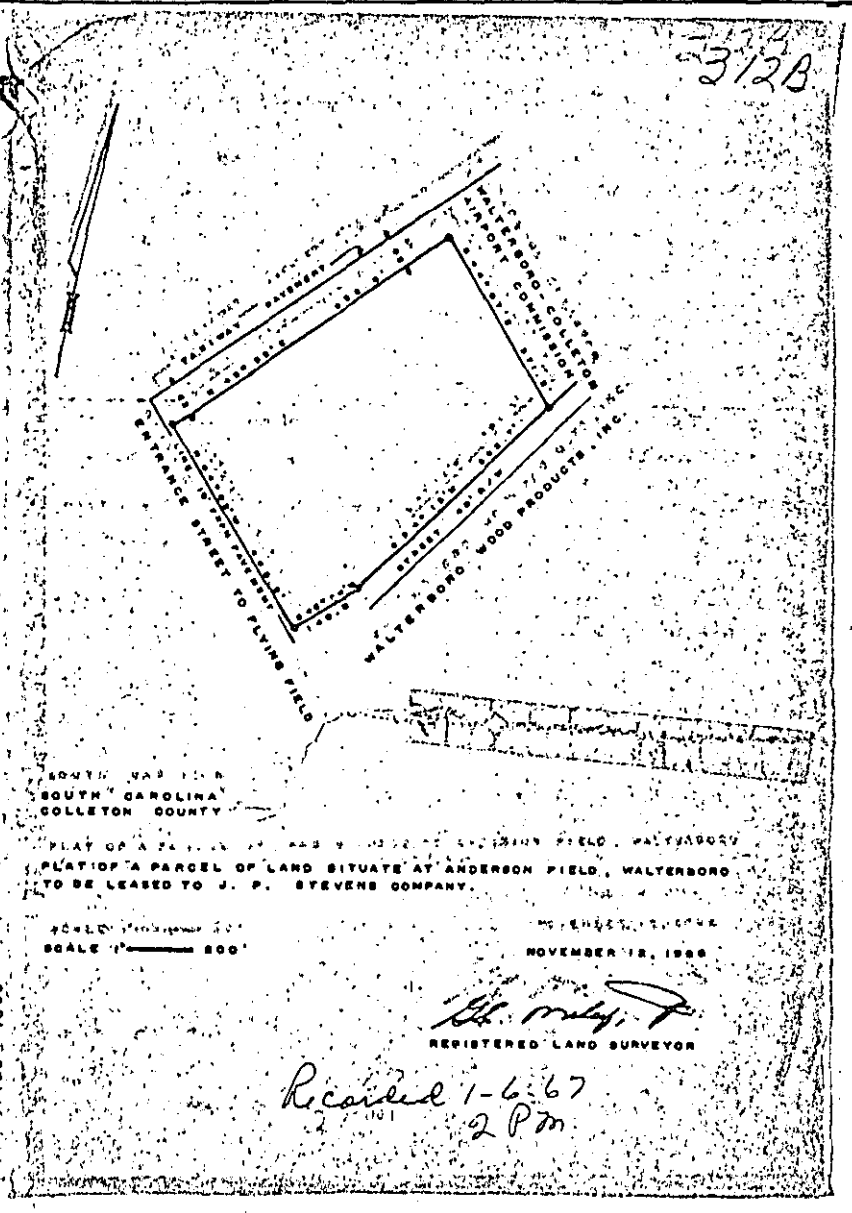
[signature]

SWORN to before me this
22 day of December 1966.

[signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

[signature]

312B



SOUTH CAROLINA
COLLETON COUNTY

PLAT OF A PARCEL OF LAND SITUATE AT ANDERSON FIELD, WALTERBORO
TO BE LEASED TO J. P. STEVENS COMPANY.

SCALE 1" = 200'

NOVEMBER 12, 1966

REGISTERED LAND SURVEYOR

FILE - 1088

Recorded 1-6-67
2 PM

DEEDS

3/24

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Agnes Walker, and made oath that she saw the within named Walterboro-Colleton County Airport Commission, by Edwell H. Sweat, Chmn. & F. W. Campbell, Sec. Treas., sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with Virginia F. Bailey witnessed the execution thereof.

Agnes Walker

SWORN to before me this
21 day of December 1966.

NOTARY PUBLIC FOR SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me [illegible] and made oath that she saw the within named South Carolina Aeronautics Commission, by [illegible], sign, seal, and as its corporate act and deed, deliver the within written instrument, and that she with [illegible] witnessed the execution thereof.

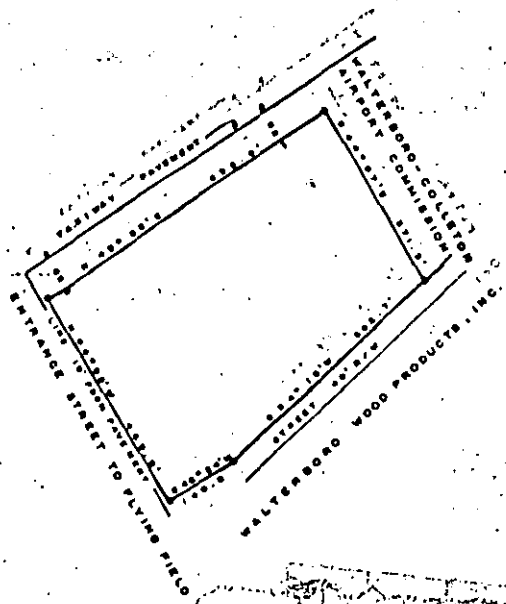
[illegible]

SWORN to before me this
22 day of December 1966.

NOTARY PUBLIC FOR SOUTH CAROLINA

[illegible]

312B



SOUTH CAROLINA
COLLETON COUNTY

PLAT OF A PARCEL OF LAND SITUATE AT ANDERSON FIELD, WALTERBORO, TO BE LEASED TO J. P. STEVENS COMPANY.

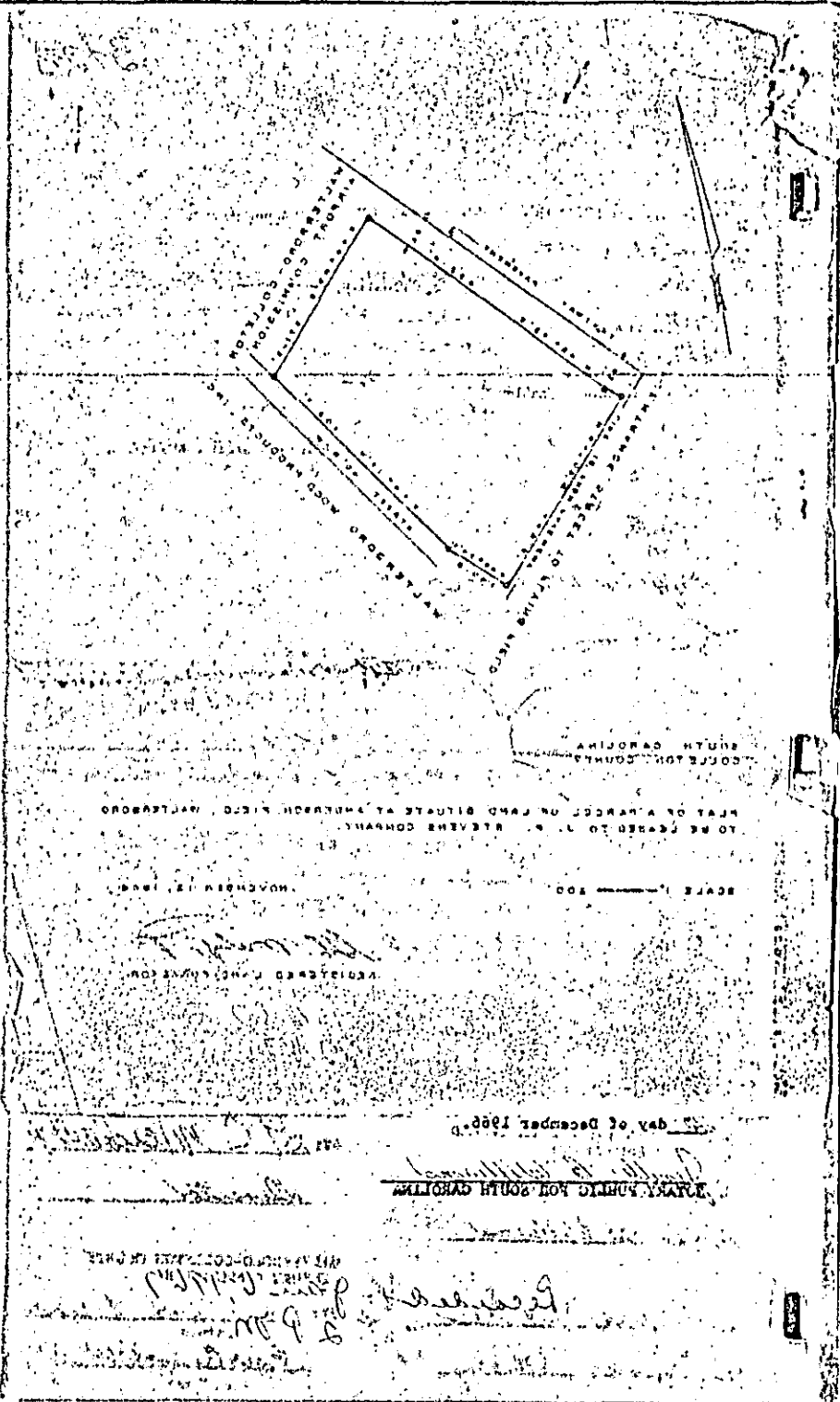
SCALE 1"——— 200'

NOVEMBER 18, 1966

REGISTERED LAND SURVEYOR

FILE 1068

Recorded 1-6-67
2 PM



STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

ASSIGNMENT OF CONTRACT
Account 1310-7

WHEREAS, Bertha Myers entered into a contract with the First Federal Savings and Loan Association of Beaufort, South Carolina, to purchase certain real property hereinbelow described on the 20th day of June, 1958, which contract was recorded in the Office of the Clerk of Court for Colleton County in Deed Book 110 at page 190, on the 23rd day of June, 1958, said contract providing, among other things, that the said First Federal Savings and Loan Association of Beaufort, South Carolina would execute and deliver to the said Bertha Myers a fee simple title to said property upon the payment by the said Bertha Myers of the sum of Thirty-One Hundred ($3,100) Dollars, with interest from date at the rate of 6% per annum, and

WHEREAS, the said Bertha Myers desires to convey to O. B. Samuel all her right, title and interest in said contract,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, Bertha Myers, for and in consideration of the sum of One ($1.00) Dollar, and other consideration, do hereby sell, assign and transfer to O. B. Samuel all my right, title and interest in and to the contract referred to hereinabove between Bertha Myers and First Federal Savings and Loan Association of Beaufort, South Carolina, and direct that upon the fulfillment of the terms of the contract by the said O. B. Samuel, that a Deed be issued to him for the real property fully described in the said Contract of Sale, to which reference is craved for a detailed description.

There is now due on the said contract Nine Hundred Ninety-Two and 02/100---($992.02)---Dollars, with interest thereon at the rate of 6% per annum from January 1, 1970.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 20th day of Feburary 20, 1970.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ann Blocker

Wendell O. Adams

Bertha Myers

Recorded February 24, 1970. 3:00 P.M.

DEEDS

314

-1-

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PROOF OF EXECUTION

PERSONALLY appeared before me Ann Blocker and made oath that she saw the within named Bertha Myers sign, seal, and as her act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that she, with Wendell O. Adams witnessed the execution thereof.

SWORN to before me this 20th day of February 1970.

Wendell O. Adams
Notary Public for South Carolina

Ann Blocker
Ann Blocker

Recorded February 24, 1970. 3:00 P.M.

315

316

CANCELLATION AGREEMENT S/S #1774

This Cancellation Agreement, made this 23rd day of April, 19 71, by and between Sam Siegel and Herbert Lawrence Novit, Executors of the Estate of Bessie Z. Novit

whose address is Novit-Siegel Real Estate Company, P. O. Box 1156, Walterboro, S. C. 29488 hereinafter called Lessor, and THE AMERICAN OIL COMPANY, a Maryland corporation, with its main business office at 910 South Michigan Avenue, Chicago, Illinois, hereinafter called Lessee:

Witnesseth:

Lessor and Lessee hereby agree that the lease dated the 19th day of June, 19 58, by and between Lessor and Lessee, or their predecessors in interest, as the same may have been amended, renewed and/or extended, is hereby cancelled effective as of the 30th day of April 19 71, in consideration of the payment by Lessee to Lessor of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged. In consideration of such payment Lessor also hereby releases Lessee from any and all claims and causes of action of whatsoever nature or kind arising out of or connected in any manner whatsoever with the occupation of the premises by Lessee, or the landlord-tenant relationship between the parties hereto as the same has heretofore existed, and vests Lessee with the privilege to enter upon the premises at any time and remove all buildings, improvements and equipment belonging to Lessee thereon within thirty (30) days after the date of this instrument or the effective date of this cancellation, whichever shall be the later date.

LOCATION: Jefferies Blvd. (U.S. Hwy. #15) and Wichman St., Walterboro, Colleton Co., S. C.

RECORDED: Office, Clerk of Court, Colleton Co., S. C., in Book 110, at Page 200.

In Witness Whereof, the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

WITNESS AS TO BOTH:

W. H. Thompson

Judith M. Hijap

Sam Siegel (SEAL)

Herbert Lawrence Novit, Executors of the Estate of Bessie Z. Novit (SEAL)

WITNESS:

J. Blalock

B. M. Ford

THE AMERICAN OIL COMPANY

By R. H. Leet - Regional Vice President

Approved as to form

(SEE OVER)

Recorded June 14, 1971. 11:00 A.M.

317

ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF BEAUFORT)

Personally appeared before me W. H. Thompson, who being duly sworn, says that he saw the within named Sam Siegel and Herbert L. Novit, Executors of the Estate of Bessie Z. Novit sign, seal and as their act and deed, deliver the foregoing Cancellation Agreement, and that he, with Judith M. Hijar, witnessed the execution thereof.

Judith M. Hijar
Witness
Judith M. Hijar

Sworn to before me this 27th day of April, 19 71.

(Seal Affixed)
Parolee D. Nix
Notary Public
Parolee D. Nix

My Commission Expires My commission expires May 10, 1978.

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

Personally appeared before me F. Blalock, who being duly sworn, says that he saw R. H. Leet, Regional Vice President of The American Oil Company, sign, seal and deliver the foregoing instrument, and that he with B. M. Ford witnessed the execution and delivery thereof as the act and deed of the said R. H. Leet.

F. Blalock
Witness
F. Blalock

Sworn to before me this 18th day of May, 19 71.

(Seal Affixed)
James C. Underwood
Notary Public
James C. Underwood

My Commission Expires Notary Public, Georgia, State at Large My Commission Expires Mar. 24, 1972.

Recorded June 14, 1971. 11:00 A.M.

318

PKG 6 & 7

319

CANCELLATION AGREEMENT

WHEREAS,

A. By Lease dated the 1 day of August 1958, TREMARCO CORPORATION, a Delaware Corporation, leased to GULF OIL CORPORATION, a Pennsylvania corporation, certain premises in Walterboro, County of Colleton, State of South Carolina; and

B. A Short Lease dated 8/21/58, was recorded 9/5/58, in the Office of the Clerk of Court of Colleton County in Book 110, Page 196, in order that third parties may have notice of the estate of Gulf and of said Lease, the aforesaid premises being described therein and identified as Schedule I - ATR 408; and

C. By Agreement of Assignment and Consent dated August 21, 1958, TREMARCO CORPORATION, a Delaware corporation, assigned, conveyed, transferred and set over to Mellon National Bank and Trust Company and D. A. Hazlett, as Trustees, all of its estate, right, title and interest in and to said Lease and Short Lease, notice of which Assignment and Lessee's Consent thereto is included as a part of the aforesaid recorded Short Lease; and

D. GULF OIL CORPORATION is the successor by merger effective August 31, 1973 to all of the rights, title and interest of TREMARCO CORPORATION in and to the leased premises and in and to the said Lease, said Short Lease (which leases survived the merger and under which leases GULF OIL CORPORATION is now both Lessor and Lessee) and said Agreement of Assignment and Consent; and

E. It is desired to cancel and terminate said Lease, said Short Lease, and said Agreement of Assignment and Consent insofar as said instruments affect the premises identified as Schedule I - ATR 408.

NOW THEREFORE,

This CANCELLATION AGREEMENT WITNESSETH that said Lease, said Short Lease, and said Agreement of Assignment and Consent insofar as said instruments affect the premises identified as Schedule I - ATR 408 are hereby cancelled and terminated as of the [illegible] day of [illegible] 1975, and all parties thereto are forever released from any and all claims incident thereto.

J. D. MARQUIS, Assistant Secretary of GULF, certifies as follows:

(a) H. FROST, whose signature appears below, is a Vice President of Gulf Oil Company - U. S., a division of GULF responsible for the administration of the Trust Estate.

(b) The Board of Directors of GULF has, by general resolution, empowered any Vice President of Gulf Oil Company - U. S., to authorize the action referred to in this instrument with respect to the Property, without limitation.

Recorded June 25, 1975 - Emily N. Baggett, Clerk of Court
Colleton County

DEEDS

320

H. FROST hereby certifies that he has authorized, and he hereby does authorize, the action referred to in this instrument with respect to the Property.

Executed as of the 9 day of June 1975.

In Presence of:

Molly C. Herrin

Molly C. Herrin

GULF OIL CORPORATION

BY: H. Frost

H. FROST, Vice President
Gulf Oil Company - U. S., a Division of Gulf Oil Corporation

ATTEST:

Sara E. Wheeler

Sara E. Wheeler,

J. D. Marquis

J. D. MARQUIS
Assistant Secretary of
Gulf Oil Corporation

321

CONSENT OF ASSIGNEES

MELLON BANK, N. A., successor by merger to MELLON NATIONAL BANK AND TRUST COMPANY and D. A. HAZLETT, as Trustees, Assignees of said Lease dated 8/1/58 and said Short Lease dated 8/21/58, do hereby agree and consent to the foregoing Cancellation Agreement.

Dated the 13th day of June 1975.

In Presence of:

P. J. BERMANOWSKI

C. H. MILLER

P. J. BERMANOWSKI

C. H. MILLER

MELLON BANK, N. A., successor by merger to MELLON NATIONAL BANK AND TRUST COMPANY, TRUSTEE

BY: _____
Assistant Vice President
J. N. McGARVEY

ATTEST: _____
Assistant Secretary
J. G. ROBINSON

_____
D. A. Hazlett, Trustee

Recorded June 25, 1975 - 3:00 P.M.

322

SCHEDULE I

ALL THAT CERTAIN tract or parcel of land and premises hereinafter particularly described, situate, lying and being in or near the City of Walterboro, County of Colleton, and State of South Carolina:

Commencing at the eastern corner of the intersection of South Jefferies Boulevard (U.S.Hwys. Nos.15 and 17-A) and Moore Street; and running thence along the southeastern side of South Jefferies Boulevard North 44 degrees 30 minutes East 147.7 feet to a point; thence running South 55 degrees 27 minutes East 125 feet along the boundary line between this property and property of Mrs. Augusta Breland; thence running South 38 degrees 35 minutes West 150.2 feet along boundary line between this property and property of Atalie M. Marvin to the northeastern side of Moore Street; thence running North 53 degrees 41 minutes West 140 feet along the northeastern side of Moore Street to the point of commencement. Said property is shown on plat of survey made by S.S.Snook, R.L.S., dated July 16, 1957.

Description
Approved:

By Eng.
By Real Est.

Schedule I

ATR-408
Page 1 of 1

S. C. (G)

323

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Personally appeared before me Molly C. Herrin who, on oath, says that he saw the within named Gulf Oil Corporation by H. FROST, Vice President of Gulf Oil Company - U. S., a Division of Gulf Oil Corporation, sign the within instrument, and J. D. MARQUIS, Assistant Secretary of Gulf Oil Corporation, attest the same, and the said Gulf Oil Corporation, by said officers, seal said instruments, and, as its act and deed, deliver the same, and that he with Linda E. Wheeler, witnessed the execution thereof.

Sworn to before me this 9
day of June, 1975.

Notary Public

Molly C. Herrin
Molly C. Herrin

My Commission Expires:

Notary Public, Georgia State at Large
My Commission Expires Mar. 30, 1976
H. T. Hooper, Jr. (Seal affixed)

RECORDED June 25, 1975 - 3:00 P.M.

DEEDS

8/2/68
324

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Personally appeared before me P. J. GERMANOWSKI

and made oath that he saw the corporate seal of MELLON BANK, N. A. affixed to the within instrument and that he also saw J. M. McANULTY, the ASSISTANT VICE President, sign the same and J. E. ROBINSON, the ASSISTANT Secretary of said corporation, attest the same, and that he, deponent, together with C. M. MILLER, witnessed the execution and delivery thereof as the act and deed of the said MELLON BANK, N.A.

Sworn to before me this 17th day of June 1975.

Mary T. Weinheimer P. J. Germanowski
Notary Public P. J. GERMANOWSKI
(Seal affixed)
My Commission Expires Mary T. Weinheimer, Notary Public Pittsburgh, Allegheny County, Pennsylvania My Commission Expires January 24, 1978

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Personally appeared before me P. J. GERMANOWSKI

and made oath that he saw D. A. HAZLETT sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that he with C. M. MILLER in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 17th day of June 1975.

Mary T. Weinheimer P. J. Germanowski
Notary Public P. J. GERMANOWSKI
(Seal affixed)
My Commission Expires Mary T. Weinheimer, Notary Public Pittsburgh, Allegheny County, Pennsylvania My Commission Expires January 24, 1978