

Exhibit 1 - Abstract of Title

DORROH & KENDRICK

3225 NORTH FIRST STREET
P.O. BOX 1889
JENA, LOUISIANA 71342
A Professional Law Corporation

WALTER E. DORROH, JR. (E-MAIL wedjr@centurytel.net)
STEVEN P. KENDRICK (E-MAIL skendrick@centurytel.net)

TELEPHONE (318) 992-4107
FACSIMILE (318) 992-4110

December 4, 2015

Jacob Dillehay, E.I.
Meyer, Meyer, LaCroix, & Hixson
100 Engineer Place
Alexandria, LA 71303

Via Email Transmission
Jacob.Dillehay@MMLH.com
Via Facsimile Transmission
(318) 448-0885

Dear Mr. Dillehay:

Following up on our conversation of yesterday, please note the following:

- 1) Red Mountain Timberco III, LLC, (hereafter Red Mountain) obtained a larger tract encompassing the 10 acre tract about which you inquired at Conveyance Book 310, Page 1, instrument number 203 365, records of LaSalle Parish, Louisiana.
- 2) Red Mountain then conveyed to Springwood Timberlands LLC a tract which encompassed the aforementioned 10 acres. That deed is recorded at Conveyance Book 376, Page 537, instrument number 227996, records of LaSalle Parish, Louisiana.
- 3) Springwood Timberlands, LLC then conveyed to LaSalle Economic Development District the 10 acres which you referenced, that deed being recorded at Conveyance Book 387, Page 471, instrument number 233272, records of LaSalle Parish, Louisiana.

Up to the point that the conveyance is made from Red Mountain to Springwood, the abstract for the 10 acre tract will be identical to the 29.18 acre tract which LaSalle Economic Development District purchased from Red Mountain and which abstract you already have. Since the sale referenced in subparagraph one above was completed to Red Mountain, the following transactions have occurred involving the aforementioned 10 acre tract:

- 1) Instrument number 203370, Conveyance Book 311, Page 1, surface use agreement by/between Red Mountain Timberco III, LLC, et al.
- 2) Instrument number 203371, Conveyance Book 311, Page 365, Memorandum of Pulpwood Agreement by/between Red Mountain and others.

- 3) Instrument number 203376, Conveyance Book 312, Page 367, Recognition Agreement by and among Red Mountain and others.
- 4) Instrument number 220463, Conveyance Book 356, Page 785, being the sale from Red Mountain to LaSalle Economic Development District of 29.18 acres, referenced above.
- 5) Instrument number 220926, Conveyance Book 358, Page 189, Timber Deed from Red Mountain to Plum Creek Southern Timber LLC.
- 6) Instrument number 224586, Conveyance Book 368, Page 467, First Amendment to the Timber Deed referenced in subparagraph five above.
- 7) Instrument number 225752, Conveyance Book 371, Page 125, a servitude granted to Entergy Louisiana LLC by Red Mountain.
- 8) Instrument number 227996, Conveyance Book 376, Page 537, conveyance from Red Mountain to Springwood, referenced above.
- 9) The above referenced deed from Springwood to LaSalle.
- 10) Mortgage granted by LaSalle in favor of Homeland Federal Savings Bank, instrument number 233273, Mortgage Book 394, Page 543.
- 11) Partial release of the Pulpwood Agreement, Recognition Agreement, and others, Mortgage Book 387, Page 462, instrument number 232270.

This letter should not be considered a title opinion. If further information is needed from our office, please advise. Thank you for your courtesy and cooperation.

Yours very truly,

DORROH & KENDRICK, a PLC

BY:


WALTER E. DORROH, JR.

WEDjr:sp

Abstract of Original 28.19 Acre Tract

McGee Acquisition Group, LLC
5805 Hiawatha Drive
Alexandria, Louisiana 71301

LaSalle Economic Development District

CHAIN OF TITLE TO THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE LASALLE PARISH, STATE OF LOUISIANA, TO WIT:

A 29.18 acre tract or parcel of land located in the Southwest Quarter of Northwest Quarter, and the Northwest Quarter of Southwest Quarter of Section 15, and Southeast Quarter of Northeast Quarter and Northeast Quarter of Southeast Quarter Section 16 all situated in Township 8 North, Range 3 East, Louisiana Principal Meridian, North of Red River Land District, LaSalle Parish, Louisiana and being more particularly described as follows:

Commencing at a found 2 inch iron pipe located at the Southeast Corner of Said Section 16; Thence run North 00 degrees 37 minutes 54 seconds West with the East line of said Section 16 a distance of 1916.00 feet to a point; Thence run North 89 degrees 05 minutes 09 seconds East a distance of 235.92 feet to a set ½ inch iron rod located on the apparent right of way line of a LaSalle Parish Asphalt Road "Hanger Road" and the point of beginning of the herein described tract; Thence run South 89 degrees 05 minutes 09 seconds West a distance of 1050.00 feet to a set ½ inch iron rod; Thence run North 00 degrees 54 minutes 51 seconds West a distance of 864.66 feet to a set ½ inch iron rod located on the South right of way line of Louisiana State Highway No.8; Thence run with the South right of way line of said Louisiana State Highway No. 8 the following courses and distances; North 55 degrees 55 minutes 15 seconds East 921.00 feet to a point; North 52 degrees 55 minutes 43 seconds East 350.01 feet to a set ½ inch iron rod located on the apparent West right of way line of said "Hanger Road", Thence run with the apparent West right of way line of said "Hanger Road" the following courses and distances; South 02 degrees 34 minutes 13 seconds West 58.62 feet to a set ½ inch rod; South 00 degrees 54 minutes 51 seconds east, 1516.48 feet to the point of beginning and containing 29.18 acres, more or less. The bearing described herein is Louisiana North Zone, NAD 83 with a convergence of 00 degrees 10 minutes 47 seconds.

WE HEREBY CERTIFY that a search of the records of the Office of the Clerk and Recorder in and for Rapides Parish, Louisiana, since the dates shown below, has revealed the following instruments have been recorded through which the above described real property has been conveyed to: **LaSalle Economic Development District**

CHAIN OF TITLE:

1. **ACT OF SALE:** International Paper Company, represented by J. D. Nicholson TO IP Timberlands Operating Company LTD, represented by R. M. Amen, dated March 14, 1985, filed and recorded December 6, 1985 in Conveyance Book 145 Page 102 in the amount of \$100.00.
2. **CASH SALE DEED:** IP Timberlands Operating Company, LTD, represented by Frederick L. Bleier TO Sustainable Forests, LLC, represented by Robert Kriscunas, dated August 24, 1998, filed and recorded September 2, 1998 in Conveyance Book 246 Page 27 in the amount of \$100.00.

McGee Acquisition Group, LLC
5805 Hiawatha Drive
Alexandria, Louisiana 71301

3. **ACT OF CORRECTION:** International Paper Company and IP Timberlands Operating Company, LTD, corrects description, dated October 9, 2006, filed and recorded December 27, 2006 in Conveyance Book 309 Page 588.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
4. **ACT OF CORRECTION:** IP Timberlands Operating Company, LTD and Sustainable Forests LLC correct description, dated October 9, 2006, filed and recorded December 27, 2006 in Conveyance Book 309 Page 603.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
5. **ACT OF CORRECTION:** IP Timberlands Operating, LTD and Sustainable Forests, LLC correct description, dated October 9, 2006, filed and recorded December 27, 2006 in Conveyance Book 309 Page 611.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
6. **ACT OF CORRECTION:** International Paper Company and IP Timberlands Operating Company, LTD correct description, dated October 31, 2006, filed and recorded December 27, 2006 in Conveyance Book 309 Page 667.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
7. **ACT OF CONVEYANCE:** Sustainable Forests, LLC, represented by Sharon G. Haines TO Red Mountain TimberCo III, LLC, represented by E. Wayne Plummer, dated November 3, 2006, filed and recorded December 27, 2006 in Conveyance Book 310 Page 1.
8. **ACT OF CORRECTION:** Sustainable Forests and Red Mountain TimberCo III, LLC, dated March 25, 2008, filed and recorded March 28, 2008 in Conveyance Book 323 Page 209.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
9. **CORRECTIVE ACTION:** International Paper, IP Timberlands Operating Company Sustainable Forests, LLC and Red Mountain corrects description, dated August 5, 2008, 2008, filed and recorded August 26, 2008 in Conveyance Book 326 Page 736.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
10. **ACT OF CORRECTION:** Sustainable Forests, LLC, International Paper Company and IP Timberlands Operating Company, LTD correct description, dated September 29, 2009, filed and recorded November 17, 2009 in Conveyance Book 337 Page 108.
NOTE: Does not affect captioned property. Copy of Instrument not attached.
11. **ACT OF CONVEYANCE:** Red Mountain Timberco, III LLC, represented by Thomas Hancock TO LaSalle Economic Development District, represented by Walter E. Dorrah, Jr. dated December 23, 2011, filed and recorded December 28, 2011 in Conveyance Book 356 Page 785 in the amount of \$154,000.00.

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Alexandria, Louisiana 71301

12. **ACT OF CORRECTION:** IP Timberlands Operating Company, LTD and International Paper Company, dated March 28, 2012 filed and recorded April 10, 2012 in Conveyance Book 360 Page 285.

NOTE: Does not affect captioned property. Copy of Instrument not attached.

13. **ACT OF CORRECTION:** International Paper Company, IP Timberlands Operating Company, LTD, Sustainable Forests LLC and Red Mountain TimberCo III correct description, dated August 7, 2012, filed and recorded August 29, 2012 in Conveyance Book 363 Page 491.

NOTE: Does not affect captioned property. Copy of Instrument not attached.

14. **CORRECTIVE ACTION:** Sustainable Forests, LLC and Red Mountain TimberCo III corrects description, dated October 21, 2013, filed and recorded November 5, 2013 in Conveyance Book 373 Page 965.

NOTE: Does not affect captioned property. Copy of Instrument not attached.

15. **ACT OF CORRECTION:** Sustainable Forests, LLC and Red Mountain TimberCo III corrects description, dated January 17, 2014, filed and recorded January 17, 2017 in Conveyance Book 375 Page 491.

NOTE: Does not affect captioned property. Copy of Instrument not attached.

16. **ACT OF CORRECTION:** International Paper Company and IP Timberlands Operating Company dated January 7, 2014 filed and recorded January 17, 2014 in Conveyance Book 375 Page 496.

NOTE: Does not affect captioned property.

DURING THE PERIOD COVERED HEREBY; no adverse alienations of the captioned real property were found in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners, except as follows:

1. **CASH SALE:** IP Timberlands Operating Company, LTD, represented by R.M. Amen TO LaSalle Parish Police Jury dated February 21, 1985, filed and recorded February 21, 1985 in Conveyance Book 146 Page 498 in the amount of \$9,000.00.

NOTE: Conveys 3 acres in SW/4 of SW/4 of Section 15.

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2. **RIGHT OF WAY INSTRUMENT:** LaSalle Economic Development District TO Entergy Louisiana, LLC dated June 13, 2013, filed and recorded June 13, 2013 in Conveyance Book 370 Page 291.
NOTE: Right of way here granted located in NE ¼ OF SE ¼ of Section 16, Township 8 North Range 3 East.
3. **SERVITUDE:** Red Mountain TimberCo III LLC TO Entergy Louisiana, LLC filed and recorded July 25, 2013 in Conveyance Book 371 Page 125 in the amount of \$5,616.58.
NOTE: Servitude for use of Electrical lines across a 1.51 acres tract in Section 16, T8N, R3E.
4. **GROUND LEASE:** LaSalle Economic Development District TO UPS Midstream Services, Inc. dated July 24, 2013, filed and recorded August 2, 2013 in Conveyance Book 371 Page 634.
NOTE: A 10 acre tract located in SW/4 of NW/4 and NW/4 of SW/4, Section 25 and the SE/4 of the NE/4 and NE/4 of SE/4 of Section 16, T8N, R3E.

A SEARCH of the Mortgage records in the names exactly as shown in the above chain of title reveals no unconcealed encumbrances affecting the captioned property (excluding leases which have expired by their own recited terms, or encumbrances more than 30 years old) except as follows:

1. **PARTIAL RELEASE OF TIMBER:** International Paper Company, Red Mountain Harvesting LLC, Red Mountain Harvesting, LLC, Red Mountain Timberland LLC, Red Mountain TimberCo II, LLC and RMS Timberlands LL, dated May 10, 2011, filed and recorded December 28, 2011 in Conveyance Book 356 Page 796.

McGee Acquisition Group, LLC
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Alexandria, Louisiana 71301

THE STATE AND PARISH TAXES for the past two years have been paid. (Exempt)

**Assessed to: LaSalle Economic Development District
P. O. Box 1889
Jena, LA 71342**

Ward 7 Parcel #105815A and 101916A

THIS CERTIFICATE is made upon the understanding that the maker hereof has not examined all instruments and proceedings in the chain of the above described real property; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title, and does cover any instruments file as chattel only.

This signed at Jena, Louisiana, January 20, 2015.

By: Jacqueline H. H. H.

120
SEE INSTRUMENT NO. 203303

145-102

Correction

FILE NO 131203
RECORDED

LA. Deed

30-67 (Blue)

BOOK 309 STATE OF LOUISIANA PAGE 588

DEC 6 2 43 PM '85

12/27/06 PARISH OF LASALLE

Corr 145 Page 102
Hill & Boney
CLERK & REC'D
LASALLE PARISH

IRG

KNOW ALL MEN BY THESE PRESENTS: That the following contract and act of sale is hereby entered into by and between:

INTERNATIONAL PAPER COMPANY, a New York corporation, duly authorized to do business in the State of Louisiana, whose mailing address is 77 West 45th Street, New York, New York 10036, herein represented by J.D. NICHOLSON, duly authorized to act,

hereinafter referred to as VENDOR, and

IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, duly authorized to do business in the State of Louisiana, whose mailing address is 77 West 45th Street, New York, New York 10036, herein represented by its Managing General Partner, IP Forest Resources Company, a Delaware Corporation, duly authorized to do business in the State of Louisiana, whose mailing address is 77 West 45th Street, New York, New York 10036 in turn herein represented by R.M. AMEN duly authorized to act,

hereinafter sometimes referred to as VENDEE, to-wit:

For the price and consideration hereinafter named and set forth and upon the following terms and conditions, VENDOR does hereby sell, transfer and deliver unto VENDEE, free from all mortgages, liens and other encumbrances and with special warranty of title, all as hereinafter set forth, all of VENDOR'S right, title and interest in and to the fee lands owned by VENDOR and located in LaSalle Parish, Louisiana, described on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same unto the VENDEE, its successors and assigns, forever.

SEE INSTRUMENT NO. 203364

SEE INSTRUMENT NO. 209403

corr
8/26/08

Correction

BOOK 309 PAGE 667

BOOK 326 PAGE 736

12/27/06
IRG

SEE INSTRUMENT NO. 220462

Correction

12-28-11

BOOK 356 PAGE 778

For Correction Deed
see # 137620, 157778

①

The price and consideration for which this sale is made and accepted is the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), the receipt and sufficiency of which is hereby acknowledged by VENDOR for all purposes.

ARTICLE I

SECTION 1.1 VENDOR expressly SAVES, EXCEPTS and RESERVES out of the sale of the fee lands made hereby the following:

(i) The rights of ingress and egress across the fee lands conveyed hereby to the extent reasonably deemed necessary by VENDOR to provide access to and use of the lands owned and lease premises held by VENDOR and located adjacent to or in the reasonable vicinity of those fee lands described on Exhibit "A", such rights to be determined by VENDOR under Section 2.1 below.

(ii) All the minerals and mineral rights in, on or under the fee lands conveyed hereby as follows:

(a) There is hereby reserved to VENDOR, its successors and assigns, and excepted from this conveyance all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, kaolin, other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration

SEE INSTRUMENT NO. 220516 expressly mentioned above, presently owned by VENDOR. SEE INSTRUMENT NO. 222816

corr

1-3-12²

BOOK 357 PAGE 129

SEE INSTRUMENT NO. 221490

4-10-12

corr

BOOK 360 PAGE 285

corr
8-29-12

BOOK 363 PAGE 491

SEE INSTRUMENT NO. 227486

for Correction

01-17-14

BOOK 375 PAGE 496

on or under any of the fee lands conveyed hereby, and all executive rights and other rights to execute leases presently owned or held by VENDOR with respect to the interests of any other parties in any or all said minerals in, on or under any of the fee lands conveyed hereby, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to VENDOR. In connection with the use of the surface of said lands for oil, gas and mineral operations by VENDOR, its lessees, agents, successors and assigns, the provisions set forth and contained in Exhibit "B" attached hereto and made a part hereof for all purposes shall govern and control the rights of VENDOR as mineral owner and VENDEE as surface owner.

(b) The fee lands conveyed hereby, or portions thereof, may presently be subject to several oil and gas leases and other mineral leases or agreements. The foregoing mineral reservation is made without prejudice to any rights, privileges or obligations provided under such leases or agreements in effect on the date of this conveyance, but covers, includes and reserves to VENDOR, its successors and assigns, all of the rentals, royalties and other lease payments attributable to oil, gas and/or other minerals produced and saved therefrom for so long as such leases or agreements remain in force, including any extensions thereof hereafter granted by VENDOR. VENDEE shall succeed hereunder to all of the rights and benefits provided to the surface owner in each of such leases or agreements for the protection of the surface during mineral operations conducted thereunder. Upon the expiration, termination or forfeiture of any of such leases or agreements, the

mineral interest previously covered by such lease or agreement shall continue to be owned by VENDOR as an unleased mineral interest, it being the intention of the parties that VENDOR not convey any minerals or mineral interests in, on or under the fee lands to VENDEE presently or in the future.

(c) The parties agree that any interruption of prescription applicable to any mineral or other substance covered by this servitude, by any mode or method of drilling or mining, or otherwise, shall constitute an interruption of prescription of the servitude created hereby as to all substances covered by said servitude and as to all modes of its use, pursuant to the provisions of Article 40 of the Louisiana Mineral Code, La.R.S.31:40. The parties agree further that the inclusion of a portion of the property subject to this mineral reservation in any unit established for an oil or gas well not located on said property shall interrupt prescription for the entire servitude created hereby, pursuant to the provisions of Article 75 of the Louisiana Mineral Code, La. R.S. 31:75. The parties agree further that the inclusion of a portion of said property in a mining plan or mining unit for the production of any solid mineral or other substance shall interrupt prescription as to the entire servitude created hereby without regard to whether mining activity is actually conducted upon said property, pursuant to the provisions of Article 75 of the Louisiana Mineral Code, La.R.S.31:75, provided that if and to the extent that such inclusion of a portion of said property in a mining plan or mining unit shall be deemed to constitute an obstacle to the use of the servitude created hereby rather than an interruption of prescription, such obstacle shall apply to the entire servitude created hereby, and to all

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modes of its use. If more than one servitude is created by this mineral reservation, the provisions hereof shall be equally applicable to each such servitude.

Such fee lands conveyed hereby, SAVE and EXCEPT the minerals and the other rights described in subparagraphs (i) and (ii) above, are herein collectively referred to as the "Timberlands". The conveyance of the Timberlands by VENDOR to VENDEE made hereby includes, where reasonably necessary, rights of ingress and egress to and from the Timberlands across the lands owned or lease premises held by VENDOR and located adjacent to or in the reasonable vicinity of those lands described on Exhibit "A", such rights to be determined by VENDOR under SECTION 2.1 below.

The Timberlands are herein sold by VENDOR, and accepted by VENDEE, subject to the following:

(1) all presently existing easements, rights-of-way, flowage rights, restrictions, servitudes, cemeteries, campsites, hunting or other leases, licenses, permits, and other undertakings or encumbrances of any kind or nature (other than existing mortgages covered in subsection (2) below), whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;

(2) all presently existing mortgages, if any, provided however, that VENDEE does not assume any obligation for the payment of the indebtedness secured by such mortgages, and VENDOR shall remain obligated for the payment thereof and shall indemnify and hold harmless VENDEE from and against any loss, cost or expense in any way arising from, or associated with, such mortgages, including reasonable

attorneys' fees; and provided, further, that upon the request of VENDEE at any time or from time to time, VENDOR will use all reasonable efforts to obtain the release of such mortgages, or any of them, including prepayment of the indebtedness secured thereby, notwithstanding that such prepayment may require the payment of premiums or penalties;

(3) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;

(4) all valid and existing cutting rights set forth in timber deeds and timber contracts affecting said lands heretofore entered into between VENDOR and other parties; and

(5) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid by the parties.

ARTICLE II

SECTION 2.1 Upon notice and request of either VENDOR or VENDEE from time to time after the date hereof, VENDOR shall designate and describe specific fee rights-of-way and/or easements, pursuant to the provisions of SECTION 1.1 above, across the lands and the properties of VENDOR and VENDEE as reasonably deemed necessary by VENDOR (i) to provide VENDOR with access to and use of any of the lands owned or lease premises held by VENDOR and located adjacent to or in the reasonable vicinity of those fee lands described on Exhibit "A" or (ii) to provide VENDEE with ingress and egress to and from any of the Timberlands conveyed hereby to VENDEE.

SECTION 2.2 The conveyance of the Timberlands herein by VENDOR to VENDEE is made without any warranty of title of any kind, express or implied, and without any recourse against VENDOR in the event of any failure of title, except that VENDOR warrants title to the Timberlands against acts or conveyances by VENDOR after the date of this conveyance, and the conveyance is made with full substitution and subrogation of VENDEE in and to all covenants and warranties of title by others heretofore given or made with respect to the Timberlands or any part thereof.

SECTION 2.3 VENDEE shall be responsible for and shall pay any applicable transfer taxes or similar fees that may be incurred in connection with the conveyance by VENDOR to VENDEE of the Timberlands pursuant to this Agreement.

IN TESTIMONY WHEREOF, INTERNATIONAL PAPER COMPANY has affixed its signature by its duly authorized officer as of the 14th day of March, 1985.

WITNESSES:

Kenneth J. Fawcett
Charles S. Colvin

INTERNATIONAL PAPER COMPANY

By: James A. Nicholson
Its: ATTORNEY-IN-FACT

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned Notary Public in and for the above named County and State, personally came and appeared J. D. NICHOLSON,

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who, being by me duly sworn, did say that he is ATTORNEY-IN-FACT
of INTERNATIONAL PAPER COMPANY, the VENDOR named in and who executed the
foregoing instrument; that said instrument was signed by Appearer on behalf of
said corporation by authority of its Board of Directors; and Appearer
acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me, Notary Public, at DALLAS, TX,
on this 20TH day of NOVEMBER, 1985.

Helen L. Barlow
Notary Public

My Commission Expires 6/6/87
HELEN L. BARLOW
Notary Public

My Commission Expires 6-6-87

IN TESTIMONY WHEREOF, IP TIMBERLANDS OPERATING COMPANY, LTD., has affixed its
signature by its Managing General Partner, IP FOREST RESOURCES COMPANY, as of
the 14th day of March, 1985.

WITNESSES:

Kenneth J. Faunt

Charles S. Colvin

IP TIMBERLANDS OPERATING COMPANY, LTD.

BY: IP FOREST RESOURCES COMPANY,
Managing General Partner

By: Tom Am... ✓

Its: TREASURER

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned Notary Public in and for the above named
County and State, personally came and appeared R.M. AMEN,
who, being by me duly sworn, did say that he is TREASURER,
of IP FOREST RESOURCES COMPANY, a corporation, Managing General Partner of IP
TIMBERLANDS OPERATING COMPANY, LTD., a limited partnership, the VENDEE named
in and who executed the foregoing instrument; that said instrument was signed
by Appearer on behalf of said corporation by authority of its Board of
Directors as the act of, and on behalf of said partnership; and Appearer

acknowledged said instrument to be the free act and deed of said partnership and the execution thereof on behalf of said partnership to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me, Notary Public, at Oak Hills, Tx,
on this 20TH day of NOVEMBER, 1985.

Helen L. Barlow
Notary Public

My Commission Expires 6/6/87
HELEN L. BARLOW
Notary Public

My Commission Expires 6-6-87

SECTIONDESCRIPTION

T8N - R3E
(CONTINUED)

- 6 N 1/2 NE 1/4; N 1/4 SW 1/4 NE 1/4; N 1/2 NW 1/4;
SW 1/4 NW 1/4; SE 1/4 NW 1/4 Less 1.30 Acres;
NE 1/4 SW 1/4 Less .03 Acre; NW 1/4 SW 1/4;
S 1/2 SW 1/4; NE 1/4 SE 1/4; NW 1/4 SE 1/4 Less
1.03 Acres; S 1/2 SE 1/4
- 7 ALL less N 3/4 of E 1/4 lying S of road and E and N
of fence
- 8 Pt. W 1/2 NE 1/4; N 1/2 SE 1/4 Less 2.71 Acres;
SW 1/4 SW 1/4; W 1/2 SE 1/4 SW 1/4; NE 1/4 SE 1/4 SW 1/4;
SE 1/4 SE 1/4; NW 1/4 & N 1/2 SW 1/4 less N 3/4 of W 1/2
and E 1/2 lying S of parish blacktop road
- 9 N 1/2 SW 1/4; SW 1/4 SW 1/4; S 1/2 NE 1/4;
Pt. NE 1/4 NE 1/4 NW 1/4; Pt. E 1/2 E 1/2 NW 1/4;
Pt. SE 1/4; Pt. N 1/2 NE 1/4
- 10 S 1/2 NW 1/4; Pt. W 1/2 SW 1/4; Pt. NW 1/4 NW 1/4
- 12 Pt NE 1/4 SW 1/4
- 15 E 1/2 NW 1/4 NE 1/4; Pt. of SW 1/4 NW 1/4;
Pt. of W 1/2 SW 1/4
- 16 S 3/4 less Pt. NE 1/4 SW 1/4; NW 1/4 NE 1/4;
Pt. W 1/2 NE 1/4 NE 1/4
- 17 E 1/2 NE 1/4; N 1/2 NW 1/4; NE 1/4 SW 1/4;
N 1/2 SE 1/4; N 3/4 SW 1/4 SE 1/4; SE 1/4 SE 1/4
- 18 N 1/2 NE 1/4; NW 1/4
- 19 NE 1/4 SW 1/4; E 1/2 SE 1/4 SW 1/4; W 1/2 SE 1/4
- 20 W 3/4 NE 1/4 NW 1/4
- 21 E 1/2 NE 1/4; E 1/4 SW 1/4 NE 1/4; N 1/2 NE 1/4 NW 1/4;
NE 1/4 NW 1/4 NW 1/4
- 22 S 1/2 SW 1/4 NE 1/4; S 1/2 SE 1/4 NE 1/4;
NW 1/4 SE 1/4 NE 1/4; W 1/2 NW 1/4 SE 1/4;
S 1/2 SE 1/4; SE 1/4 SW 1/4; S 1/2 NE 1/4 SW 1/4;
S 3/4 SW 1/4 SW 1/4; Pt. NW 1/4
- 23 Pt. Lot 2, Being Frac. S 1/2
- 25 Pt. Lot 1
- 26 Pt. Lot 1 being Frac. NE 1/4; Lot 6, Being Frac. SE 1/4;
W 1/2
- 27 N 1/2; Pt. N 1/2 SW 1/4; SE 1/4
- 28 Pt. SW 1/4 SW 1/4; W 5/8 SE 1/4 SW 1/4;
Pt. SW 1/4 SE 1/4; E 1/2 SW 1/4 SW 1/4
- 29 E 1/2 SE 1/4 SE 1/4; Pt. N 1/2 NE 1/4 SE 1/4
- 31 SW 1/4 NE 1/4; N 1/2 SW 1/4; SW 1/4 SE 1/4;
Pt. NW 1/4 SE 1/4
- 32 E 1/2 NE 1/4; NW 1/4 SW 1/4; SW 1/4 SW 1/4;
NE 1/4 SE 1/4

COB 246-27

FILED AND RECORDED
SEP 2 3 55 PM '98
BOOK 246 PAGE 27
DE [Signature] CLERK

SEE INSTRUMENT NO. 269403

corr. CASH SALE DEED
8/26/08 (SPECIAL/LIMITED WARRANTY)

STATE OF LOUISIANA)
BOOK 326 OF LA SALLE PAGE 736

SEE INSTRUMENT NO. 21357

Correction 11/12/2005

KNOW ALL MEN BY THESE PRESENTS: That the following contract and act of sale is hereby entered into by and between:

BOOK 337 PAGE 108

IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, duly authorized to do business in the State of Louisiana, whose mailing address is 2 Manhattanville Road, Purchase, New York, 10577, herein represented by its Managing General Partner, IP Forest Resources Company, a Delaware corporation, duly authorized to do business in the State of Louisiana, whose mailing address is 2 Manhattanville Road, Purchase, New York 10577 in turn represented by Frederick L. Bleier, its controller, duly authorized to act,

hereinafter referred to as VENDOR, and

SEE INSTRUMENT NO. 220462
Correction

SUSTAINABLE FORESTS, L.L.C., a Delaware limited liability company, duly authorized to do business in the State of Louisiana, whose mailing address is 3000 Knight Office Place, Shreveport, Louisiana 71105, herein represented by Robert A. Kriscunas, its manager / vice president, duly authorized to act,

12-28-11

hereinafter sometimes referred to as VENDEE, to-wit:

BOOK 356 PAGE 778

For the price and consideration hereinafter named and set forth and upon the following terms and conditions, VENDOR does hereby grant, bargain, sell, convey, transfer and deliver unto VENDEE, with special warranty of title, all as hereinafter set forth, all of VENDOR's right, title and interest in and to the following property:

All fee lands [together with any reversionary rights to VENDOR pursuant to existing timber cutting agreements, timber deeds, stumpage sales or similar agreements for the sale and purchase of standing timber and VENDOR's interest(s) in any existing leases] (the "Timberlands") owned by VENDOR and located in La Salle Parish, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same unto the VENDEE, its successors and assigns, forever.

The price and consideration for which this sale is made and accepted is the sum

See CB 309 pg 603 for corr. 1/27/06 IRG
See CB 309 pg 611 for corr. 1/27/06 IRG
See CB 254, Pg. 374

See CB 273, pg. 621
for corr. 6-26-02
Lui C Bee
Dy. Clerk

for Correction. 11-12-99
Irma Graham
Dy. Clerk

See Bl 273, pg. 623
for corr. 6-26-02
Lui C Bee
Dy. Clerk

See CB 268 pg. 69
for Correction 8/22-01
Irma R. Graham
Dy. Clerk

See Bl. 273, pg. 625,
pg. 629, + pg. 637
for corr. 6-26-02
LCS

2

IN TESTIMONY WHEREOF, IP TIMBERLANDS OPERATING COMPANY, LTD., has affixed its signature by its Managing General Partner, IP Forest Resources Company, as of the 24th day of August, 1998 to be effective March 25, 1998.

WITNESSES:

IP TIMBERLANDS OPERATING COMPANY, LTD.,
a Texas limited partnership

By: IP Forest Resources Company
its managing general partner

Kris Condon
Don Harber

By: Frederick L. Bleier
Name: Frederick L. Bleier
Title: Controller

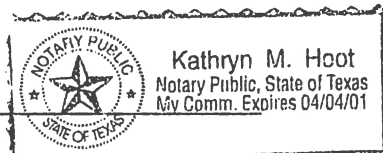
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public in and for the above named County and State, personally came and appeared Frederick I. Bleier, who being by me duly sworn, did say that he is controller of IP FOREST RESOURCES COMPANY, a Delaware corporation, Managing General Partner of IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, the VENDOR named in and who executed the foregoing instrument; that said instrument was signed by Appearer on behalf of said corporation by authority of its Board of Directors as the act of, and on behalf of said partnership; and Appearer acknowledged said instrument to be the free act and deed of said partnership and the execution thereof on behalf of said partnership to be the free act and deed of said corporation.

SWORN TO and subscribed before me, on this 24th day of August, 1998.

Kathryn M. Hoot
Notary Public for Texas
My Commission Expires: 04/04/2001



SEE INSTRUMENT NO. 228989
for Corrected Deed
0762-14

BOOK 379 PAGE 425

F:\LEGAL\LA\LASA

IN TESTIMONY WHEREOF, SUSTAINABLE FORESTS, L.L.C. has affixed its signature by its manager/vice president, as of the 24th day of August, 1998 to be effective March 25, 1998.

WITNESSES:

SUSTAINABLE FORESTS, L.L.C.,
a Delaware limited liability company

Kris Condon
Don Hansen

By:

Name: Robert A. Kriscunas

Title: Manager / Vice President

Robert A. Kriscunas

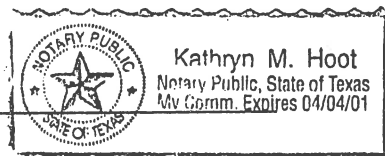
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public in and for the above named County and State, personally came and appeared Robert A. Kriscunas, who being by me duly sworn, did say that he is a manager/vice president of SUSTAINABLE FORESTS, L.L.C., a Delaware limited liability company, the VENDEE named in and who executed the foregoing instrument; that said instrument was signed by Appearer on behalf of said corporation by authority of its Managers/ Board of Directors as the act of, and on behalf of said corporation; and Appearer acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO and subscribed before me, on this 24th day of August, 1998.

Kathryn M. Hoot
Notary Public for Texas
My Commission Expires: 04/04/2001



of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by VENDOR for all purposes. VENDEE acknowledges due delivery and possession of the Timberlands.

ARTICLE I

The Timberlands are herein sold by VENDOR, and accepted by VENDEE, subject to the following:

- (1) all presently existing easements, servitudes, rights of way, flowage rights, restrictions, servitudes, cemeteries, campsites, hunting or other leases, licenses, permits, and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;
- (2) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;
- (3) all valid and existing cutting rights set forth in timber contracts affecting said lands heretofore entered into between VENDOR and other parties;
- (4) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid by the parties; and
- (5) the matters set forth on Exhibit "B" attached hereto and made a part hereof.

ARTICLE II

The conveyance of the Timberlands herein by VENDOR to VENDEE is made without any warranty of title of any kind, express or implied, except as to VENDOR's own acts, and the acts of those claiming by, through or under VENDOR, but not otherwise, with VENDOR's obligation limited to the return of the purchase price as to any part of the property to which VENDOR is found not to have clear and merchantable title by final judgment of a competent Louisiana court of law, but with full substitution and subrogation in and to the rights and actions of warranty which said VENDOR has or may have against all preceding owners and vendors, together with all rights of prescription, whether acquisitive or liberative, to which said VENDOR may be entitled.

No title opinion was rendered by, nor was one requested of, VENDOR or the Notary or Notaries Public acting herein.

SEE INSTRUMENT NO. 222816

SEE INSTRUMENT NO. 220516

F:\LEGAL\LA\ASA

corr
1-3-12

corr
8-29-12

BOOK 363 PAGE 491

BOOK 357 PAGE 129

SEE INSTRUMENT NO. 227484

for Correction

01-17-14

SEE INSTRUMENT NO. 226896

for Corrected Instrument

11-05-13

BOOK 375 PAGE 486

BOOK 373 PAGE 950

SECTION

DESCRIPTION

- 12 Pt NE 1/4 SW 1/4
- 15 E 1/2 NW 1/4 NE 1/4; Pt. of SW 1/4 NW 1/4;
Pt. of W 1/2 SW 1/4
- LESS AND EXCEPT:
- BEGINNING at the SW corner of the SW 1/4 of the SW 1/4, Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana; THENCE East 235.1 feet; THENCE North 2769.1 feet, to the point of beginning; THENCE N 47 Deg. 31 Min. 20 Sec. E 500.0 feet; THENCE N 0 Deg. 54 Min. 40 Sec. W 349.3 feet; THENCE S 47 Deg. 31 Min. 20 Sec. W 500.0 feet; THENCE S 0 Deg. 54 Min. 40 Sec. E 349.3 feet to the point of beginning being 3.0 acres more or less.
- 16 S 3/4 less Pt. NE 1/4 SW 1/4; NW 1/4 NE 1/4;
Pt. W 1/2 NE 1/4 NE 1/4
- 17 E 1/2 NE 1/4; N 1/2 NW 1/4;
N 1/2 SE 1/4; N 3/4 SW 1/4 SE 1/4; SE 1/4 SE 1/4
- 18 N 1/2 NE 1/4; NW 1/4
- 19 NE 1/4 SW 1/4; E 1/2 SE 1/4 SW 1/4; W 1/2 SE 1/4
- 21 E 1/2 NE 1/4; E 1/4 SW 1/4 NE 1/4; N 1/2 NE 1/4 NW 1/4;
NE 1/4 NW 1/4 NW 1/4
- 22 S 1/2 SW 1/4 NE 1/4; S 1/2 SE 1/4 NE 1/4;
NW 1/4 SE 1/4 NE 1/4; W 1/2 NW 1/4 SE 1/4;
S 1/2 SE 1/4; SE 1/4 SW 1/4; S 1/2 NE 1/4 SW 1/4;
S 3/4 SW 1/4 SW 1/4; Pt. NW 1/4
- 23 Pt. Lot 2, Being Frac. S 1/2
- 25 Pt. Lot 1
- 26 Pt. Lot 1 being Frac. NE 1/4; Lot 6, Being Frac. SE 1/4;
W 1/2
- 27 N 1/2; Pt. N 1/2 SW 1/4; SE 1/4
- 28 Pt. SW 1/4 SW 1/4; W 5/8 SE 1/4 SW 1/4;
Pt. SW 1/4 SE 1/4; E 1/2 SW 1/4 SW 1/4
- 29 E 1/2 SE 1/4 SE 1/4; Pt. N 1/2 NE 1/4 SE 1/4
- 31 SW 1/4 NE 1/4; N 1/2 SW 1/4; SW 1/4 SE 1/4;
Pt. NW 1/4 SE 1/4 LESS AND EXCEPT:

That tract of land located in Section 31, Township 8 North, Range 3 East, LaSalle Parish, Louisiana, more particularly described as follows:

Beginning at the Southeast corner of the NW 1/4 of SE 1/4 of Section 31, Township 8 North, Range 3 East, go North a distance of 164.5'; thence go North 66°07'30" West a distance of 44.5' to the centerline of a parish blacktop road; thence go South 26°52' West along the centerline of said blacktop road, a distance of 207.7'; thence go North 88°49' East a distance of 134.6' to the point of beginning, containing 0.36 acre, more or less.

SECTION

DESCRIPTION

- 32 E 1/2 NE 1/4; NW 1/4 SW 1/4; SW 1/4 SW 1/4;
NE 1/4 SE 1/4

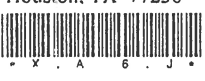
310-1

1

This instrument prepared by:

Jackie W. Rozier, Esquire
Adams and Reese LLP
111 East Capitol Street, Suite 350
Jackson, Mississippi 39201
Telephone: (601) 353-3234

RECORDED
Stewart/L Gentry EAST LOUI Order: 15
P.O. Box 36369 NTS268 Job : 238_2601
Houston, TX 77236 X.A.6.j
Record with



STATE OF GEORGIA
COUNTY OF FULTON

ACT OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the following contract and act of conveyance is hereby entered into by and between:

SUSTAINABLE FORESTS L.L.C., a Delaware limited liability company, duly authorized to do business in the State of Louisiana, represented herein by SHARON G. HAINES, its VICE President, duly authorized to so act,

hereinafter referred to as **VENDOR**, and

Red Mountain TimberCo III LLC, a Delaware limited liability company, duly authorized to do business in the State of Louisiana, represented herein by its sole member, Sustainable Forests L.L.C., a Delaware limited liability company, herein represented by E. Wayne Plummer, its Vice President, duly authorized to so act,

hereinafter sometimes referred to as **VENDEE**, to-wit:

Who declared that, for the price and consideration hereinafter named and set forth and upon the following terms and conditions, Vendor does hereby grant, bargain, sell, convey, transfer and deliver unto Vendee, under such limited warranty as hereinafter set forth, with full

384155

SEE INSTRUMENT NO. 226898
for Corrective Instrument
11-05-13

SEE INSTRUMENT NO. 227485
for Correction
01-17-14

BOOK 375 PAGE 491

BOOK 373 PAGE 965

7

203365

203365

203365

SEE INSTRUMENT NO. 212879

Part Release
9/9/2009

This instrument prepared by:

BOOK 334 PAGE 474

Jackie W. Rozier, Esquire
Adams and Reese LLP
111 East Capitol Street, Suite 350
Jackson, Mississippi 39201
Telephone: (601) 353-3234

RECORDED
Stewart/L Gentry EAST LOUI Order: 15
P.O. Box 36369 NTS268 Job: 238_2601
Houston, TX 77236 X.A.6.j



Record 16th

1

SEE INSTRUMENT NO. 213517

STATE OF GEORGIA

COUNTY OF FULTON

BOOK 337 PAGE 108 ✓

ACT OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the following contract and act of conveyance is hereby entered into by and between:

SUSTAINABLE FORESTS L.L.C., a Delaware limited liability company, duly authorized to do business in the State of Louisiana, represented herein by SHARON G. HAINES, its VICE President, duly authorized to so act,

hereinafter referred to as **VENDOR**, and

Red Mountain TimberCo III LLC, a Delaware limited liability company, duly authorized to do business in the State of Louisiana, represented herein by its sole member, Sustainable Forests L.L.C., a Delaware limited liability company, herein represented by E. Wayne Plummer, its Vice President, duly authorized to so act,

hereinafter sometimes referred to as **VENDEE**, to-wit:

Who declared that, for the price and consideration hereinafter named and set forth and upon the following terms and conditions, Vendor does hereby grant, bargain, sell, convey, transfer and deliver unto Vendee, under such limited warranty as hereinafter set forth, with full

384155

SEE INSTRUMENT NO. 208805

Transfer
7-3-08

SEE INSTRUMENT NO. 207706

corr.
3/28/08

BOOK 325 PAGE 554

BOOK 323 PAGE 209 ✓

SEE INSTRUMENT NO. 209403

Corr.
8/26/08

SEE INSTRUMENT NO. 211553

401 part Release
4-23-09

BOOK 331 PAGE 541

BOOK 326 PAGE 736 ✓

203365

FILE NO.
BOOK 337 PAGE 108

2008 DEC 27 AM 11 40
DI. CLERK & RECORDER
LASSALLE PARISH, LA.
James P. Plummer

2

substitution and subrogation in and to all rights and actions of warranty as to title which it has or may have against all preceding owners and vendors, all of Vendor's right, title and interest in and to the following property:

That certain immovable (real) property located in LaSalle Parish, Louisiana, being more particularly described on EXHIBIT A attached hereto and made a part hereof for all purposes (the "Property") situated, lying and being in the Parish of LaSalle and State of Louisiana, as described on EXHIBIT A attached hereto and made a part hereof for all purposes, and: (i) any improvements thereon and (ii) all timber growing thereon (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Vendor), and (iv) all minerals which may be owned by Vendor, including, sand, clay or gravel of any kind or nature, and (v) any other privileges, advantages, easements, servitudes, covenants and other rights appertaining thereto (collectively the "Premises") less and except such property interest reserved by Vendor as described in EXHIBIT B attached hereto and made a part hereof for all purposes.

The consideration for this Act of Conveyance is a portion of the sale of the assets described in the Purchase Agreement (as defined in EXHIBIT C), and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged and full acquittance and discharge granted therefore, the parties hereto hereby acknowledging and agreeing that all of said proceeds have been paid to Vendor and that the total consideration amounts to more than one half of the fair market value of the Property conveyed herein.

The Premises is hereby being sold to Vendor and accepted by Vendee subject to the matters of title (collectively, the "Permitted Exceptions") described in EXHIBIT C attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Vendee, its successors and assigns

forever; and Vendor does hereby bind itself, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Vendor and Vendor's immediate predecessor affiliate in the chain of title, but not otherwise, and subject to the matters set forth herein.

The conveyance of any minerals conveyed to Grantee herein, is hereby made by Vendor purely by quitclaim and accepted by Vendee without any warranty by Vendor, either express or implied, without recourse against Vendor, but with full substitution of Vendee in all covenants of warranty by prior owners of the Premises (other than affiliates or corporate predecessors-in-interest of Vendor) given or made with respect to such estates, rights, titles and interests herein conveyed, or any part thereof.

Vendee expressly waives the warranty against eviction under Louisiana Civil Code Articles 2500 and 2503, any other applicable state or federal law, and the jurisprudence thereunder.

Vendor is selling the Premises without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Vendee expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Premises sold which render it useless or render its use so inconvenient or imperfect the Vendee would not have purchased it had he known of the vice or defect) under Louisiana Civil Code Article 2475 et seq., and more specifically, that warranty imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, with respect to Vendor's warranty against latent or hidden defects of the Premises sold, or any other applicable law, not even for a return of the purchase price. Vendee forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Premises sold. Vendor expressly subrogates Vendee to all rights, claims and causes of action Vendor may have arising from or relating to any hidden or latent defects in the

SEE INSTRUMENT NO. 221678
384155

CORR
5-2-12

BOOK 360 PAGE 718

SEE INSTRUMENT NO. 222816

CORR
8-29-12

BOOK 363 PAGE 491

substitution and subrogation in and to all rights and actions of warranty as to title which it has or may have against all preceding owners and vendors, all of Vendor's right, title and interest in and to the following property:

That certain immovable (real) property located in LaSalle Parish, Louisiana, being more particularly described on EXHIBIT A attached hereto and made a part hereof for all purposes (the "Property") situated, lying and being in the Parish of LaSalle and State of Louisiana, as described on EXHIBIT A attached hereto and made a part hereof for all purposes, and: (i) any improvements thereon and (ii) all timber growing thereon (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Vendor), and (iv) all minerals which may be owned by Vendor, including, sand, clay or gravel of any kind or nature, and (v) any other privileges, advantages, easements, servitudes, covenants and other rights appertaining thereto (collectively the "Premises") less and except such property interest reserved by Vendor as described in EXHIBIT B attached hereto and made a part hereof for all purposes.

The consideration for this Act of Conveyance is a portion of the sale of the assets described in the Purchase Agreement (as defined in EXHIBIT C), and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged and full acquittance and discharge granted therefore, the parties hereto hereby acknowledging and agreeing that all of said proceeds have been paid to Vendor and that the total consideration amounts to more than one half of the fair market value of the Property conveyed herein.

The Premises is hereby being sold to Vendor and accepted by Vendee subject to the matters of title (collectively, the "Permitted Exceptions") described in EXHIBIT C attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Vendee, its successors and assigns

384155

SEE INSTRUMENT NO. 220462

SEE INSTRUMENT NO. 214467

Corr
12-28-11

Part Release of Timber

BOOK 356 PAGE 778

BOOK 340 PAGE 383

SEE INSTRUMENT NO. 220516

Corr
1-3-12

SEE INSTRUMENT NO. 214601

Correction 3/24/10

BOOK 357 PAGE 129

BOOK 341 PAGE 15

Premises. This provision has been called to the attention of the Vendee and fully explained to the Vendee, and the Vendee acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the Premises without any express or implied warranties. Vendee expressly acknowledges that no such representations have been made and that Vendee is not relying on any representations or warranties other than as set forth herein.

All City and State taxes up to and including the taxes due and exigible in 2005 are paid as per tax research certificates annexed hereto; and contemporaneously with the passage hereof, taxes for the current year have been prorated between the parties on the tax proration statement. Future tax payments shall be the responsibility of the Vendee, and tax notices should be mailed to the address provided in the Vendee's appearance paragraph.

The parties hereto waive the production of any and all certificates required by law or customarily obtained and relieve and release me Notary, from any and all responsibility or liability in connection therewith. The parties also agree to indemnify me, Notary, against any penalty or liability incurred as a result of the waiver of certificates.

The effective date of this conveyance shall be November 3rd, 2006.

[signatures begin on next page]

THUS DONE AND PASSED in Atlanta, Georgia on this the 9th 5 day of October, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said Vendor, and me, Notary, after reading of the whole.

WITNESSES:

Olga Rioz
Print Name: Olga Rioz

Theodora Spruell
Print Name: Theodora Spruell

VENDOR:

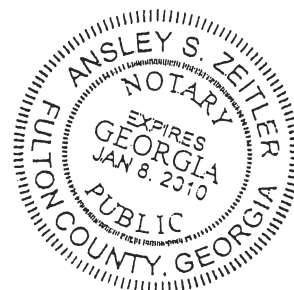
SUSTAINABLE FORESTS L.L.C.,
a Delaware limited liability company

By: *Sharon G. Haines*

Name: Sharon G. Haines

Title: Vice President

Ansley S. Zeitler
Print Name: ANSLEY S. ZEITLER
NOTARY PUBLIC
NOTARY/BAR NO.: N/A
MY COMMISSION EXPIRES: Jan. 8, 2010



6

THUS DONE AND PASSED in Atlanta, Georgia on this the 17th day of October, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said Vendee, and me, Notary, after reading of the whole.

WITNESSES:

Carla A. Hugley
Print Name: Carla A. Hugley

Sara L. Parramore
Print Name: Sara L. Parramore

VENDEE:

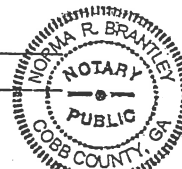
RED MOUNTAIN TIMBERCO III LLC,
a Delaware limited liability company

BY: Sustainable Forests L.L.C.,
Its Sole Member

By: E. Wayne Plummer
Name: E. Wayne Plummer

Title: Vice President

Norma R. Brantley
Print Name: Norma R. Brantley
NOTARY PUBLIC
NOTARY/BAR NO.: N/A
MY COMMISSION EXPIRES: 7/1/07



My Commission Expires
July 1, 2007

Address of Vendor:
Sustainable Forests L.L.C.
c/o International Paper Company
6400 Poplar Avenue, Tower III
Memphis, TN 38197
(901) 419-9000
Attention: Senior VP/General Counsel

Address of Vendee:
Red Mountain TimberCo III LLC
c/o Resource Management Service, Inc.
31 Inverness Center Parkway, Suite 360
Birmingham, AL 35242

EXHIBIT B: Reserved Interests

Vendor reserves unto itself, its successors and assigns, the following interest in, under, across and to the Property:

(i) Perpetual, non-exclusive access easements:

Vendor hereby reserves from the conveyance herein permanent, non-exclusive easements of thirty (30) feet in width for ingress, egress and utilities across property more particularly depicted on the plats identified as Exhibits B – 1.1 through B - 3.1, with said Exhibits being attached hereto and made a part hereof for all purposes and incorporated herein by reference, with said easements beginning at the point of beginning (POB) as shown on the plats, thence continuing along the centerline of existing private roads as depicted by crosshatching on said maps (being fifteen [15] feet on each side of the centerline of said roads), to the point of terminus (POT) as depicted on said plats with said easements to benefit the Benefited Tract(s) described on said Exhibits and depicted by diagonal lines on said plats.

(ii) Temporary, non-exclusive access easements:

To the extent ingress and egress has not been reserved in prior deeds of record, Vendor hereby reserves all ingress and egress necessary to access and to allow for all management and forestry harvesting operations necessary for full access to the timber rights identified as Plantation Contracts in the Seller's Affidavit, said Seller's Affidavit being further identified in the Title Commitment referenced in Exhibit C, with said timber rights which are benefited by said ingress and egress more particularly shown on the plats attached hereby as Exhibits B-1.2 through B-40.2, with all such Exhibits referenced herein being attached hereto and made a part hereof for all purposes and incorporated herein by reference.

(iii) Mineral interests/rights:

Vendor reserves and excepts unto itself, its successors and assigns, all oil and gas and associated hydrocarbons and any and all gaseous hydrocarbons, as well as their constituent products (including condensate, casinghead gas, distillate and natural gas liquids); coal and lignite; coalbed methane and coalseam gas; geothermal energy resources (including, hydro pressured reservoirs, geopressed reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water and other fissionable materials on, in or under the Property (collectively the "Reserved Minerals and Gases")); the right to sequester carbon dioxide or other greenhouse gas emissions in the subsurface of the Property (including, without limitation, oil and gas reservoirs, coal seams and other geological formations) together with the rights of ingress and egress necessary to field test and employ carbon sequestration technology in the subsurface of the

Property and to separate, transport and store carbon dioxide and greenhouse gas emissions prior to sequestration in the subsurface of the Property; together with all executory rights, including the right to convey or execute leases, and other rights presently owned by the Vendor with respect to the interests of any parties in any and all Reserved Minerals and Gases, and full rights of ingress and egress and use of the surface of the Property to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, storing, removing, treating, transporting and owning the Reserved Minerals and Gases.

- (a) Restrictions on the ability to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law;
- (b) To the extent a tract is bounded or traversed by a river, stream, branch or lake:
 - (i) The rights of upper and lower riparian owners and the rights of others to navigate such river or stream to the extent it is navigable;
 - (ii) The right, if any, of neighboring riparian owners and the public or others to use any public waters or the rights, if any, of the public to use the beaches or shores for recreational purposes;
 - (iii) Any claim of lack of title to the Property formerly or presently comprising the shores or bottom of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and
 - (iv) Any portion of the Property which is sovereignty lands and other lands which may lie beneath the ordinary high water mark of navigable rivers as established as of the date the state in which such land is located was admitted to the Union of the United States.
- (c) To the extent any portion of the Property is bounded or traversed by a public road, the rights of others in and to any portion of the Property that lies within said road;
- (d) Railroad tracks and related facilities, if any, and related railroad easements or rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
- (e) All restrictions on the use of the Property due to environmental laws, conservation easements of record, or Habitat Conservation Plans or similar agreements entered into by any of the Selling Parties as described in Section 1.7(e) of the Seller's Disclosure Letter (the "Habitat Conservation Plans"), other than those which individually or in the aggregate would have a material adverse effect on the use and enjoyment by Vendee of the Property or any portion thereof or would prevent or restrict in any material manner the continued ability to commercially harvest timber thereon;
- (f) All ad valorem property taxes for the current tax period and all subsequent tax periods, including any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt type taxes

related to any agricultural, forest or open space exemption which is subject to recapture pursuant to state laws;

- (g) Liens for taxes not yet due and payable;
- (h) Easements, discrepancies or conflicts in boundary lines, shortages in area, encroachments or any other facts which a current and accurate survey of the Property would disclose, other than those that, individually or in the aggregate, would prevent or restrict in any material manner the continued ability to commercially harvest timber on the affected parcel in substantially the same manner as such harvesting is currently conducted;
- (i) All oil, gas and other minerals as may have been previously reserved by or conveyed to others and any mineral leases concerning the mineral estate of the Property;
- (j) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property;
- (k) Rights of others under any of the Purchased Contracts or the Real Property Leases, in each case as such terms are defined in the Amended and Restated Purchase Agreement, dated as of May 26, 2006, among Vendor, Vendee and others (the "Purchase Agreement");
- (l) Restrictions and obligations pursuant to the Continuing Agreements (as defined in the Purchase Agreement) to the extent that each affect the Property;
- (m) Any claim of lack of access rights to any portion of the Property where (i) permission to access has been granted verbally or (ii) the Vendor has otherwise historically enjoyed access;
- (n) Any Condemnations (as defined in the Purchase Agreement) in respect of the Property;
- (o) Any easements, covenants, use restrictions, zoning restrictions, boundary line disputes, encroachments and other third-party rights affecting the Property or any material portion thereof not described in items (a) through (n) above and which, individually or in the aggregate, would not prevent or restrict in any material manner the continued ability to commercially harvest timber thereon.
- (p) All matters shown in that certain Title Commitment number elaLAlasalle191258-B issued by First American Title Insurance Company dated February 17, 2006, and as marked by First American Title Insurance Company and attached to that certain Validating Endorsement issued by First American Title Insurance Company and also acknowledged by the Vendor and Vendee (or

their representatives) on the effective date of the instrument to which this Exhibit 11
C is attached.

SUSTAINABLE FORESTS L.L.C.

12

6400 Poplar Avenue, Tower III
Memphis, Tennessee 38197
Attention: Senior VP/General Counsel

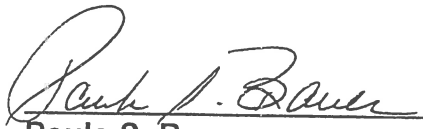
I, Paula S. Bauer, a duly elected assistant secretary of Sustainable Forests L.L.C. (the "Company"), do hereby certify that:

The person named below is a duly elected officer of the Company, holding the office set forth opposite her name:

Sharon G. Haines Vice President

I do further certify that Sharon G. Haines, as such Vice President, is authorized to execute and deliver any and all documents relating to the transfer of immovable (real) property and other Company assets located in Avoyelles, Caldwell, Catahoula, Grant, LaSalle, Morehouse, Rapides and Winn Parishes, Louisiana to Blue Sky Timber Properties LLC, a Delaware limited liability company, IP Timberlands, LTD., a Texas limited partnership, Lake Superior Land Company, a Delaware corporation, Sustainable Forests L.L.C., a Delaware limited liability company, SP Forests L.L.C., a Delaware limited liability company, IP Forest Resources Company, a Delaware corporation, International Paper Realty Corporation, a Delaware corporation, and Transtates Properties Incorporated, a Delaware corporation, on behalf of the Company.

IN WITNESS WHEREOF, I have set my hand and affixed the corporate seal of the Company this the 9th day of October, 2006.



Paula S. Bauer
Assistant Secretary
Sustainable Forests L.L.C.

(Corporate Seal)

line of Front Street, aforesaid, and parallel with the center line of said railway track a distance of three hundred (300) feet, this being the Southeast corner of the property herein conveyed, and run thence in a northerly direction at right angles to said Front Street and right angles to the center line of said railway track a distance of one hundred forty (140) feet to the point of beginning, this being the Northeast corner of the tract of land herein conveyed, and containing ninety-six hundredths (0.96) of an acre, more or less.

This parcel of land may be further described as a tract one hundred forty (140) feet wide by three hundred (300) feet long lying between the northern line of Front Street and the South line of the right of way of Louisiana Midland Railway Company, and being due North of and parallel to Lots 1, 2 and 3 of Block 8 of the Village of Good Pine as shown on the official map of Good Pine, Louisiana.

The land was acquired by the current owner by Cash Sale Deed from IP Timberlands Operating Company, Ltd. to Sustainable Forests, L.L.C. dated August 24, 1998 and recorded September 2, 1998 at Entry No. 170672, COB 246, folio 27; as amended by Act of Correction dated October 22, 1999 and recorded November 12, 1999 at Entry No. 174907, COB 254, folio 374; as further amended by Act of Correction dated August 17, 2001 and recorded August 22, 2001 at Entry No. 181796, COB 268, folio 69; as further amended by Act of Correction dated July 24, 2001 and recorded August 10, 2001 at Entry No. 181830, COB 268, folio 192; as further amended by Act of Correction and Ratification dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185066, COB 273, folio 625; as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185065, COB 273, folio 629; and as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185071, COB 273, folio 637, official records of the Parish of LaSalle, State of Louisiana.

Parcel 154. (Tax Assessment No. Unknown) (Not Found in Tax Assessment Rolls)

INTENTIONALLY DELETED

Parcel 155. (Tax Assessment No. 101916)

part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4); part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4), in Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

LESS AND EXCEPT: Beginning at the Southwest (SW) corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana; Thence East 235.1 feet; thence North 2769.1 feet, to the point of beginning; Thence North (N) 47 degrees 31 minutes 20 seconds East (E) 500.0 feet; Thence North (n) 0 degrees 54 minutes 40 seconds West (W) 349.3 feet; Thence South (S) 47 degrees 31 minutes 20 seconds West (W) 500.00 feet; Thence South (S) 0 degrees 54 minutes 40 seconds East (E) 349.3 feet to the point of beginning being 3.0 acres more or less

LESS AND EXCEPT:

The fractional Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 3.30 acres; the fractional Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 34.20

acres; the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), in Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

The fractional Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 8.20 acre; the fractional Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 39.73 acres, in Section 16, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

LESS AND EXCEPT:

A lot or parcel of land situated in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana, more particularly described as follows:

Beginning at the Southeast (SE) corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 15, Township 8 North, Range 3 East, thence North 00°10' West 1789.3 feet; thence South 89°51' East, 1028.7 feet, thence South 87°48' West, 500.0 feet; thence North 02°02' West, 663.6 feet, thence North 47°38' East, 564.1 feet; thence North 89°37' East, 70.0 feet to point of beginning, containing 10 acres, more or less, as shown on attached plat of survey.

LESS AND EXCEPT

A lot or parcel of land situated in the West Half (1/2) of Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana, more particularly described as follows:

Beginning at a point 759.9 feet North and 509.0 feet West of the Southeast (SE) corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), Section 15, Township 8 North, Range 3 East for the point of beginning, thence S 02 degrees 02 minutes East 745.1 feet, thence N 88 degrees 20 minutes 43.0 feet, thence S 02 degrees 37 minutes East 937.6 feet, thence N 69 degrees 58 minutes East 141.7 feet, thence N 33 degrees 45 minutes East 269.6 feet, thence N 22 degrees 03 minutes East 325.5 feet, thence N 01 degrees 27 minutes West 1727.5 feet, thence N 00 degrees 07 minutes West 1241.3 feet, thence S 88 degrees 08 minutes West 178.0 feet, thence N 01 degrees 39 minutes West 277.3 feet, thence S 47 degrees 42 minutes West 480.0 feet, thence S 05 degrees 31 minutes West 34.3 feet, thence S 80 degrees 38 minutes West 40.8 feet, thence S 00 degrees 27 minutes East 741.5 feet, thence N 89 degrees 51 minutes East 70.0 feet, thence S 02 degrees 02 minutes East 1028.7 feet to the point of beginning, containing 35.5 acres, more or less;

and a lot or parcel of land situated in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), Section 15 and the West one-half of the Northwest Quarter (NW 1/4), Section 22, Township 8 North, Range 3 East, LaSalle Parish, Louisiana, more particularly described as follows:

Beginning at a point 854.4 feet South and 158.3 feet West of the Southeast (SE) corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), Section 15, Township 8 North, Range 3 East, for a point of beginning, thence S 39 degrees 14 minutes West 139.0 feet, thence S 44 degrees 22 minutes West 53.3 feet, thence S 51 degrees 09 minutes West 160 feet, thence S 00 degrees 51 minutes East 1690 feet,

thence N 78 degrees 39 minutes East 265.0 feet, thence N 00 degrees 51 minutes West 1900.0 feet to the point of beginning, containing 10.3 acres, more or less.

LESS AND EXCEPT

A 98.50 acre tract of land located in Sections 15 and 22, Township 8 North, Range 3 East, LaSalle Parish, Louisiana, being more fully described as follows:

Begin at an iron rod which is 759.9 feet north and 509.0 feet west of the Southeast (SE) corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 15, Township 8 North, Range 3 East, as per survey of June 9, 1977 by Clarence N. Bruce and proceed S 87 degrees 58'34" W for 114.43 feet to the point of beginning of said 98.50 tract herein described. from said point of beginning, run N 0 degrees 51' W for 1397.66 feet, Thence run N 5 degrees 08'21" W for 334.07 feet to the south right of way of La. Hwy. 772, Thence run N 49 degrees 19'52" E along said right of way for 616.83 feet, Thence run S 0 degrees 02'30" E for 277.39 feet, Thence run N 89 degrees 55'45" E for 177.96 feet, Thence run S 1 degree 39' W for 115.13 feet, Thence run N 89 degrees 09' E for 7.21 feet, Thence run S 3 degrees 26'21" W for 334.27 feet, Thence run S 0 degrees 51' East for 5200.0 feet, Thence run S 9 degrees 22'51" E for 674.12 feet, Thence run S 89 degrees 09' W for 800.00 feet, Thence run N 7 degrees 40'51" E for 674.12 feet, Thence run N 0 degrees 51' W for 2799.50 feet, Thence run S 89 degrees 09' W for 383.67 feet, Thence run N 0 degrees 51' W for 995.00 feet, Thence run N 87 degrees 58'34" E for 383.68 feet to the point of beginning of said 98.50 acre tract of land herein described;

LESS AND EXCEPT the following described tract of land sold to the Parish of LaSalle by deed dated January 29, 1973, recorded in Conveyance Book 75, Page 106:

Beginning at a point 759.9 feet North and 509.0 feet West of the Southeast corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), Section 15, Township 8 North, Range 3 East, LaSalle Parish, Thence N 2 degrees 52'18" W 1035.50 feet, Thence N 88 degrees 27'29" W 69.86 feet, Thence S 47 degrees 38' W 10.77 feet, Thence S 0 degrees 51' E 1032.97 feet, Thence N 87 degrees 58'34" E 114.43 feet to the point of beginning containing 2.29 acres; and LESS AND EXCEPT 45.8 acres donated to the Parish of LaSalle by deed dated January 15, 1978, and recorded in Conveyance Book 98, Page 343, Records of LaSalle Parish.

The land was acquired by the current owner by Cash Sale Deed from IP Timberlands Operating Company, Ltd. to Sustainable Forests, L.L.C. dated August 24, 1998 and recorded September 2, 1998 at Entry No. 170672, COB 246, folio 27; as amended by Act of Correction dated October 22, 1999 and recorded November 12, 1999 at Entry No. 174907, COB 254, folio 374; as further amended by Act of Correction dated August 17, 2001 and recorded August 22, 2001 at Entry No. 181796, COB 268, folio 69; as further amended by Act of Correction dated July 24, 2001 and recorded August 10, 2001 at Entry No. 181830, COB 268, folio 192; as further amended by Act of Correction and Ratification dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185066, COB 273, folio 625; as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185065, COB 273, folio 629; and as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185071, COB 273, folio 637, official records of the Parish of LaSalle, State of Louisiana.

Parcel 156. (Tax Assessment No. 105815)

The South Three Fourths (S 3/4) less part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), in Section 16, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

LESS AND EXCEPT:

The fractional Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 3.30 acres; the fractional Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 34.20 acres; the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), in Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

The fractional Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 8.20 acre; the fractional Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) South of the Jena-Eden-Belah Gravel Highway right of way line, being 39.73 acres, in Section 16, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

The land was acquired by the current owner by Cash Sale Deed from IP Timberlands Operating Company, Ltd. to Sustainable Forests, L.L.C. dated August 24, 1998 and recorded September 2, 1998 at Entry No. 170672, COB 246, folio 27; as amended by Act of Correction dated October 22, 1999 and recorded November 12, 1999 at Entry No. 174907, COB 254, folio 374; as further amended by Act of Correction dated August 17, 2001 and recorded August 22, 2001 at Entry No. 181796, COB 268, folio 69; as further amended by Act of Correction dated July 24, 2001 and recorded August 10, 2001 at Entry No. 181830, COB 268, folio 192; as further amended by Act of Correction and Ratification dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185066, COB 273, folio 625; as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185065, COB 273, folio 629; and as further amended by Act of Correction dated May 31, 2002 and recorded June 26, 2002 at Entry No. 185071, COB 273, folio 637, official records of the Parish of LaSalle, State of Louisiana.

Parcel 157. (Tax Assessment No. 105816)

The East Half (E 1/2) of the Northeast Quarter (NE 1/4); the North Half (N 1/2) of the Northwest Quarter (NW 1/4); the North Half (N 1/2) of the Southeast Quarter (SE 1/4); the North Three Quarters (N 3/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4); the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), in Section 17, Township 8 North, Range 3 East, LaSalle Parish, Louisiana.

LESS AND EXCEPT:

LA04 L-1 123+/- Acres

That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and that part of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) lying north of Highway 8 and west of Sparrow Street, and

LaSalle Parish Recording Page

Steve Andrews
Clerk Of Court

1050 Courthouse St
Jena, LA 71342

Act

220463



220463

Received From

DORROH & KENDRICK
POB 1889
JENA, LA 71342

000785

Vendor

RED MOUNTAIN TIMBERCO III LLC

Vendee

LASALLE ECONOMIC DEVELOPMENT DISTRICT

Kind

CONVEYANCE

Index Type: CONVEYANCES

CONV Book: 356 Page: 785

Recording Pages: 11

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for LaSalle Parish, .

On (Recorded Date): 12/28/2011

At (Recorded Time): 02:35:25 PM

| | | |
|---------------------|----|--------|
| Cover Sheet Copies: | 1 | 0.00 |
| Scan Page Count: | 10 | 105.00 |
| Police Jury Fee: | | 0.00 |
| Certified Copy: | | 0.00 |
| Stamp Copy: | | 0.00 |
| Plat Copy: | | 0.00 |
| Total Cost: | | 105.00 |

Steve Andrews
CLERK OF COURT
Parish of LaSalle

Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

11

This instrument prepared by:

Victor P. Haley
Sutherland
999 Peachtree Street NE
Atlanta, GA 30309
(404) 853-8000

000786

Upon recording return to:

Walter Dorroh
Dorroh & Kendrick
PO Box 1889
3225 North 1st Street
Jena, LA 71342

STATE OF ALABAMA
COUNTY OF SHELBY

AND

STATE OF LOUISIANA
PARISH OF Lasalle

ACT OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the following contract and act of conveyance is hereby entered into by and between:

RED MOUNTAIN TIMBERCO III LLC, a Delaware limited liability company, duly authorized to do business in the State of Louisiana, whose address and telephone number is 31 Inverness Center Parkway, Suite 360, Birmingham, Alabama, 35242, (800) 995-9516, represented herein by Thomas C. Hancock, its duly authorized Executive Vice President,

hereinafter referred to as **VENDOR**, and

LASALLE ECONOMIC DEVELOPMENT DISTRICT, a political subdivision, whose address is PO Box 1889, Jena, Louisiana 71342,

hereinafter referred to as **VENDEE**, to-wit:

Who declared that, for the price and consideration hereinafter named and set forth and upon the following terms and conditions, Vendor does hereby grant, bargain, sell, convey, transfer and deliver unto Vendee, under such warranty as hereinafter set forth, all of Vendor's right, title and interest in and to the following property:

That certain immovable (real) property located in LaSalle Parish, Louisiana, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, and (i) any improvements thereon, and (ii) all timber growing thereon, and (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Vendor), and (iv) all minerals that may be owned by Vendor, including sand, clay or gravel of any kind or nature, and (v) any other privileges, advantages, easements, servitudes, covenants and other rights appertaining thereto (collectively, the "Property").

The consideration for this Act of Conveyance is the sum of One Hundred Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$154,500.00) cash in hand paid, and receipt of which is hereby acknowledged and full acquittance and discharge granted therefor, the parties hereto hereby acknowledging and agreeing that all of said proceeds have been paid to Vendor.

TO HAVE AND TO HOLD the within described Property, together with the privileges and appurtenances properly belonging thereunto to which said Vendor may be entitled, unto the Vendee, its successors and assigns forever, with full substitution and subrogation in and to the rights and actions of warranty which said Vendor has or may have against all preceding owners and Vendors, and with all rights of prescription, whether acquisitive or liberative, to which said Vendor may be entitled;

PROVIDED THAT (i) the conveyance of the Property by Vendor to Vendee herein is made without any warranty of title, express or implied, except that Vendor hereby warrants that Vendor has done nothing to impair such title as Vendor received, and Vendor will warrant and defend title to the Property against the acts or claims of all preceding owners and vendors claiming by, through or under Vendor, and (ii) the conveyance of any minerals by Vendor to Vendee herein is made by way of quitclaim, without any warranty of title of any kind, express or implied, except as to Vendor's own acts; but all conveyances hereunder are made;

AND SUBJECT TO all exceptions, reservations and restrictions of record or otherwise described or referred to herein, including without limitation the exceptions described in Exhibit B attached hereto and made a part hereof for all purposes.

Vendor is selling the Property "AS IS, WHERE IS" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Vendee expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Property sold which render it useless or render its use so inconvenient or imperfect the Vendee would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 et seq with respect to Vendor's warranty against latent or hidden defects of the Property sold, or any other applicable law, not even for a return of the purchase price. Vendee forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property sold. Vendor expressly subrogates Vendee to all rights, claims and causes of action Vendor may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of the Vendee and fully explained to the Vendee, and the Vendee acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the Property without any express or implied warranties. **Vendee expressly**

000788
acknowledges that no such representations have been made and that Vendee is not relying on any representations or warranties other than as set forth herein.

Taxes for the current year have been prorated between the parties. Vendor shall remain responsible for 2011 taxes, and all future tax payments thereafter shall be the responsibility of the Vendee. Tax notices after 2011 should be mailed to the address provided in the Vendee's appearance paragraph.

The parties hereto waive the production of any and all certificates required by law or customarily obtained and relieve and release me Notary, from any and all responsibility or liability in connection therewith. The parties also agree to indemnify me, Notary, against all penalty or liability incurred as a result of the waiver of certificates.

The effective date of this conveyance shall be December 23, 2011.

[signatures begin on next page]

124
11th 000789
THUS DONE AND PASSED, in Birmingham, Alabama, on this the 11th day of May, 2011, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said Vendor and me, Notary, after a reading of the whole.

WITNESSES:

Janet Hess
Print Name: JANET HESS

Brenda Calhoun
Print Name: BRENDA CALHOUN

VENDOR:

RED MOUNTAIN TIMBERCO III LLC,
a Delaware limited liability company

By: Thomas Hancock
Name: THOMAS HANCOCK
Title: Executive Vice President

Stephanie Caldwell
Print Name: Stephanie Caldwell
Notary Public, commission expiring 11-02-2014
In and for County of Shelby, State of ALABAMA



144

000730

23rd

THUS DONE AND PASSED, in June, LaSalle Parish, on this the 23rd day of December, 2011, in the presence of the undersigned witnesses, who hereunder sign their names with the said Vendee and me, Notary, after a reading of the whole.

WITNESSES:

Vickie L. Carthon
Print Name: Vickie L. Carthon

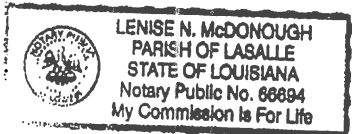
Ladawn L. Edwards
Print Name: LADAWN L. EDWARDS

VENDEE:

LASALLE ECONOMIC DEVELOPMENT DISTRICT

By: Walter E. Dorroh, Jr.
Name: Walter E Dorroh, Jr.
Its: President

Lenise N. McDonough
Print Name: Lenise N. McDonough
Notary Public, commission expiring _____
In and for _____, State of _____



LASALLE ECONOMIC DEVELOPMENT DISTRICT
EXHIBIT A
LEGAL DESCRIPTION

A 29.18 acre tract or parcel of land located in the Southwest Quarter of Northwest Quarter, and the Northwest Quarter of Southwest Quarter Section 15, and Southeast Quarter of Northeast Quarter and Northeast Quarter of Southeast Quarter, Section 16, all situated in Township 8 North, Range 3 East, Louisiana Principal Meridian, North of Red River Land District, LaSalle Parish, Louisiana and being more particularly described as follows:

Commencing at a found 2 inch iron pipe located at the Southeast Corner of said Section 16;

Thence run North 00 degrees 37 minutes 54 seconds West with the East line of said Section 16 a distance of 1916.00 feet to a point;

Thence run North 89 degrees 05 minutes 09 seconds East a distance of 235.92 feet to a set ½ inch iron rod located on the apparent right of way line of a LaSalle Parish Asphalt Road "Hanger Road" and the point of beginning of the herein described tract;

Thence run South 89 degrees 05 minutes 09 seconds West a distance of 1050.00 feet to a set ½ inch iron rod;

Thence run North 00 degrees 54 minutes 51 seconds West a distance of 864.66 feet to a set ½ inch iron rod located on the South right-of-way line of Louisiana State Highway No. 8;

Thence run with the South right-of-way line of said Louisiana State Highway No. 8 the following courses and distances:

North 55 degrees 55 minutes 15 seconds East, 921.00 feet to a point;

North 52 degrees 55 minutes 43 seconds East, 350.01 feet to a set ½ inch iron rod located on the apparent West right-of-way line of said "Hanger Road"

Thence run with the apparent West right-of-way line of said "Hanger Road" the following courses and distances:

South 02 degrees 34 minutes 13 seconds West, 58.62 feet to a set ½ inch iron rod;

South 00 degrees 54 minutes 51 seconds East, 1516.48 feet to the point of beginning and containing 29.18 acres, more or less. The bearing described herein are Louisiana North Zone, NAD 83 with a convergence angle of 00 degrees 10 minutes 47 seconds.

EXHIBIT B

000792

PERMITTED EXCEPTIONS

1. Ad valorem taxes not yet due and payable.
2. All existing zoning restrictions.
3. All matters that would be revealed by an accurate survey of the Property.
4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.
5. All prior conveyances, transfers and reservations of oils, gas, coal, lignite, clay, sand, coal bed methane and other minerals of any kind or character or any interest therein.
6. All matters appearing in the public records of LaSalle Parish, properly indexed, and in the chain of title to the Property, or any portion of the Property.
7. Rights of parties in possession pursuant to the leases, licenses and agreements separately assigned by Vendor and assumed by Vendee, if any.
8. Rights of third persons and/or public authorities and utilities in and to that portion of the Property located within the boundaries of roads, highways, easements, and rights-of-way, whether of record, on the ground or acquired through prescription.
9. Reservations contained in that certain Act of Conveyance dated November 3, 2006, between Sustainable Forests, L.L.C. and Red Mountain TimberCo III LLC, recorded in LaSalle Parish records in Book 310, File No. 203365.

000793

WRITTEN CONSENT OF
THE MANAGER OF
RED MOUNTAIN TIMBERCO III LLC

The undersigned, being the Manager (the "Manager") of Red Mountain TimberCo III LLC, a Delaware limited liability company (the "Company"), hereby consents in writing, in accordance with the Company's Operating Agreement (the "Agreement"), to the adoption of the following resolutions:

APPROVAL OF SALE OF PROPERTY

WHEREAS, the Manager has determined that it is advisable and in the best interest of the Company to convey that certain tract or parcel of land in LaSalle Parish, State of Louisiana, described as Compartment No. JE-1511 (ID 1099) (the "Property") as more fully described in that certain Real Estate Sales Contract dated March 16, 2011 by and between Company, as Seller, and LaSalle Economic Development District, as Buyer (the "Purchase and Sale Agreement").

NOW, THEREFORE, BE IT RESOLVED, the Manager hereby approves, confirms and ratifies the sale of the Property on the terms and conditions set forth in the Purchase and Sale Agreement, the execution, delivery and performance of the Purchase and Sale Agreement and the execution, delivery and performance of all other documents relating to the same, in all respects.

OTHER ACTS

RESOLVED, that the officers of the Manager and the Company, each as authorized under the Agreement, be, and hereby are authorized, empowered and directed to do all other things and acts, to execute and deliver all other instruments, documents and certificates (collectively, "Documents"), and to pay all costs, fees and taxes as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions (collectively, the "Acts"), and that all of the acts and deeds of the officers of the Manager and of the Company that are consistent with the purposes and intent of such resolutions be, and hereby are, in all respects, approved, ratified, confirmed and adopted as the acts and deeds of the Manager and Company.

AUTHORITY

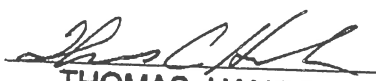
000794

RESOLVED, that any or each of Phillip Woods, as President of the Company, Craig Blair, as Executive Vice President of the Company, Ed Sweeten, as Executive Vice President of the Company, Dennis DuBose, as Executive Vice President of the Company, and/or Tom Hancock, as Executive Vice President of the Company, has authority to execute and deliver any and all Documents in connection with the foregoing and to take any Acts as he deems proper in consummating the transaction contemplated by the Purchase and Sale Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the day written below.

MANAGER

Resource Management Service LLC,
Manager of Red Mountain TimberCo III
LLC

By: 
Name: THOMAS HANCOCK
Title: ASSISTANT VICE PRESIDENT
Date: May 11, 2011

LEGAL DESCRIPTION

A 29.18 ACRE TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF SOUTHWEST QUARTER, SECTION 15, AND THE SOUTHEAST QUARTER OF NORTHEAST QUARTER, AND NORTHEAST QUARTER OF SOUTHEAST QUARTER, SECTION 16, ALL SITUATED IN TOWNSHIP 8 NORTH, RANGE 3 EAST, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LaSALLE PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 16;

THENCE RUN N 00°37'54" W WITH THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1916.00 FEET TO A POINT;

THENCE RUN N 89°05'09" E A DISTANCE OF 235.92 FEET TO A SET 1/2 INCH IRON ROD LOCATED ON THE APPARENT RIGHT-OF-WAY LINE OF A LaSALLE PARISH ASPHALT ROAD "HANGER ROAD" AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE RUN S 89°05'09" W A DISTANCE OF 1050.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE RUN N 00°54'51" W A DISTANCE OF 864.66 FEET TO A SET 1/2 INCH IRON ROD LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 8;

THENCE RUN WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID LOUISIANA STATE HIGHWAY NO. 8 THE FOLLOWING COURSES AND DISTANCES:

N 55°55'15" E, 921.00 FEET TO A POINT;

N 52°55'43" E, 350.01 FEET TO A SET 1/2 INCH IRON ROD LOCATED ON THE APPARENT WEST RIGHT-OF-WAY LINE OF SAID "HANGER ROAD"

THENCE RUN WITH THE APPARENT WEST RIGHT-OF-WAY LINE OF SAID "HANGER ROAD" THE FOLLOWING COURSES AND DISTANCES:

S 02°34'13" W, 58.62 FEET TO A SET 1/2 INCH IRON ROD;

S 00°54'51" E, 1516.48 FEET THE POINT OF BEGINNING AND CONTAINING 29.18 ACRES MORE OR LESS. THE BEARING DESCRIBED HEREIN ARE LOUISIANA NORTH ZONE, NAD 83 WITH A CONVERGENCE ANGLE OF 00°10'47".

NOTE:
LOUISIANA HUNT PETROLEUM, IPB LLS JA 14 Nos. 12 AND 13 DRILLED AND ABANDONED OIL WELLS SPOTTED ON PLAT PER RECORD CALLS.

REFERENCES:
(1) SURVEY PLAT TRC, MARK H. TOOME, PLS FOR CENTRAL LOUISIANA TIMBER PROPERTIES, LLC DATED MARCH 19, 2007. PROJECT NO. 54578-00007.

THIS SURVEY DOES NOT CONSTITUTE:

1. ENVIRONMENTAL SITE ASSESSMENT
2. WETLANDS DETERMINATION
3. SUB-SURFACE INVESTIGATION, DIAL LOUISIANA ONE CALL (811) BEFORE DIGGING.
4. CERTIFICATION OF UN-ENCUMBERED OWNERSHIP

CERTIFICATION:

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED: I HEREBY CERTIFY THAT THE SURVEY OF THE TRACT SHOWN IN HEAVY LINES WAS DONE IN ACCORDANCE WITH MINIMUM STANDARDS FOR A CLASS 2 PROPERTY BOUNDARY SURVEY. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ON THE GROUND SURVEY AND THAT NO ENCROACHMENTS EXIST EITHER WAY ACROSS ANY PROPERTY LINE EXCEPT AS SHOWN, IF ANY.



Derek Kyle Howard
DEREK KYLE HOWARD, LA P.L.S. NO. 4974
NOTE: ORIGINAL OF PLAT STAMPED RED, SIGNED BLUE.

FOR **LaSALLE ECONOMIC DEVELOPMENT DISTRICT**

REQUESTED BY **WALTER DORROH**

DESCRIPTION:
A 29.18 ACRE TRACT OR PARCEL OF LAND LOCATED IN THE SW 1/4 OF NW 1/4 AND NW 1/4 OF SW 1/4, SECTION 15, AND THE SE 1/4 OF NE 1/4, AND THE NE 1/4 OF SE 1/4, SECTION 16, ALL SITUATED IN T8N-R3E, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LaSALLE PARISH, LOUISIANA.

N & A, INC.
NOWLIN & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
NATCHITOCHES, LOUISIANA JDN, LOUISIANA
(318) 992-0389 OR 992-6262

PROJ. No. **236.1625** FILE: C:\WORK\236\1625\2361600\2361600 PLAT.DWG
BOOK & PAGE: LLS 57/1-5

APPROVED BY: **CNB** DRAWN BY: **DKH**

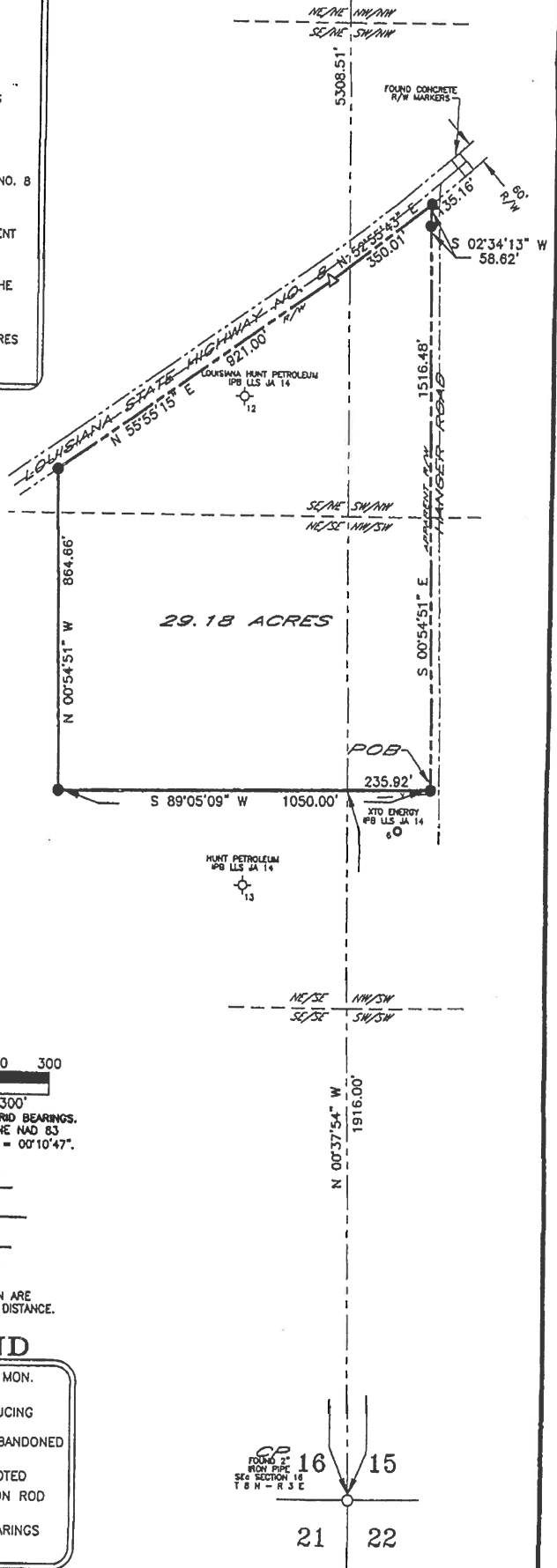
DATE: **07/07/2011** SHEET **1 OF 1**

REV **08/19/2011** BY **DKH**

T 8 N - R 3 E

9 10
16 15
FOUND 2" IRON PIPE
NE 1/4 SECTION 16
T8N-R3E

000795



150 0 150 300
Scale: 1" = 300'

BEARINGS SHOWN ARE GRID BEARINGS,
LOUISIANA NORTH ZONE NAD 83
CONVERGENCE ANGLE $\alpha = 00^{\circ}10'47''$.

DISTANCES SHOWN ARE
HORIZONTAL GROUND DISTANCE.

LEGEND

- FOUND CON. MON.
- △ POINT
- ACTIVE PRODUCING OIL WELL
- ⊙ DRILLED & ABANDONED OIL WELL
- FOUND AS NOTED
- SET 1/2" IRON ROD
- X- FENCE
- BASIS OF BEARINGS
- () RECORD CALL

FILED AND RECORDED
BOOK 146 PAGE 498

'86 FEB 21 AM 11 48
M. G. Gentry
DY. CLERK AND RECORDER
LASALLE PARISH, LA

LA Deed
30-72 (Blue)

CASH DEED

STATE OF LOUISIANA)
)
PARISH OF LASALLE)

BE IT KNOWN, That this day before me, the undersigned authority, a Notary Public in and for the said Parish, duly commissioned and sworn, came and appeared

✓
IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, authorized to do business in Louisiana, herein represented by R.M. AMEN, its duly authorized representative, being hereinafter sometimes referred to as "Vendor",

who declared that they do _____ by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with limited warranty of title as hereinafter set forth, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled, unto

✓
LASALLE PARISH POLICE JULY, a political subdivision of the State of Louisiana, being hereinafter sometimes referred to as "Vendee".

the following described property, to-wit:

BEGINNING at the SW corner of the SW 1/4 of the SW 1/4, Section 15, Township 8 North, Range 3 East, LaSalle Parish, Louisiana; THENCE East 235.1 feet; THENCE North 2769.1 feet, to the point of beginning; THENCE N 47 Deg. 31 Min. 20 Sec. E 500.0 feet; THENCE N 0 Deg. 54 Min. 40 Sec. W 349.3 feet; THENCE S 47 Deg. 31 Min. 20 Sec. W 500.0 feet; THENCE S 0 Deg. 54 Min. 40 Sec. E 349.3 feet to the point of beginning being 3.0 acres more or less.

No title opinion rendered nor was one requested of me Notary.

131912



49

This is a limited warranty deed and the legal warranty of Vendor shall be limited to acts by and through Vendor subsequent to its acquisition of the property conveyed herein.

The aforesaid property herein described and conveyed is conveyed by Vendor expressly subject to:

Any and all leases and other interests of any nature relating to oil, gas and other minerals of any kind which were made, conveyed or reserved prior to the date of execution and delivery of this deed.

Any valid existing rights of way, servitudes, easements, and similar surface grants for railroads, roads, pipelines, powerlines and telephone and telegraph lines and other similar facilities, which rights of way, servitudes, easements and similar surface grants, leases, or agreements, contracts and acknowledgments are now in force or effect, either of record or on the ground.

TO HAVE AND TO HOLD said described property unto said purchaser, its heirs and assigns forever.

This sale is made for the consideration of the sum of

-----Nine Thousand Six Hundred and 00/100 -----Dollars
cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties and evidence of the payment of taxes produced.

The vendee takes cognizance of all past due and/or current year's taxes and agrees to pay the same.

LaSalle Parish Recording Page

Steve Andrews
Clerk Of Court

1050 Courthouse St
Jena, LA 71342

000291

STATE OF L

391



Received From

ENTERGY/LPL
P O BOX 35803
WEST MONROE, LA 71294

Vendor

LASALLE ECONOMIC DEVELOPMENT DISTRICT

Vendee

ENTERGY LOUISIANA LLC

Kind

EASEMENT

Index Type: CONVEYANCES
Recording Pages: 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for LaSalle Parish, .

On (Recorded Date): 06/13/2013

At (Recorded Time): 02:11:33 PM

| | | |
|---------------------|---|-------|
| Cover Sheet Copies: | 1 | 0.00 |
| Scan Page Count: | 2 | 35.00 |
| Police Jury Fee: | | 0.00 |
| Certified Copy: | | 7.00 |
| Stamp Copy: | | 0.00 |
| Plat Copy: | | 0.00 |
| Total Cost: | | 42.00 |

Steve Andrews
CLERK OF COURT
Parish of LaSalle

Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

STATE OF LOUISIANA
PARISH OF LA

BEFORE I
sworn, did depose &
subscribing witness, s

Grantee's Permanent Mail
2901 Cypress Street, West

2

LaSalle Parish Recording Page

Steve Andrews
Clerk Of Court

1050 Courthouse St
Jena, LA 71342

2013

Act

225752



225752

Received From

ENTERGY/LPL
P.O. BOX 130
HODGE, LA 71247

Vendor

RED MOUNTAIN TIMBERCO III LLC

Vendee

ENTERGY LOUISIANA LLC

Kind

SERVITUDE

Index Type: CONVEYANCES

CONV Book: 371 Page: 125

Recording Pages: 25

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for LaSalle Parish, .

On (Recorded Date): 07/25/2013

At (Recorded Time): 12:39:25 PM

| | | |
|---------------------|----|--------|
| Cover Sheet Copies: | 1 | 0.00 |
| Scan Page Count: | 24 | 209.00 |
| Police Jury Fee: | | 0.00 |
| Certified Copy: | | 0.00 |
| Stamp Copy: | | 0.00 |
| Plat Copy: | | 0.00 |
| Total Cost: | | 209.00 |

Steve Andrews
CLERK OF COURT
Parish of LaSalle

Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

3

STATE OF LOUISIANA
PARISH OF LASALLE

SERVITUDE OF USE FOR ELECTRIC LINE(S)

KNOW ALL MEN BY THESE PRESENTS:

That this SERVITUDE FOR USE OF ELECTRICAL LINE(S) is made and entered into
by and between:

Red Mountain TimberCo III LLC, a Delaware limited liability company, authorized to do
and doing business in the State of Louisiana, with its principal place of business for
purposes of this transaction at 22620 Highway 8, Trout, Louisiana 71371, sometimes
called GRANTOR, and

ENTERGY LOUISIANA, LLC, a Louisiana limited liability company with its domicile
in Jefferson Parish, Louisiana, with its mailing address at 4809 Jefferson
Highway, Jefferson, Louisiana 70121, represented herein by
Ellis E. Alford, Jr. P.E., its Area Design Manager

and bears witness to the following:

GRANTOR is primarily in the business of cultivating, growing, managing, harvesting,
gathering and marketing trees, logs, wood and wood fiber grown on its property in the State of
Louisiana, and conducting activities on its property in furtherance thereof, including but not
limited to the construction and maintenance of roads, fences, breaks, drainage facilities and other
man-made structures intended to facilitate GRANTOR'S primary purposes, which include
development of recreations uses thereof. GRANTEE is primarily in the business of generating,
transmitting, transporting, distributing and marketing electricity, and in furtherance thereof,
constructing and maintaining such cables, conduits, guys, anchors, poles, standards and other
equipment and appurtenances as may be required to accomplish same. Consistent with the

primary activities of GRANTOR, it being the intent hereof to interfere with GRANTOR'S activities to the least extent possible, GRANTOR desires to grant, and GRANTEE desires to obtain a right of way over and across the property of GRANTOR in LaSalle Parish, Louisiana, for the purposes of constructing, maintaining, inspecting, operating, patrolling, repairing, renewing and removing, in whole or in part, one (1) line of poles, with appurtenant guys, anchors and supports, upon which may be strung wires for the transmission and distribution of electrical current, together with such cables, conduits and other equipment and appurtenances as may be necessary or convenient for such purpose.

THEREFORE, for and in consideration of the premises and the contracts, covenants and consideration set out hereinafter, GRANTOR does, by this act and these presents, GRANT, BARGAIN, SELL, ASSIGN, CONVEY and DELIVER to GRANTEE, a non-exclusive right of way of use seventeen (17') feet in width, for the sole and exclusive purposes and none other of constructing, maintaining, inspecting, operating, patrolling, repairing, renewing, and removing, in whole or in part, one (1) line of poles upon which may be strung wire for the transmission or distribution of electric current, together with such cables, conduits, guys, anchors and other equipment and appurtenances, excluding structures, as may be necessary or convenient for such purposes, consistent with the intent hereof, upon, under and across the following described property: **A 1.51 acre tract in Section 16, T8N, R3E, LaSalle Parish** as shown on attached plat described as Exhibit "A" attached hereto and made a part hereof.

BUT ONLY as to the location specified for such right of way on the survey attached hereto as Exhibit A, and at no other location without the express written consent of GRANTOR, together with rights of ingress and egress along such right of way and any roads paralleling said right of way for the purpose of maintaining this right of way (it being understood that these roads may be closed or relocated and such ingress and egress may be reasonably relocated or limited to areas designated by GRANTOR from time to time so long as such relocations or limitations do not unreasonably interfere with GRANTEE'S ability to fulfill the purposes of this right of way.) GRANTEE shall have the right to maintain the right of way clear of such vegetation and trees, and the further right to clear and modify dead, weak, leaning or dangerous tree and branches outside the right of way which are of height sufficient to threaten the electrical line if they should fall, so as to prevent damage or interference with the efficient maintenance, operation and patrol of the electric line pursuant to this agreement, provided GRANTEE shall provide GRANTOR reasonable prior notice of GRANTEE'S intent to undertake any substantial clearing, cleaning or modification of the right of way and/or adjacent properties of GRANTOR.

GRANTOR reserves any and all timber and trees situated on its property, on or outside of the right of way, and the right to remove the same when cut by GRANTEE herein. GRANTEE shall notify GRANTOR in writing thirty days prior to cutting any timber and GRANTEE shall, at the option of GRANTEE; (i) allow GRANTOR to harvest and remove the timber within sixty (60) days of GRANTOR'S receipt of GRANTEE'S notice; or (ii) cut and stack the timber for the benefit of GRANTOR along at reasonable locations outside of the right of way and in a reasonable manner designated by GRANTOR; or, (iii) cut and remove the timber, provided, however, that should GRANTEE decline to permit GRANTOR the right to remove and harvest

its timber as provided herein, GRANTEE shall compensate GRANTOR for such timber at then prevailing prices for like timber, wood, or wood fiber.

During construction of the electric line, GRANTEE shall have the right to use an additional temporary right of way of use for construction of the electric line only as shown on the survey attached hereto as Exhibit A and labeled "Temporary Work Space," if any, but the right of way of use shall revert to the location otherwise described on Exhibit A upon completion of the electric line.

This grant is made for the consideration of the sum of **Five Thousand Six Hundred Sixteen and 58/100 Dollars (\$5616.58)**, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration.

GRANTOR is granting this right of way to GRANTEE without any warranties, representations, or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of the GRANTOR, even for the return of the purchase price. By its signature, GRANTEE expressly acknowledges that the grant of this right of way is at GRANTEE'S peril and risk and acknowledges and declares that neither GRANTOR nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of GRANTOR, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which GRANTEE has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property described herein. GRANTEE has had full, complete and unlimited access to the property described herein for all tests and inspections which GRANTEE, in its sole discretion, deems sufficiently diligent for the protection of GRANTEE'S interests. GRANTEE acknowledges that the foregoing releases, waivers, and

acknowledgments are a material and integral part of this agreement, and are a component of the consideration paid for this right of way.

Nothing herein shall be construed as a conveyance of any part of the ownership of the above described property or the mineral rights underlying the above described property or the hunting, fishing or other recreational rights thereon. The rights granted herein are subject to any and all liens, right of ways, oil, gas and mineral leases, timber deeds, hunting leases, and other grants or rights of any kind or nature whatsoever affecting the above described property.

Subject to GRANTOR'S prior written consent, which shall not be unreasonably withheld, provided the proposed assignee is fully capable of performing in GRANTOR'S sole opinion all GRANTEE'S covenants, obligations and agreements hereunder, GRANTEE, its successors and assigns, may assign this right of way, or any part thereof, or interest herein, and the same shall be divisible, assignable and transferable among any two or more owners, as to any right or rights created hereunder, but in no event shall GRANTEE, its successors or assigns be permitted to maintain more than one (1) line of poles on the property described on Exhibit A attached hereto. Furthermore, GRANTEE, its successors and assigns, shall give GRANTOR at least thirty (30) days advance written notice of any such proposed assignment, and a recorded copy of the assignment shall be promptly furnished GRANTOR by GRANTEE. It is provided, however, that neither the assignment of this right of way, nor the assumption of obligations arising hereunder shall relieve GRANTEE from any of the obligations running in favor of GRANTOR hereunder and in the event of one or more such assignments GRANTEE shall remain liable to GRANTOR for all of the obligations arising hereunder for the term of this right of way.

GRANTOR reserves the right to the full use and enjoyment of the property over which a right of way is granted herein, including by way of illustration, the right to cross the right of way and to construct roads, highways and bridges across it and the right to erect, install and construct over and across the right of way all buildings, utilities, machinery, railroads, tram roads, switch tracks, dams, roads, fences and all other structures which GRANTOR may desire for the use or convenience of its operations, insofar as said use by GRANTOR does not constitute a violation of applicable safety rules and regulations, including but not limited to the National Electric Safety Code. Such roads, highways, bridges, buildings and other facilities shall be erected, installed, constructed and maintained so as not to deprive GRANTEE of ingress and egress to the right of way and so as not to interfere unreasonably with the rights granted herein. GRANTEE will exercise its rights of ingress and egress in such a way so as to interfere as little as is reasonably possible with the operations of GRANTOR.

GRANTEE warrants and represents that the location of this right of way shall not damage or interfere with the roads situated on GRANTOR'S property. GRANTOR, its affiliates and invitees, reserve the right to use all existing roads on the property or adjacent thereto, as well as all roads built by GRANTEE thereon. GRANTEE agrees to repair all damages which may arise to bridges, buildings, fences, machinery, timber, wood, trees, growing crops, roads or other property of GRANTOR on the above described property or other property belonging to GRANTOR adjacent to or off said right of way or in the area (if any) designated on Exhibit A as Temporary Work Space, occasioned by the construction, maintenance, and operation of said electric transmission line or the removal thereof. Any and all property of GRANTOR damaged by GRANTEE shall be restored to substantially its former condition at the sole cost of

GRANTEE. GRANTOR shall be paid by GRANTEE the reasonable market value of any of GRANTOR'S property damaged or destroyed by GRANTEE which cannot be replaced or restored to substantially its former condition.

Said electric line shall be constructed, operated and maintained so that it will not interfere with ordinary surface use of the land by GRANTOR , including without limitation, growing, cultivating, managing, harvesting, conserving, marketing and using timber on GRANTOR'S adjacent properties and/or the recreational use thereof. GRANTEE shall maintain the electric line repair in accordance with generally accepted utility standards. GRANTEE shall at all times keep the premises in safe and clean condition; and GRANTEE shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris, but shall keep the premises free and clear of all such refuse. Immediately after completion of the electric line, GRANTEE shall clean up the premises, removing all stakes which may have been put into the ground, and GRANTEE shall render the surface of the land to as near its original condition as may be practicable. After the electric line has been constructed, GRANTEE agrees, during the entire term of this agreement, to employ such means as a reasonably necessary to protect against downed lines and to prevent erosion on the immovable property described on Exhibit A occasioned by GRANTEE'S use and operation of the right of way. GRANTEE shall not permit any of its agents, employees, independent contractors or invitees to hunt or pursue any other recreational activity or carry firearms on GRANTOR'S premises.

GRANTEE recognizes for itself, its successors and assigns, that GRANTOR and its affiliates have acquired, own, lease, or control the lands across which this right of way is granted

and other lands for its use in growing, conserving and using timber in connection with its operations, and it is specifically understood and agreed that the granting of this right of way shall in no way interfere with or inconvenience GRANTOR or its affiliates in the growth, production, cutting and transportation of timber and wood from the balance of its lands not specifically included within the limits of the right of way covered by this grant or the reasonable recreational use thereof, whether such lands are now owned or hereafter acquired, it being understood that the same agreements shall apply to timber and wood and timber and wood rights which GRANTOR may now own or hereafter acquire in the vicinity of this right of way. GRANTOR shall have the right at all times, without notice to GRANTEE, except as herein provided, and without the necessity of obtaining GRANTEE'S consent, to cross the right of way herein granted, with railroads, tram roads, teams, trucks or other means of transportation, it being the intent hereof that GRANTOR, its agents, employees, successors and assigns shall use the lands embraced within the limits of the right of way herein granted in such ways as may be necessary and convenient to GRANTOR in conducting and carrying on the business in which it is engaged. The rights specifically reserved unto GRANTOR are reserved not only for the use of GRANTOR, its successors and assigns, but also for the use and benefit of all other persons with whom GRANTOR may conduct business and from whom GRANTOR may purchase, or to whom GRANTOR may sell, timber and wood. Such uses, however, are not to interfere unreasonably with or prevent the use of the right of way by GRANTEE for the purpose for which same is granted. GRANTEE shall not to construct nor maintain such electric line in a manner so as to prevent the passage of trucks across said right of way where trucks could travel if said electric line had not been constructed, or GRANTEE shall leave or construct a reasonable

number of crossings for the conducting of timber and wood operations in that vicinity.

GRANTEE assumes the risk of any such use of the property by GRANTOR and shall, at its expense, take all necessary protective measures to prevent loss or damage to its property and the property of GRANTOR or other persons thereon on account of such use; and GRANTOR shall not be responsible for any expense, damage or inconvenience caused to GRANTEE or its property on account of any such use of the lands and timber and wood rights of GRANTOR, its successors and assigns, by GRANTOR, or by those with whom it may contract and from whom it may purchase, or to whom it may sell, timber and wood except to the extent arising from or caused by the legal fault of GRANTOR, its agents, employees, contractors, invitees, or other for whom GRANTOR is legally responsible. If GRANTOR elects to construct any tram road or railroad across said right of way, it will give GRANTEE reasonable notice of such intention so that GRANTEE may install the necessary protective measures.

GRANTEE shall use all reasonable care and precautions: reduce and minimize fire and insect hazards and damage to the timber left standing; prevent waste, nuisance or unnecessary injury to said property or to the commercial values thereof. Therefore, GRANTEE expressly covenants and agrees: (a) To remove from the area, burn in appropriate weather on the right of way or otherwise destroy, dispose of or disperse if appropriate, all stumps, brush, trees, logs, tops, limbs, or any other debris or slashing of any kind caused by or resulting from the initial clearing or later clearings or maintenance of said right of way or the adjacent properties as authorized hereby, but in no event shall debris or slashing of any kind be pushed onto, placed, piled or burned on GRANTOR'S other property adjacent to, along and off the right of way herein granted; (b) To leave no stumps higher than six inches (6") on this right of way so as not

to interfere with the operations of GRANTOR'S trucks or other power-driven equipment on, over and across said right of way. If GRANTEE in any way damages trees left standing along, adjacent to or on said right of way, GRANTEE shall immediately notify GRANTOR in writing of such damage and compensate GRANTOR for such timber at then prevailing prices for like timber, wood, or wood fiber. In the event it is determined that the construction, maintenance or operation of GRANTEE'S electric line and related facilities will unduly interfere with any existing right of ways or with the operations of GRANTOR or GRANTOR'S future use or development of the Property for any purpose, GRANTEE, its successors and assigns, shall promptly remedy any such physical interference or structural conflict at GRANTOR'S sole cost and expense by making necessary changes in construction and/or location by raising or relocating the interfering, facilities; GRANTOR shall reasonably cooperate with GRANTEE to relocate the right of way at a location acceptable to GRANTOR and GRANTEE which removes such interference and provides the approximate benefits to GRANTEE as the original right of way granted herein. The parties shall execute such documents as are necessary in connection with such relocation of the right of way, including GRANTOR'S granting free of charge, such additional right of way necessary to effectuate such relocation and GRANTEE'S release of such portion of the right of way which has caused the interference.

GRANTEE covenants and agrees that any electric line and related equipment installed pursuant to the terms hereof shall equal or exceed all applicable safety laws, rules, regulations and specifications pertaining to GRANTEE'S use. GRANTEE'S use thereof and operations shall be in full compliance with all federal, state and local laws, rules, regulations and specifications (including without limitation, all matters relating to safety, Best Management Practices,

hazardous wastes and substances and to the prevention of forest fires). GRANTEE shall have full responsibility for obtaining any and all federal, state and local permits and licenses required for GRANTEE'S use of the right of way for the purposes herein granted.

GRANTEE shall construct, use and maintain its electric line and all related structures and facilities in accordance with all portions of the National Electric Safety Code, including but not limited to those portions which relate to allowing the normal passage of teams, trucks, tractors, and other means of transportation, and tree culture, logging and timber harvesting equipment that may move on, over or across the right of way herein granted. In the alternative, where requested, GRANTEE shall leave or construct a reasonable number of crossings on said right of way for the conducting of such tree culture, timber, forest, logging and timber harvesting operations of GRANTOR, its successors and assigns, and those with whom it may contract and those from whom it may purchase and those to whom it may sell timber and wood.

GRANTEE assumes the risk of any use of the right of way granted herein and shall at its expense take all reasonably necessary protective measures to prevent loss or damage to GRANTEE'S property and the property of GRANTOR or other persons on account of such use. GRANTOR shall not be responsible for the expense, damage or inconvenience caused to GRANTEE or its property on account of any use of roadways or adjacent lands by GRANTOR, its successors and assigns, or those with whom it may contract and those from whom it may purchase or those to whom it may sell timber provided such loss or damage is not due to the legal fault of GRANTOR, its agents, employees, contractors, invitees or others for whom GRANTOR is legally responsible.

GRANTEE, in exercising its rights of ingress to and egress from the right of way for the purposes herein authorized, shall use the most direct and practical or established route or routes for such purposes in such a way so as to interfere as little as reasonably possible with the operations of GRANTOR. GRANTEE will promptly report any damage done by it to roads, bridges or the property of GRANTOR.

GRANTEE, its successors and assigns, hereby agree to come in, indemnify, defend, save and hold GRANTOR, Resource Management Service, LLC, their agents, officers, members, employees, contractors, insurers and successors harmless from any and all claims, damages, fines, liabilities, court costs, and attorney's fees arising out of the granting of this right of way to GRANTEE or the use thereof by GRANTEE, including, but not limited to: (I) such claims, damages, fines, liabilities, court costs and attorney's fees resulting from the occurrence or existence of any actual or alleged discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants, or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, from, onto, or adjacent to the lands covered by this right of way, whether at the surface, airborne, or subsurface, to the extent such pollution is caused by or in any way connected with the use of this right of way, and GRANTEE shall bear all costs associated with the abatement, clean-up and removal of said pollution; and (ii) such claims, damages, fines, liabilities, court costs and attorney's fees resulting from injury to or death of any person, or damage to property or interference with other existing right of ways, if such death, injury, property damage, or interference with existing right of way is in any way related to the granting or use of this right of way, except to the extent caused by or arising from the legal

fault of GRANTOR, its agents, employees, contractors, invitees, or others for whom GRANTOR is legally responsible.

GRANTEE'S failure to comply with its covenants, obligations and agreements hereunder within thirty (30) days following written notice of same (or such longer period as may be reasonably required to cure such default provided GRANTEE promptly commences such curative measures and thereafter diligently pursues same to completion) shall give GRANTOR the right to terminate this right of way and exercise any other rights or remedies available under applicable law. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, this right of way automatically shall terminate and revert to GRANTOR, if the electric line is not installed on the property within one year from the date hereof or, if after construction, the electric line is not used in the ordinary course of business for a consecutive period of one year other than in the case of natural disaster or other force majeure event. After termination of this right of way, for any reason, GRANTEE shall remove any electric line and related equipment installed by or on behalf of GRANTEE and restore the property subject to this right of way to its condition as of the date hereof. After termination of this right of way for any reason, GRANTEE shall within thirty (30) days after demand by GRANTOR furnish GRANTOR with a recordable act evidencing the termination of the right of way. If GRANTEE fails to furnish the required act within thirty (30) days of receipt of the demand, GRANTEE shall be liable to GRANTOR for all damages resulting therefrom and for reasonable court costs and attorneys' fees incurred to secure cancellation or the right of way of record, regardless or whether or not suit is filed.

GRANTEE shall obtain, at its own cost and expense, and maintain during the term of this right of way, such insurance as GRANTOR may reasonably require, including but not limited to:

- a) Commercial general Liability -including "Products and Completed Operations" coverage and "Personal and Advertising Injury" coverage on an occurrence form with limits not less than:
- \$1,000,000 bodily injury and property damage (combined single limit) each occurrence
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal and advertising injury
 - \$ 1,000,000 general aggregate
 - \$500,000 chemical drift liability -applicable to ground herbicide and aerial herbicide and fertilizer contracts only
- b) Automobile Liability -Limits not less than \$ 1,000,000 bodily injury and property damage (combined single limit per occurrence). Coverage must be for "any auto" or "all owned autos" plus "hired autos" plus "non-owned autos."
- c) Excess Umbrella Liability -Limits of not less than \$2,000,000 excess umbrella liability insurance in addition to the primary general and automobile liability policies -applicable to ground herbicide and aerial herbicide and fertilizer contracts only.
- d) Worker' Compensation -as required by statute. Red Mountain Timberlands, LLC requires all contractors to provide workers' compensation and employers' liability coverage regardless of state-allowed exceptions or "opt out' provisions everywhere in the U.S. Policies must specifically include coverage for Owners/Partners/Proprietors/Executive Officers; however Owners/Partners/Proprietors/Executive Officers coverage may be waived if

contractor/vendor executes the appropriate Forest Resources Contract Amendment.

Where applicable (operations in or near water), insurance is also required for contractors' liability under the Federal Longshoremen and Harbor Workers Act (USL&H) and/or Death on the High Seas Act (Jones Act).

- e) Employer's Liability -Limits of not less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

The policies providing such insurance shall:

- i. be with an insurance carrier having an A.M. Best's rating of at least A- (that's A minus) and of financial size category X, or otherwise be acceptable to GRANTOR; and
- ii. with respect to a) and b) above, shall name GRANTOR and Resource Management Service, LLC as an Additional Insured thereunder and shall specifically state it shall not be cancelled without thirty (30) days prior written notice to GRANTOR.

Any or all of the above insurance coverages may be provided under GRANTEE'S *(but not any assignee of GRANTEE, except to the extent such assignee is an affiliate of GRANTEE, or acquires all or substantially all of the transmission assets of GRANTEE)* regularly maintained program of self-insurance, provided that in such event, GRANTEE shall provide GRANTOR with such certificate of authority to transact business as a self-insurer as may be required by the provisions of LSA-R. S. 22:453 or any other applicable provision of the Louisiana Insurance Code.

All notices, claims, certificates, requests, demands and other communications required or

permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth herein above, or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above. GRANTEE, its successors and assigns, shall keep GRANTOR advised of its current mailing address and the representative of GRANTEE who will handle inquiries and notifications

In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.

All of the representations, warranties, covenants and indemnities created in this agreement shall survive the termination of the right of way granted herein.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Time is of the essence in this Right of Way. This instrument shall be construed according to the laws of the state of Louisiana, without regard to its conflicts of laws provisions.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative, before these witnesses and the undersigned notary public all as of the date first written above.

RED MOUNTAIN TIMBERCO III LLC,
a Delaware limited liability company

AT: CA

Janet Hess

Print Name: Janet Hess

By: Ed Sweeten

Name: Ed Sweeten

Danny Norman

Print Name: Danny Norman

Title: Executive V.P.

Stephanie Coffee

NOTARY PUBLIC


Print Name: Stephanie Coffee

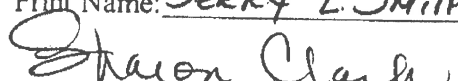
NOTARY/BAR NO. N/A

MY COMMISSION EXPIRES: 6-28-16

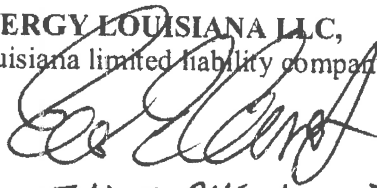


IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative, before these witnesses and the undersigned notary public all as of the date first written above.


Print Name: JERRY L. SMITH


Print Name: Sharon Clark

ENTERGY LOUISIANA LLC,
a Louisiana limited liability company

By:  ✓

Name: ELLIS E. ALFORD JR. P.E.

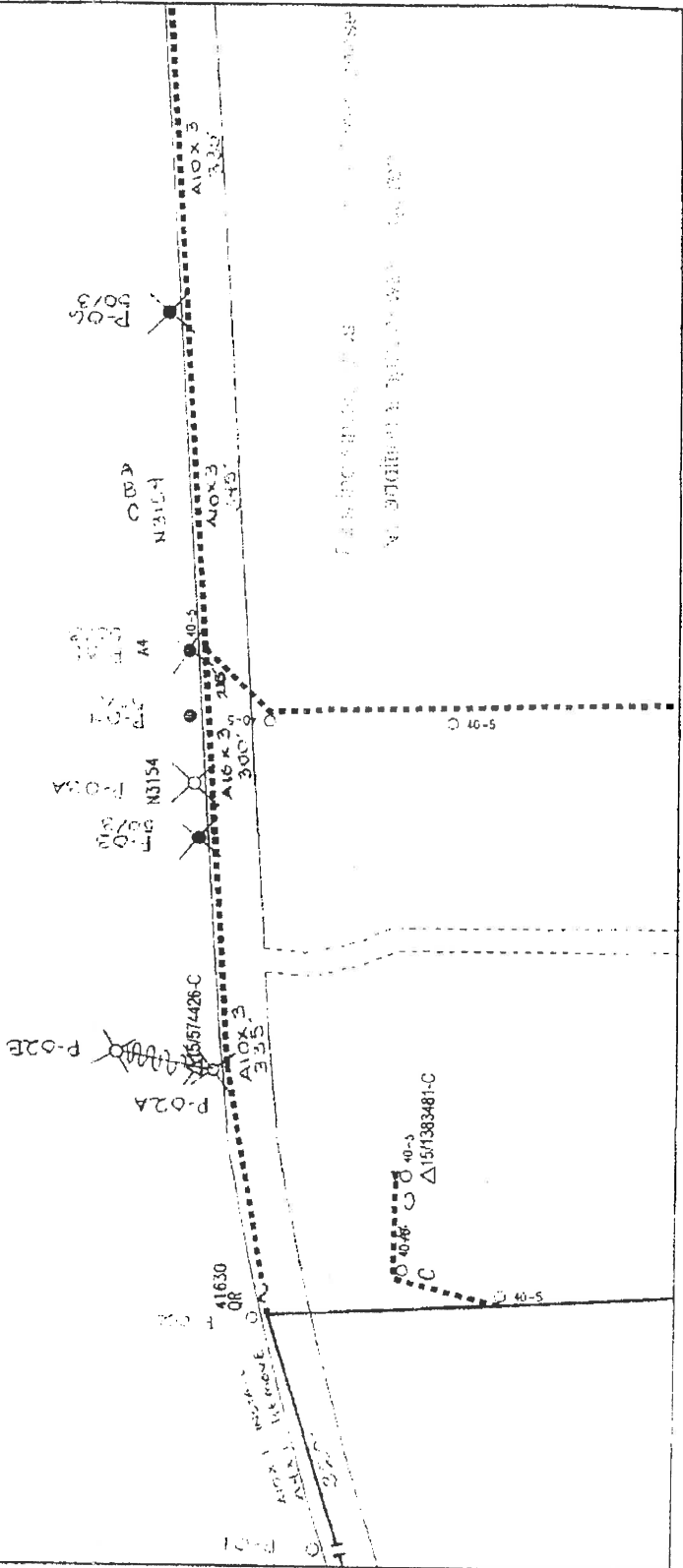
Title: Area Design Manager


NOTARY PUBLIC

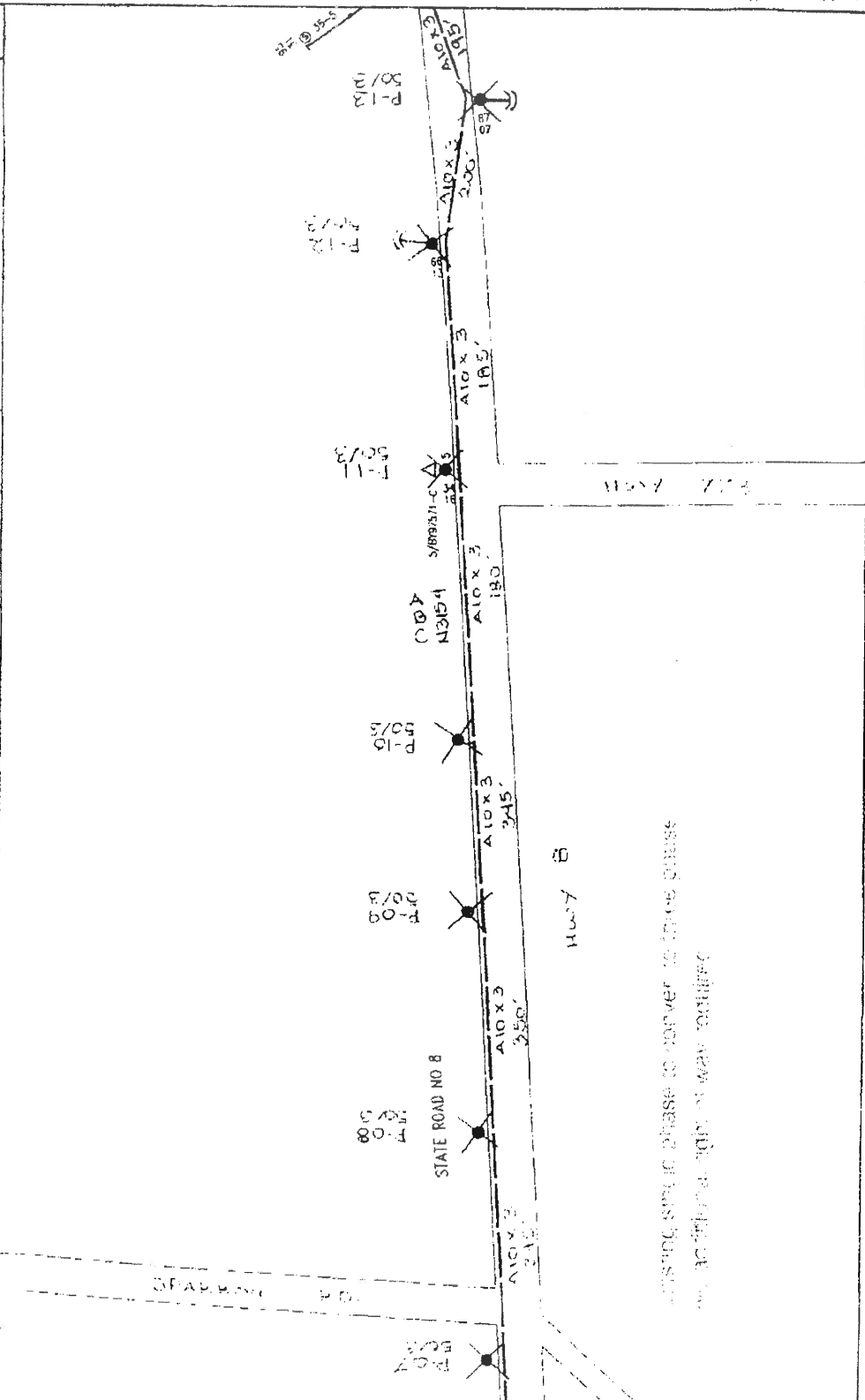
Print Name: _____
NOTARY/BAR NO. _____ Karen Renee Patterson
MY COMMISSION EXPIRES: _____ Notary Number 67084

| | | | | | | | |
|--------------------|--|---|--|---------------------|--|---------------------------------|--|
| Entergy | | WR Name: JENA TEMP. SERVICE TO UPS AT Hwy 8 AND HANGER RD | | WR#: 545559 | | CEA#: 214020 | |
| Local Office: 2036 | | County/Parish: LA SALLE | | Date: 05/30/13 | | Customer Service Entrance Size: | |
| Tax Dist: 0000 | | Section: Township: Range: | | Load PT: | | Source PT: | |
| WR Type: RESIDENCE | | Pull off Loc. No.: | | Right-of-Way Yes No | | Construction Type Urban Rural | |
| Acct#: 106677618 | | SO#: | | Map: | | Circuit No: N3154 | |
| Phone#: | | Night Watcher SO#: | | Phase: AEG | | Page 1 of 5 | |
| Contact Person: | | Last Call Ref#: | | Scale 1"=200' | | Designer: HDR | |

CONVERT 1-PHASE 8KV TO 3-PHASE
13.8KV FROM P-02 TO P-15
CHANGE #4ACSR PHASE TO A10 AAC
NEW 3-PH. LINE & CONVERSION WILL BE VERTICAL



| | | | | | | | |
|--------------------|-------------------------|---|-------------------|---|----------------|-------------|--|
| Entergy | | WR Name: Jena- Temp Service To UPS at Hwy 8 and Hanger Road | | | | WR#: 545559 | |
| Local Office: 2036 | County/Parish: La Salle | | Construction Type | | GEA#: 249020 | | |
| Tax Dist: | Section: 16 | Township: 8 N | Range: 3 E | Right-of-Way Yes <input checked="" type="radio"/> No <input type="radio"/> | Date: 01/24/13 | | |
| WR Type: Revenue | Pull off Loc. No.: | | Map: | | Load PT: | | |
| Acct#: | SO#: | Night Watcher SO#: | | Customer Service Entrance Size: | | | |
| Phone#: | | Last Call Ref#: | | Source PT: | | | |
| Contact Person: | | | | Circuit No.: | | | |
| | | | | Page 2 of 5 | | | |
| | | | | Phase: | | | |
| | | | | Designer: | | | |
| | | | | Scale 1"=200' | | | |



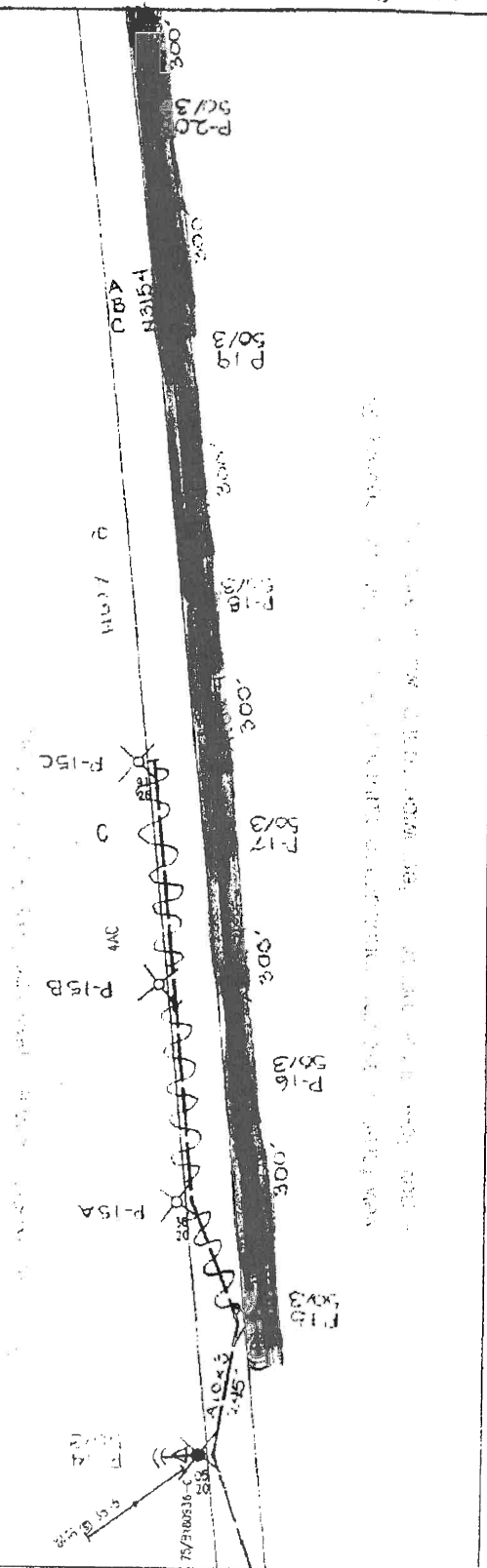
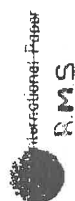
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| Entergy | | WR Name: Jena-Temp Service to UPS at Hwy 8 and Hanger Rd. | | | | WR#: 545020 | |
| Local Office: 2036 | | County/Parish: LaSalle | | Section: 16 Township: 8 N Range: 3 E | | Date: 01/24/13 | |
| Tax Dist: | | WR Type: Revenue | | Pull off Loc. No.: | | Load PT: | |
| Acct#: | | SO#: | | Map: | | Source PT: | |
| Phone#: | | Night Watcher SO#: | | Last Call Ref#: | | Circuit No: | |
| Contact Person: | | | | | | Phase: | |
| | | | | | | Designer: | |
| | | | | | | Scale 1"=200' | |
| | | | | | | CEA#: 249020 | |
| | | | | | | Customer Service Entrance Site: | |
| | | | | | | Page 3 of 5 | |
| | | | | | | | |

Line Ext to UPS Midstream Service

Entergy Rights of Way Request across RMS, LLC

3840 linear feet N 17 feet width + 400 sq. ft. at four anchor sites = 65,680 sq. ft.

Approx. 1.5 acres total



Notes: 1. This map is for informational purposes only and does not constitute a contract. 2. The map is subject to change without notice. 3. The map is not to be used for any other purpose.

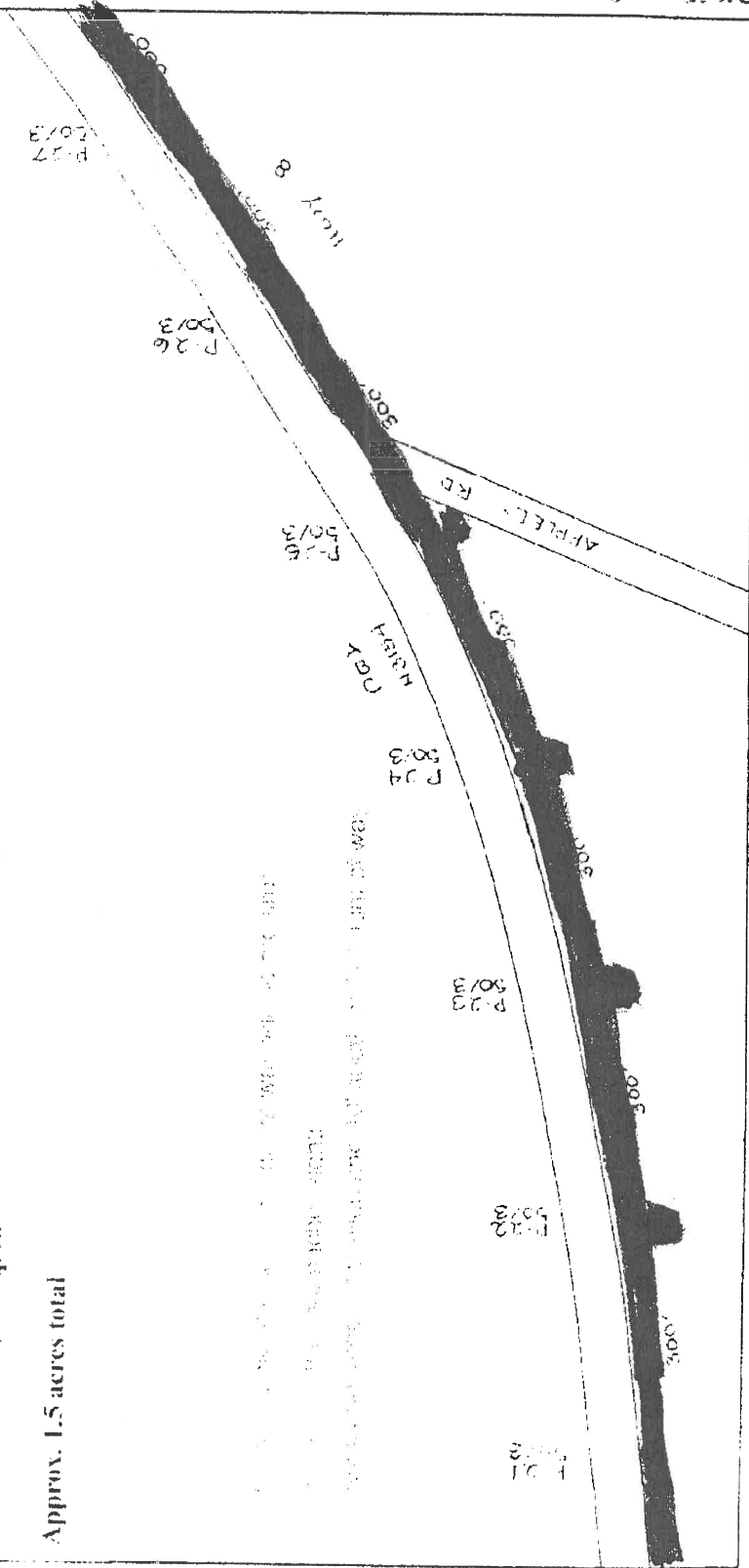
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|--------------------|--|--|--|--------------------------------------|--|----------------|--|
| Entergy | | WR Name: Jena- Temp Service to UPS at Hwy 8 and Hanger Rd. | | | | WR#: 545559 | |
| Local Office: 2036 | | County/Parish: LaSalle | | Section: 16 Township: 8 N Range: 3 E | | Date: 01/24/13 | |
| Tax Dist: | | Pull off Loc. No.: | | SO#: | | CEA#: 249020 | |
| WR Type: Revenue | | Night Watcher SO#: | | Right-of-Way | | Load PT: | |
| Acct#: | | Last Call Ref#: | | Yes No | | Source PT: | |
| Phone#: | | Map: | | OH UG | | Circuit No: | |
| Contact Person: | | Scale 1"=200' | | Construction Type | | Page 4 of 5 | |
| | | | | Urban | | Designer: | |
| | | | | Rural | | | |

Line Ext to UPS Midstream Service

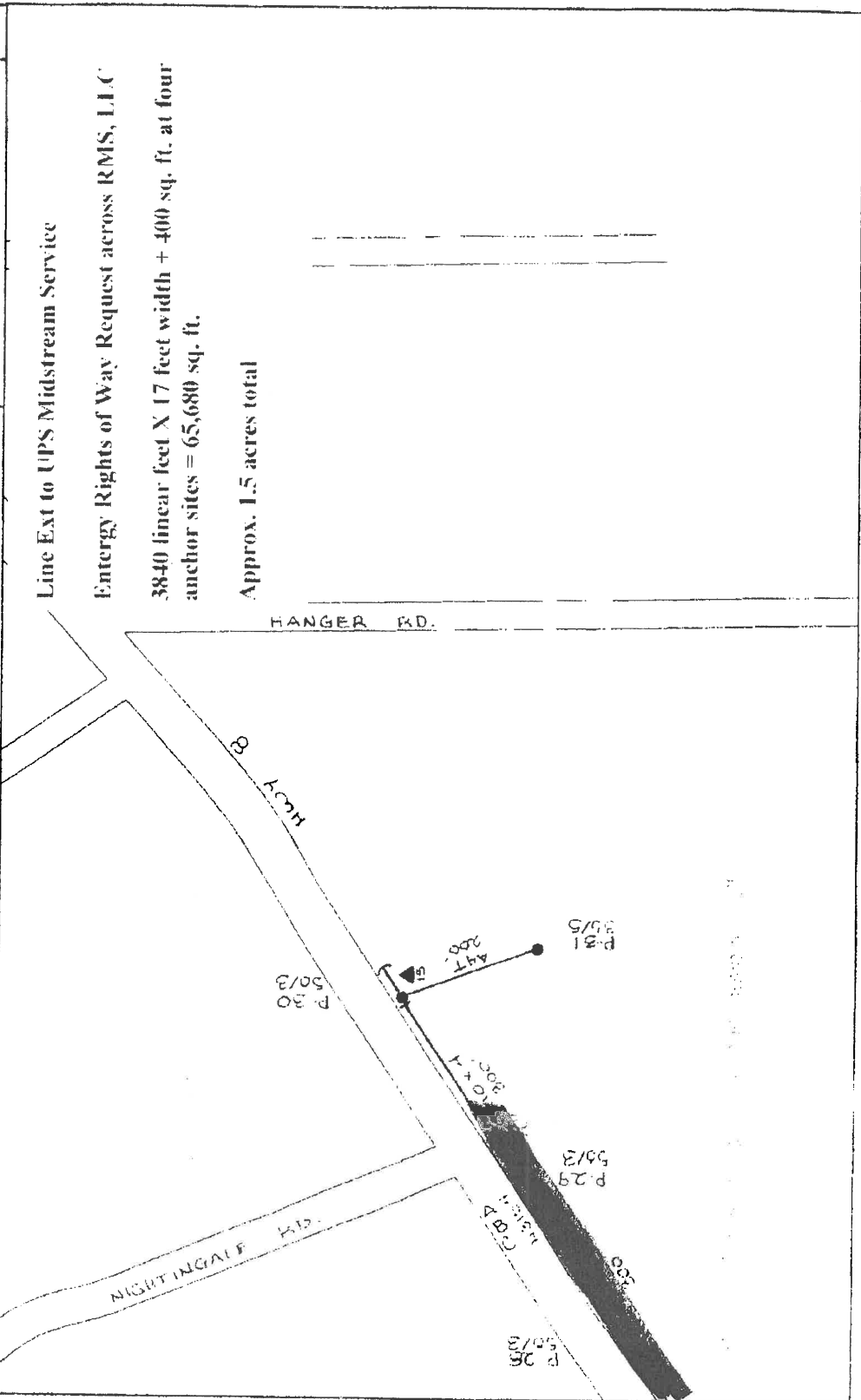
Entergy Rights of Way Request across RMS, LLC

3840 linear feet X 17 feet width + 400 sq. ft. at four anchor sites = 65,680 sq. ft.

Approx. 1.5 acres total



| | | | | | | | |
|--------------------|--|--|---------------|-------------------|----------|---------------------------------|--|
| Energy | | WR Name: Jena-Temp Service to UPS at Hwy 8 and Hanger Rd | | | | WR#: 545559 | |
| Local Office: 2036 | | County/Parish: LaSalle | | Date: 01/24/13 | | CEAM: 249020 | |
| Tax Dist: | | Section: 16 | Township: 8 N | Range: 3 E | Load PT: | | |
| WR Type: Revenue | | Pull off Loc. No.: | | Construction Type | | Customer Service Entrance Size: | |
| Acct#: | | SO#: | | Right-of-Way | | Source PT: | |
| Phone#: | | Night Watcher SO#: | | Yes | | Circuit No: | |
| Contact Person: | | Last Call Ref#: | | No | | Phase: | |
| | | | | Map: | | Page 5 of 5 | |
| | | | | | | Designer: | |
| | | | | | | Scale 1"=200' | |



LaSalle Parish Recording Page

000634

**Steve Andrews
Clerk Of Court**

**1050 Courthouse St
Jena, LA 71342**

Act

225912



225912

Received From

DON WILSON
P O BOX 1346
Jena, LA 71342

Vendor

LASALLE ECONOMIC DEVELOPMENT DISTRICT

Vendee

UPS MIDSTREAM SERVICES INC

Kind

GROUND LEASE

Index Type: CONVEYANCES

CONV Book: 371 Page: 634

Recording Pages: 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for LaSalle Parish, .

On (Recorded Date): 08/02/2013

At (Recorded Time): 03:20:43 PM

| | | |
|----------------------------|----|---------------|
| Cover Sheet Copies: | 1 | 0.00 |
| Scan Page Count: | 13 | 121.00 |
| Police Jury Fee: | | 0.00 |
| Certified Copy: | | 18.00 |
| Stamp Copy: | | 0.00 |
| Plat Copy: | | 0.00 |
| Total Cost: | | <u>139.00</u> |

**Steve Andrews
CLERK OF COURT
Parish of LaSalle**

Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

4

STATE OF LOUISIANA
PARISH OF LASALLE

GROUND LEASE

BE IT KNOWN, that before the undersigned authorities, Notaries Public within and for their respective jurisdictions, and the undersigned competent attesting witnesses, personally came and appeared:

LASALLE ECONOMIC DEVELOPMENT DISTRICT, a Louisiana political subdivision herein represented by its President, Walter E. Dorroh, Jr., duly authorized, with a mailing address of P. O. Box 1889, Jena, Louisiana 71342, "LESSOR"

AND

UPS MIDSTREAM SERVICES, INC., herein represented by Reagan S. Busbee, its Senior Vice-President and Chief Operating Officer, duly authorized, with a mailing address of 806 Seaco Court, Deer Park, Texas 77536, "LESSEE"

who declared that they have and do hereby enter into a contract of lease in words and figures, and subject to terms and conditions as follows, to-wit:

FIRST: DESCRIPTION OF LEASED PREMISES

Lessor covenants that for and in consideration of the rents hereinafter stipulated to be paid by Lessee and of the performance and observance by Lessee of the covenants, conditions, and stipulations herein given expressed and contained on the part and behalf of Lessee to be performed and observed, Lessor has leased, let and demised, and does by these presents lease, let and demise to Lessee, its successors and assigns, the following described parcel of real estate situated in LaSalle Parish, Louisiana, said property being more particularly described as follows:

A 10.00 acre tract or parcel of land located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of Southwest Quarter, Section 15, and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of Southeast Quarter, Section 16, all situated in Township 8 North, Range 3 East, Louisiana Principal Meridian, North of Red River Land District, LaSalle Parish, Louisiana, and being more particularly described as follows:

Commencing at a 2 - inch diameter iron pipe located at the Southeast Corner of said Section 16; Thence run North 00 degrees 37 minutes 54 seconds West with the East line of said Section 16 a distance of 1916.00 feet to a point; Thence run North 89 degrees 05 minutes 09 seconds East a distance of 235.92 feet to a 1/2 inch iron rod located on the apparent west right of way line of "Hanger Road"; Thence run North 00 degrees 54 minutes 51 seconds West with the apparent West right of way line of said "Hanger road a distance of 645.71 feet to the point of beginning of the herein described tract; Thence run South 89 degrees 05 minutes 09 seconds West a distance of 613.87 feet to a point; Thence run North 00 degrees 54 minutes 51 seconds West a distance of 503.96 feet to a point

located on the South right of way line of Louisiana State Highway No. 8; Thence run with the South right-of-way line of said Louisiana State Highway No. 8 the following courses and distances:

North 55 degrees 55 minutes 15 seconds East, 399.99 feet to a point;
North 52 degrees 55 minutes 43 seconds East, 350.01 feet to a one-half inch rod located at the intersection of said South right-of-way line of said Louisiana State Highway No. 8 and the apparent West right-of-way line of said "Hanger Road"; Thence run with the apparent West right-of-way line of said "Hanger Road" the following courses and distances:

South 02 degrees 34 minutes 13 seconds West 58.62 feet to a 1/2 inch iron rod;

South 00 degrees 54 minutes 51 seconds East, 870.77 feet to the point of beginning and containing 10.00 acres, more or less.

The above described bearings are Louisiana North Zone NAD 83 grid bearings with a convergence angle of 00 degrees 10 minutes 47 seconds. Distances described above are horizontal ground distance. This being more particularly shown on a preliminary plat by N & A, Inc., Derek Kyle Howard, PLS for LaSalle Economic Development District dated November 9, 2012, and bearing Project No. 236.1625A for more particular identification thereof, attached hereto and made a part hereof.

The above and foregoing property and this Lease are subject to such reservations, limitations, servitudes and encroachments as are disclosed in the plat of survey attached.

Together with all the buildings, structures, and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and appendages thereunto belonging or in anywise appertaining, hereby granted to Lessee, its successors, and assigns, so long as this Lease remains in effect, any and all rights, ways, privileges and servitudes to which Lessor may be entitled upon any property of others situated adjacent to the above described property.

SECOND: PEACEFUL POSSESSION

Lessor warrants and covenants that it is the sole owner in fee simple of the hereinabove described property, that it has full right and authority to make this Lease of the hereinabove described property and every part and parcel thereof. Lessor further covenants that if Lessee shall fully observe and perform all of the covenants, conditions and stipulations of this Lease to be by it observed and performed, Lessee will be maintained by Lessor in the peaceful and undisturbed possession and enjoyment of the leased premises during the term hereof as is or may be required by law.

THIRD: DELIVERY OF POSSESSION

Lessor covenants that it will deliver possession of the leased premises to Lessee on the commencement date of this Lease.

FOURTH: TERM

The term of this Lease shall be for five years commencing on 3/31/2013 and ending on 3/31/2018, unless sooner terminated under the provisions hereinafter set forth.

FIFTH: PRIORITY OF LEASE

Lessor covenants that in case Lessor shall at any time hereafter alienate or encumber the leased premises or any part or parcel thereof, such sale or encumbrance shall be made expressly subject and subordinate to the provisions of this Lease and to the rights of Lessee hereunder.

SIXTH: RENTS

Lessee shall, during the term of this Lease, pay to Lessor at such place in the City of Jena, State of Louisiana, as Lessor may from time to time in writing designate, rents for the leased premises in accordance with the following schedule, to-wit:

Payable in increments of \$16,000 annually, with the first payment due on May 31, 2013, the second payment due on March 30, 2014, the third payment due on March 30, 2015, the fourth payment due on March 30, 2016, and the fifth and final payment due on March 30, 2017, with the lease to terminate on March 31, 2018.

SEVENTH: LESSEE TO PAY AD VALOREM TAXES

As part of the consideration for this Lease and in addition to the rents and other payments herein provided, Lessee shall before they become delinquent pay all lawful ad valorem taxes, assessments, forced contributions, and other governmental charges in the nature thereof, general and special, ordinary and extraordinary, of every nature and kind whatsoever, which may be levied, assessed or imposed upon the leased premises or any buildings or other improvements hereafter erected on the leased premises, but not further or otherwise, or upon the income or rental thereof, it being the intent hereof that Lessee is obligated to pay only such taxes, levies and assessments as may be directly levied, assessed or imposed upon or against said leased premises and any building or other improvements hereinafter erected on the leased premises; provided, that such taxes for the year 2013 shall be prorated between Lessor and Lessee. Nothing in this Lease contained shall require Lessee to pay any franchise tax, gift tax, estate tax, inheritance tax or other death tax or capital levy or transfer tax levied or assessed against Lessor on any income excess profits, or revenue tax or any other tax, assessment, charge or levy of Lessor upon the rents payable by Lessee under this Lease. If Lessee is required by law to pay any of the same, Lessor shall reimburse Lessee or any sum so paid may be deducted from the rents due hereunder. Notwithstanding anything to the contrary herein, if through the auspices of a validly and legally obtained economic development incentive package available under the laws of the State of Louisiana, the Lessee is excused from paying all or part of the taxes specified in this section, the failure to pay said taxes shall not be considered as an element of default in the performance or observance of the terms and conditions of this Lease.

EIGHTH:

Lessee will at all times during the term of this Lease save harmless Lessor and the leased premises and the improvements thereon from all taxes, assessments, forced contributions and charges provided in Section SEVENTH hereinabove to be paid by Lessee, and from all liens and penalties in conjunction therewith, and from all public requirements with respect to the

construction, reconstruction, maintenance or repair of streets and sidewalks adjacent to the leased premises; and upon written application of Lessor, Lessee shall furnish to Lessor for inspection and such other use as may be proper for the protection of Lessor's interest in the leased premises, written evidence that any and all of the taxes, assessments, forced contributions and charges hereinabove set forth in Section SEVENTH hereof to be paid by Lessee have been duly satisfied and paid, or otherwise discharged.

EIGHTH (a):

Nothing herein contained, however, shall be construed as preventing or interfering with the contestation by Lessee, at its own expense, of any tax, assessment, forced contribution, charge, lien or claim of any kind in respect to the leased premises or any building or other improvement, now or hereafter situated thereon, which may be considered by Lessee to be unlawful or excessive, and for that purpose Lessee may sue or defend, in its own name or in the name of Lessor, as the case may require, but the Lessee shall, if the Lessor in writing requires the same, furnish reasonable security for the payment of all liability, costs, and expense at the end of the litigation, and Lessee, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder for the nonpayment thereof; provided, however, that Lessee may not, under the provisions of this Section EIGHTH, permit the leased premises or any building or other improvement now or hereafter situated thereon to be sold at any tax foreclosure sale or forfeited for unpaid taxes and any sale or forfeiture shall be deemed to be a default hereunder.

NINTH:

During the term hereof Lessee shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, State of Louisiana, City of Jena, Parish of LaSalle, and all public authorities, boards or offices relating to the leased premises or the improvements upon same, or the use thereof, and will not during said term permit the same to be used for any illegal or immoral purposes, business or occupation; provided that nothing herein contained shall be construed as preventing or interfering with the contestation by Lessee, at its own expense, of any such law, ordinance, rule or regulation that it may consider unlawful or oppressive and for that purpose Lessee may sue or defend, in its own name or in the name of Lessor, as the case may require, but Lessee shall, if Lessor in writing requires the same, furnish to Lessor reasonable security for the payment of all liability, costs and expense at the end of the litigation and Lessee, so long as the matter shall remain undetermined by final judgment, shall not be considered in default in the non-observance thereof.

TENTH:

Notwithstanding anything to the contrary herein, it is understood and agreed by the parties hereto that Lessee intends to construct on the premises herein leased a building or buildings that shall be used for the purposes of Lessee's business. Lessee shall be totally responsible for the construction and maintenance of said building, and the building, improvements associated therewith, and any accessories thereto, shall remain the property of

Lessee during the term of this Lease and thereafter. Lessee may at Lessee's cost alter, expand or demolish its buildings and other improvements.

**ELEVENTH: LESSEE TO INSURE BUILDING
& MAINTAIN LIABILITY INSURANCE**

Lessee covenants and agrees that Lessee will, throughout the term of this Lease, at Lessee's cost and expense, keep the leased premises and all buildings and improvements on the leased premises insured in good and solvent insurance companies legally authorized to transact business in the State of Louisiana against all damages or destruction by fire, lightning, windstorm, hail, explosion, vandalism and malicious mischief, riots and civil commotion, aircraft and vehicles, smoke, sonic boom and removal subject to the usual and customary exclusions and limitations, in an amount equal to the 100% of the insurable value of said buildings and improvements, with the addition of a replacement cost endorsement. Lessee covenants and agrees that it will not do or omit to do anything which would vitiate the insurance hereinabove in this Section: ELEVENTH provided for, or which would prevent the obtaining thereof.

Additionally, Lessee will maintain liability insurance on the leased premises in an amount in accordance with Lessee's risk management practices and with a company authorized to transact business in the State of Louisiana, the purpose of said insurance, being to insure against any loss or liability for injury, damage, court costs, attorney fees, medical expenses, or any other monetary damages of any nature, type and/or description for which either party may be sued in connection with the leased premises or for any lawsuit, claim, or cause of action arising thereon.

**ELEVENTH (a): INSURANCE PROCEEDS APPLIED TOWARD
RESTORATION AND REPAIR**

Following a casualty, Lessee shall promptly restore, repair, replace, or demolish such building and improvements or the damaged portions thereof as determined by Lessee.

**ELEVENTH (b): INSURANCE POLICIES TO CONTAIN
MORTGAGE ENDORSEMENT**

Notwithstanding anything in the foregoing to the contrary, it is specifically understood and agreed that in the event that the Lessee, or anyone holding under Lessee, may mortgage, pledge or hypothecate the Lessee's leasehold estate hereunder, and in the further event that such mortgage requires the same, the policy or policies of insurance aforementioned may be issued with mortgage endorsement payable to the mortgagee and may be deposited with the mortgagee.

**TWELFTH: LESSEE TO COMPLY WITH LAWS, ORDINANCES, ETC.
IN DEMOLITION OR CONSTRUCTION WORK**

In the demolition, excavating for, and construction of any building or buildings on the premises covered by this Lease, and in the removing, rebuilding, repairing, altering, adding to or

extending any party walls and foundations, Lessee will conform to and observe all laws applicable thereof, and will further protect all buildings or adjacent premises to the extent required by said laws, ordinances, building codes, rules and regulations, and at all times will keep Lessor and the premises hereby leased indemnified against and discharged of any charge or liability in favor of the owners of such adjacent premises arising out of much operations by Lessee, and will pay and discharge all liability and damages occasioned to any person or persons resulting from such demolition, excavation or construction, or from such removing, rebuilding, repairing, altering, adding to or extending any such party walls and foundations, if such liability or damages is caused by the negligence of Lessee, its agents, servants or employees.

**THIRTEENTH: LESSEE TO HOLD LESSOR HARMLESS
AGAINST LIENS, JUDGMENTS OR ENCUMBRANCES**

Without duplication of the matters set forth in Section Eighth, Lessee will indemnify and hold harmless Lessor from and against the payment of all loss, damages, legal costs and charges, inclusive of counsel fees, by Lessor lawfully and reasonably incurred or expended in or about the prosecution or defense of any suit or other proceeding in the discharging of the leased premises or any part thereof, from any lien, judgment or encumbrances created, or permitted to be created, by Lessee upon, or against the same or against Lessee's leasehold estate (except mortgage liens placed thereon by Lessee), and also any costs and charges, inclusive of counsel fees incurred on account of proceedings by Lessor in obtaining possession of the premises covered by this Lease after the termination of the Lease by forfeiture or otherwise.

FOURTEENTH: LESSEE TO KEEP BUILDINGS IN REPAIR

Except as set forth in Section Eleventh, Lessee shall at all times during the term of this Lease, and at its own expense, keep all buildings and improvements situated on the premises covered by this Lease, in good order, condition and repair, ordinary wear and tear excepted, and shall at all times save and keep Lessor free and harmless from any and all damage or liability, occasioned by any act or neglect of Lessee, or any agent or employee of Lessee, or any tenant or person holding under Lessee, and shall indemnify and save harmless Lessor against and from any loss, costs, damage and expenses arising out of or in connection with the erection of any building improvement upon said premises, or out of any accident or injury to any person or damage to property, whosoever and whatever, due directly or indirectly to the use of the said premises, or any part thereof, by Lessee, or any other person or persons holding under Lessee, unless such accident, injury, or damage results from the active negligence or willful act of Lessor.

**FIFTEENTH: LESSOR MAY PAY TAXES, INSURANCE,
PREMIUMS, ETC. FOR LESSEE'S ACCOUNT**

In case of any default on the part of Lessee in the payment of any taxes, assessments, forced contributions, public charges or premiums of insurance, or the payment of any amount herein provided to be paid (other than amounts payable as rents) or in procuring insurance as herein provided, Lessor may, on behalf of Lessee, make any such payment or payments, or procure any such insurance, as Lessee covenants thereupon to reimburse and pay Lessor any

amount reasonably so paid and expended on the date on which the next installment or rent shall be payable. Any demand for rent or other payment, made on Lessee, after the same shall have become due and payable, shall have the same force and effect as though made at the time of its becoming due and payable.

SIXTEENTH:

So long as Lessee shall not be in default in the due payment of the rents herein stipulated or in the due observance or performance of any of the covenants and agreements on its part herein stipulated to be by it kept and performed, Lessee shall have full right to sell or assign this Lease to any other person, firm or corporation capable of accepting such sale or assignment; provided that no sale or assignment shall be made of less than the whole of the Lease for the whole unexpired term thereof; and provided further that, except as hereinafter stipulated in this paragraph, Lessee notwithstanding such sale or assignment, shall remain liable for the payment of the rents and other charges stipulated by this Lease and the performance and observance of all of the covenants, conditions, and stipulations herein given, expressed, and contained on the part and behalf of Lessee to be performed and observed. In the event that the purchaser or assignee expressly covenants and agrees to pay to Lessor the rents stipulated by the Lease and to accept and assume all the covenants, conditions and stipulations of the Lease and to comply with and be bound thereby, then Lessee shall thereupon be released from all liability thereafter arising under this Lease and thereafter all liability in respect thereof shall rest upon the assignee alone; provided that such sale or assignment must be evidenced by an authentic act and recorded in the proper office of record in the Parish of LaSalle and a duly certified copy thereof delivered to Lessor. Any purchaser or assignee of Lessee may, subject to the provisions hereof and upon the same terms and conditions, sell or assign the leasehold, and like subsequent assignments may be made from time to time by any one at any time holding the leasehold;

SEVENTEENTH: LESSOR TO JOIN IN APPLICATIONS FOR PERMITS, LICENSES, ETC.

Lessor agrees that within ten (10) days after the receipt of written request from Lessee it will join in any and all applications for permits, licenses, or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work or repair and/or alterations and changes or erection which Lessee may do hereunder, and will also join in such applications for electric, telephone, gas, water, sewer and other public utilities and facilities as may be reasonably necessary in the operation of the premises covered by this Lease or of the buildings and improvements that may be erected thereon, if so required by the entities providing such services.

EIGHTEENTH: LESSEE ENTITLED TO SALVAGE:

All materials and salvage resulting from any repair, alteration, change or demolition shall become and be the property of Lessee without payment of any compensation therefore to Lessor.

EIGHTEENTH (a): RIGHTS OF LESSEE NOT LIMITED BY ENUMERATION

The foregoing enumeration of rights of Lessee is not intended in anywise to limit or restrict the rights of Lessee to those in this Section specifically described, but to the contrary it is expressly recognized that Lessee shall have all of the rights and privileges granted to it in any part of this Lease or to which it would otherwise be entitled by law if not herein specifically denied.

NINETEENTH: RIGHT OF LESSEE TO MORTGAGE LEASEHOLD

Lessee may at any time and from time to time as it may see fit, subject always to the terms and conditions of this Lease, in any legal manner, mortgage or otherwise hypothecate its leasehold estate and/or its interest or rights hereunder, or any part thereof, together with its interest in any and all buildings, construction and improvements upon the premises covered by this Lease then or thereafter existing, subject always to Lessor's rights under the terms and conditions of this Lease, and providing that nothing herein contained shall be held or construed in any manner to affect, diminish, or destroy the lien and privilege of Lessor upon such building, construction or improvements for the payment of rent and the enforcement of the other stipulations of the Lease.

NINETEENTH (a): LESSOR'S LIEN SUBORDINATED

The prior right, title and interest of Lessor in and to the premises covered by this Lease and to all of Lessor's rights as set forth in this Lease are subordinate to the rights of any mortgage now or hereafter filed or recorded against the Lessee's leasehold estate arising hereunder. Lessor agrees to execute such written instruments acknowledging such subordinator as any mortgagee shall reasonable require.

NINETEENTH (b): LESSOR TO MAIL COPIES OF NOTICES TO MORTGAGEE OR TRUSTEE AND TO SUBLESSEES

If at any time after the execution and recordation in the proper office of record of LaSalle Parish, Louisiana, of any such mortgage or deed of trust, the mortgagee or trustee therein shall notice Lessor in writing that any such mortgage or deed of trust has been so given and executed by Lessee, and shall at the same time in writing designate some person or corporation as his agent and representative for the purpose of receiving copies of notices, and furnish Lessor with the address to which he desires copies of notices to be mailed, Lessor hereby agrees that it will thereafter either mail by United States registered or certified mail, postage prepaid, to the person or corporation so designated by said mortgagee or trustee, at the address so given, or serve personally on the person or an officer of the corporation so designated, a duplicate copy of any and all notices in writing which Lessor may, from time to time, give to or serve upon Lessee under and pursuant to the terms and provisions of this Lease, and unless and until such notice be so given in writing to the agent or representative of such mortgagee or trustee (notice having been given Lessor as above provided), and unless and until the expiration thereafter of the same period of grace which applicable to the notice given to Lessee, no action shall be taken by Lessor which would be prejudicial to such mortgage or deed of trust, or to the rights of the mortgagee or

trustee under such mortgage or deed of trust. Lessor further agrees that in the event that it receives notice in writing from any sublessee of Lessee that said sublessee desires copies of notice given by Lessor to Lessee pursuant to the term of this Lease, Lessor shall mail copies of such notices to such sublessee at the address shown in the copy of the notice.

NINETEENTH (c): MORTGAGEE MAY CURE DEFAULTS

Such mortgagee or Trustee may, at his option, at any time before the rights of Lessee shall have been forfeited to Lessor, pay any of the rents due hereunder or effect any insurance or pay any taxes and assessments, or make any repairs or improvements, or make any deposits, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions of this Lease, so as to prevent the forfeiture of this Lease; and all payments so made, and all things so done and performed by any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee instead of by any such mortgagee or trustee.

TWENTIETH: NO WAIVER

No waiver of any condition or covenant in this instrument contained, or of by breach thereof, shall be taken to constitute a waiver of any subsequent breach. No payment by Lessor, in case of default on the part of Lessee in that respect, of any taxes, assessments, public charges or premiums of insurance, or the payment of any amount herein provided to be paid other than rents, or in the procuring of insurance as hereinabove provided, shall constitute or be construed as a waiver of contract by Lessor of the default of Lessee in that respect.

TWENTY-THIRD: LEASE NOT AFFECTED BY DAMAGE OR DESTRUCTION OF BUILDING

No damage to or destruction of any building or buildings now or hereafter located on the premises covered by this Lease by fire or other casualty shall be taken to entitle Lessee to surrender possession of the premises covered by this Lease or to terminate this Lease, or to have an abatement of any part of the rents, the laws of the State of Louisiana to the contrary notwithstanding; and neither party hereto shall be released, by reason of the damage or destruction of any such building or buildings on the premises covered by this Lease, from the obligations created or imposed by virtue of this Lease.

TWENTY-FOURTH: SERVICE OF NOTICES

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by Lessor to Lessee shall be deemed to have been properly given if served personally on an officer of Lessee or if sent by United States registered or certified mail, postage prepaid, addressed to Lessee at 806 Seaco Court, Deer Park, Texas 77536, or such other place as Lessee may from time to time designate hereafter in a written notice to Lessor. All notices, demands and requests by Lessee to Lessor shall be deemed to have been properly given if served personally on an officer of Lessor or if

sent by United States registered or certified mail, postage prepaid, addressed to Lessor at P. O. Box 1889, Jena, Louisiana 71342, or at such other place as Lessor may from time to time hereafter designate in a written notice to Lessee.

TWENTY-FIFTH: DEFAULT CLAUSE:

(1): In case default be made by Lessee at any time in the due payment of any installment of rent or in the due payment of any other sum payable by Lessee to Lessor under the provisions hereof, and such default shall continue for a period of ninety (90) days after written demand by Lessor, or (2) if default shall be made by Lessee in the due observance and performance of any other covenant, condition, or stipulation therein agreed by Lessee to be by it observed or performed, and such default shall continue for a period of ninety (90) days after written notice by Lessor to Lessee detailing the particulars of such default and requiring it to be made good any such last mentioned default, then and in any such event described in (1) and (2) hereinabove, Lessor at any time thereafter shall have the full right, at its election, to cancel this Lease and evict Lessee whereupon this Lease shall become void and of no effect, and Lessor may enter upon, take possession, hold and retain the same premises and all buildings and improvements thereon as of its first or former estate, and this Lease shall be forfeited to Lessor, and Lessor may bring suit for and collect all the rents, taxes, assessments, charges, liens, penalties and damages in the event of any default as aforesaid without voiding this Lease; provided, however that any mortgagee of any interest under this Lease may avoid forfeiture of this Lease as herein provided by satisfying and curing, prior to the expiration of the applicable period of grace aforesaid at the termination for which the right of forfeiture may be exercised by Lessor, the default consequent whereon such right of forfeiture shall accrue.

TWENTY-SIXTH: USE OF SINGULAR OR PLURAL, MASCULINE, FEMININE OR NEUTER GENDER

Any work herein importing the singular number shall as well include the plural, and any pronoun importing gender shall as well include the masculine, feminine or neuter gender.

TWENTY-SEVENTH: LEASE IS LOUISIANA CONTRACT

This Lease is a Louisiana contract and all the terms and conditions and provisions thereof shall be governed by the laws of the State of Louisiana.

TWENTY-EIGHTH: PURPOSE OF ARTICLE CAPTIONS

It is agreed that the article captions contained in this instrument are merely inserted for the purpose of convenience in reference, and that such article captions shall be in no way construed as forming part of this Lease or in any way limiting or qualifying the provisions hereof.

TWENTY-NINTH: RIGHTS OF SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Lease shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.

THIRTIETH:

Notwithstanding anything to the contrary herein, the rights of Lessee under this Lease may be assigned, conveyed, or mortgaged.

THIRTY-FIRST:

After March 31, 2018, provided Lessee has complied with all terms and conditions of this Lease and paid lease payments due in connection herewith, Lessee has the absolute right to purchase the property that is the subject of this Lease and any improvements thereon not already owned by Lessee for the sum of \$1.00, payable herein to Lessor. Upon said payment, Lessor shall execute a Cash Deed conveying the property described herein and any improvements thereon to Lessee, in full ownership, free and clear of any claim to any other party.

THIRTY-SECOND: MINERALS

In conjunction with the signing of this Lease, the Lessor shall not reserve any right to the minerals beneath the surface of the leased premises and will convey any ownership that Lessor has in said minerals to the Lessee on a permanent basis from the commencement date of the Lease. It is specifically agreed and understood that Lessor does not warrant its ownership of the mineral or of any portion thereof, or of any fraction thereof, and will convey whatever interest that Lessor has in said minerals without warranty of any nature, type or description on a permanent basis from the commencement date of the Lease. It is further understood that Lessor does not warrant that it owns any interest in the minerals at all, and if Lessor is determined to not own any interest in the minerals, such lack of ownership in the minerals shall not be a cause or reason to set aside this agreement.

THUS DONE AND SIGNED in the City of Jena, State of Louisiana, before me, Notary,
and the undersigned competent attesting witnesses, on this the 24 day of July, 2013.

ATTEST:

LASALLE ECONOMIC DEVELOPMENT
DISTRICT

Mildred C. Powell
Mildred C. Powell
(Printed Name of Witness)

Walter E. Dorroh, Jr.
BY: WALTER E. DORROH, JR., PRESIDENT

LADAWN C. EDWARDS
LADAWN C. EDWARDS
(Printed Name of Witness)

Lenise N. McDonough
NOTARY PUBLIC

LENISE N. McDONOUGH
STATE of LOUISIANA
PARISH of LaSALLE
NOTARY PUBLIC #66694
MY COMMISSION IS FOR LIFE

009647

THUS DONE AND SIGNED in the City of Deer Park, State of Texas, before me, Notary, and the undersigned competent attesting witnesses, on this the 24th day of July, 2013.

ATTEST:

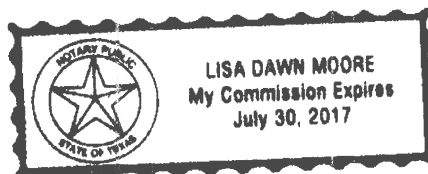
[Signature]
BRADLEY JONES
(Printed Name of Witness)

[Signature]
STEWART JONES
(Printed Name of Witness)

UPS MIDSTREAM
SERVICES, INC.

[Signature]
BY: REAGAN S. BUSBEE, Senior Vice-President
and COO

[Signature]
NOTARY PUBLIC



Signature page to Ground Lease

HOUSTON_1/1278747v.5
3134-1470 07/18/2013

LaSalle Parish Recording Page

Steve Andrews
Clerk Of Court

1050 Courthouse St
Jena, LA 71342

000796

Act

220464



220464

Received From

DORROH & KENDRICK
POB 1889
JENA, LA 71342

Vendor

INTERNATIONAL PAPER COMPANY ETAL

Vendee

PUBLIC

Kind

PARTIAL RELEASE TIMBER

Index Type: CONVEYANCES

Recording Pages: 8

CONV Book: 356 Page: 796

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for LaSalle Parish, .

On (Recorded Date): 12/28/2011

At (Recorded Time): 02:38:24 PM

| | | |
|---------------------|---|-------|
| Cover Sheet Copies: | 1 | 0.00 |
| Scan Page Count: | 7 | 85.00 |
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| Certified Copy: | | 0.00 |
| Stamp Copy: | | 0.00 |
| Plat Copy: | | 0.00 |
| Total Cost: | | 85.00 |

Steve Andrews
CLERK OF COURT
Parish of LaSalle


Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

1

This instrument was prepared by
and after recording return to:

000797

Victor P. Haley
Sutherland
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
Phone: 404/853-8000

**PARTIAL RELEASE
OF TIMBER AGREEMENTS**

THIS PARTIAL RELEASE OF TIMBER AGREEMENTS (this "Release") is made as of this 5 day of May, 2011, by and among **INTERNATIONAL PAPER COMPANY**, a New York Corporation ("IP"), **RED MOUNTAIN HARVESTING LLC**, a Delaware limited liability company ("RM Harvesting"), **RED MOUNTAIN TIMBERLANDS LLC**, a Delaware limited liability company ("Parent"), **RED MOUNTAIN TIMBERCO III LLC**, a Delaware limited liability company ("Timber LLC"), and **RMS TIMBERLANDS LLC**, a Delaware limited liability company ("RMS").

WITNESSETH:

A. On November 3, 2006 the parties hereto entered into those certain agreements described on Exhibit A attached hereto (the "Agreements") regarding the timber located on certain property in LaSalle Parish, Louisiana owned by Timber LLC (the "Property") and being more particularly described in the Agreements.

B. Included in the Property was that certain parcel of real property located in LaSalle Parish, Louisiana, containing approximately 25 acres, and being more particularly described on Exhibit B attached hereto (the "Released Tract").

C. The parties hereto desire to release the Agreements with respect to the Released Tract.

NOW, THEREFORE, in consideration of the foregoing, One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IP, RM Harvesting, Parent, Timber LLC, and RMS hereby release the Agreements insofar as they relate to the Released Tract.

This instrument is not intended to and shall not release the Agreements as to any of the Property, except for the Released Tract.

000798

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witness:

Name: [Signature]
Name: Jessica D. Duncan

Witness:

Name: [Signature]
Name: JANET HESS
Name: BRENDA CALHOUN

Witness:

Name: [Signature]
Name: JANET HESS
Name: BRENDA CALHOUN
BRENDA CALHOUN

Witness:

Name: [Signature]
Name: JANET HESS
Name: BRENDA CALHOUN

Witness:

Name: [Signature]
Name: JANET HESS
Name: BRENDA CALHOUN

INTERNATIONAL PAPER COMPANY, a
New York corporation

By: [Signature]
Name: Damien J. Bukowy
Title: Assistant Vice President

RED MOUNTAIN HARVESTING LLC, a
Delaware limited liability company

By: [Signature]
Name: THOMAS HANCOCK
Title: VICE PRESIDENT

RED MOUNTAIN TIMBERLANDS LLC, a
Delaware limited liability company

By: [Signature]
Name: THOMAS HANCOCK
Title: VICE PRESIDENT

RED MOUNTAIN TIMBERCO III LLC, a
Delaware limited liability company

By: [Signature]
Name: THOMAS HANCOCK
Title: Executive Vice President

RMS TIMBERLANDS LLC, a Delaware
limited liability company

By: [Signature]
Name: THOMAS HANCOCK
Title: Executive Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 5 day of May, 2011, before me, a Notary Public, duly commissioned in and for the aforesaid State and County personally appeared **Damien J. Bukowy**, the **Assistant Vice President** of INTERNATIONAL PAPER COMPANY, a New York corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

Witness my hand and official seal the day and year last above written.

My commission expires: **MY COMMISSION EXPIRES**
February 23, 2014

Alexis S.D. Fulton
Notary Public

Alexis S.D. Fulton

Print Name

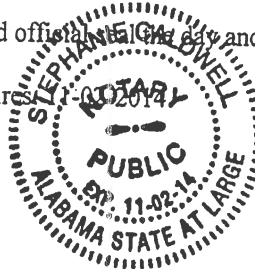


STATE OF ALABAMA
COUNTY OF SHELBY

On this 10 day of May, 2011, before me, a Notary Public, duly commissioned in and for the aforesaid State and County personally appeared **THOMAS HANCOCK**, the **VICE PRESIDENT** of RED MOUNTAIN HARVESTING LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Witness my hand and official seal the day and year last above written.

My commission expires: **NOTARY PUBLIC**
EX. 11-02-14



Stephanie Caldwell
Notary Public

Stephanie Caldwell

[NOTARIAL SEAL]

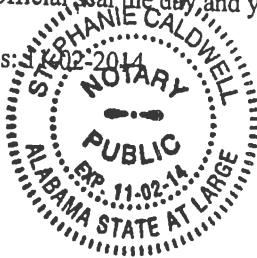
STATE OF ALABAMA
COUNTY OF SHELBY

000000

On this 10 day of May, 2011, before me, a Notary Public, duly
commissioned in and for the aforesaid State and County personally appeared
THOMAS HANCOCK, the VICE PRESIDENT of RED MOUNTAIN
TIMBERLANDS LLC, a Delaware limited liability company, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged the execution thereof to be his voluntary act and deed
on behalf of said company.

Witness my hand and official seal the day and year last above written.

My commission expires: 11-02-2014



Stephanie Caldwell
Notary Public

Stephanie Caldwell

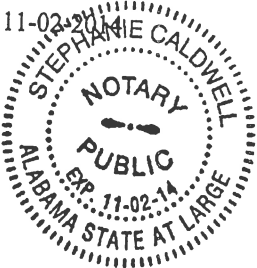
[NOTARIAL SEAL]

STATE OF ALABAMA
COUNTY OF SHELBY

On this 10 day of May, 2011, before me, a Notary Public, duly
commissioned in and for the aforesaid State and County personally appeared
THOMAS HANCOCK, the Executive Vice President of RED MOUNTAIN
TIMBERCO III LLC, a Delaware limited liability company, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged the execution thereof to be his voluntary act and deed on
behalf of said company.

Witness my hand and official seal the day and year last above written.

My commission expires: 11-02-2014



Stephanie Caldwell
Notary Public

Stephanie Caldwell

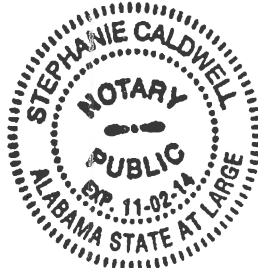
[NOTARIAL SEAL]

STATE OF ALABAMA
COUNTY OF SHELBY

On this 10 day of May, 2011, before me, a Notary Public, duly commissioned in and for the aforesaid State and County personally appeared THOMAS HANCOCK the Executive Vice President of RMS TIMBERLAND, a limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Witness my hand and official seal the day and year last above written.

My commission expires: 11-02-2014



Stephanie Caldwell
Notary Public

Stephanie Caldwell

[NOTARIAL SEAL]

EXHIBIT A

000802

AGREEMENTS

1. Master Stumpage Agreement dated November 3, 2006 by and between Red Mountain TimberCo III LLC and Red Mountain Harvesting LLC
2. Pulpwood Supply Agreement dated November 3, 2006 by and between International Paper Company and Red Mountain Harvesting LLC
3. Pulpwood Support Agreement dated as of November 3, 2006 by and between Red Mountain Timberlands LLC and Red Mountain TimberCo III LLC and International Paper Company, which agreement is evidenced of record by that certain Memorandum of Pulpwood Agreement effective as of November 3, 2006, recorded in Book 311, Page 366, File No. 203371, LaSalle Parish, Louisiana records
4. Log Supply Agreement dated November 3, 2006 by and between International Paper Company and Red Mountain Harvesting LLC
5. Log Support Agreement dated as of November 3, 2006 by and between Red Mountain Timberlands LLC and Red Mountain TimberCo III LLC and International Paper Company, which agreement is evidenced of record by that certain Memorandum of Log Agreement effective as of November 3, 2006, recorded in Book 312, Page 1, File No. 203372, LaSalle Parish, Louisiana records
6. Recognition Agreement dated as of November 3, 2006 by and between Red Mountain Timberlands LLC, Red Mountain TimberCo III LLC, Red Mountain Harvesting LLC, RMS Timberlands LLC, International Paper Company, and Metropolitan Life Insurance Company, as Collateral Agent, recorded in Book 312, Page 367, File No. 203376, LaSalle Parish, Louisiana records

EXHIBIT B
RELEASED TRACT

000803

A 25.0 ACRE, MORE OR LESS, TRACT OR PARCEL OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF HANGER ROAD A LASALLE PARISH PUBLIC ROAD AND LOUISIANA STATE HIGHWAY NO. 8, BEING SITUATED IN THE SOUTHWEST QUARTER OF NORTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER, SECTION 15; SOUTHEAST QUARTER OF NORTHEAST QUARTER AND NORTHEAST QUARTER OF SOUTHEAST QUARTER, SECTION 16, ALL LOCATED IN TOWNSHIP 8 NORTH, RANGE 3 EAST, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LASALLE PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID HANGER ROAD, A LASALLE PARISH PUBLIC ROAD, WITH THE SOUTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 8;

THENCE RUN SOUTH WITH SAID WEST RIGHT OF WAY LINE OF HANGER ROAD A DISTANCE OF 1575 FEET TO A POINT;

THENCE RUN WEST PERPENDICULAR TO SAID RIGHT OF WAY LINE OF HANGER ROAD A DISTANCE OF 1050 FEET TO A POINT;

THENCE RUN NORTH PARALLEL WITH SAID RIGHT OF WAY OF HANGER ROAD TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID LOUISIANA STATE HIGHWAY NO. 8;

THENCE RUN NORTHEAST WITH SAID SOUTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 8 TO THE POINT OF BEGINNING, CONTAINING 25.0 ACRES, MORE OR LESS.

Being a portion of the property conveyed to Red Mountain TimberCo III LLC by Sustainable Forests, L.L.C. by Act of Conveyance dated November 3, 2006 and recorded in LaSalle Parish records in Book 310, File No. 203365.