

Exhibit J.

Neame Industrial Site Property Deed Report



LOUISIANA CENTRAL
Industry & Entrepreneurship



Neame Industrial Site Property Deed Report



LED Partial Deed Abstract

Vernon Parish

TO2 - Neame Industrial Site

Assessment Number 405884924A
2.98 acres +/- in Section 10 T1S R9W
59.10 acres +/- in Section 15 T1S R9W
and
Assessment Number 0707364144A
2.62 acres in Section 22 T1S, R9W

Dates Researched: January 1976 – May 2, 2025

Current Ownership:

Ambassador Enterprise, LLC (1/3 interest)

G & C Leasing, LLC (2/3 interest)

Current Owner	Ambassador Enterprise, LLC and G & C Leasing, LLC
Parcel Numbers	0405884924A
Acreage	64.80 +/-
Location	2.98 acres +/- in Section 10 T1S R9W 59.10 acres +/- in Section 15 T1S R9W
Date Acquired	2/9/2024
Instrument Number	727003
Book/Page	1632/752
Current Owner	Ambassador Enterprise, LLC and G & C Leasing, LLC
Parcel Numbers	0707364144A
Acreage	2.62 acres +/-
Location	Section 22 T1S, R9W
Date Acquired	2/9/2024
Instrument Number	727003
Book/Page	1632/752

Instrument 1	Act of Cash Sale
Entity Acquiring Property	Ambassador Enterprise, LLC (1/3 interest) G& C Leasing, LLC (2/3 interest)
Owner of Property when Acquired	Neams, LLC
File Number - Book/ Page	727003(1632/752)
Acreage/Lot #	2.98 acres +/- in Section 10 T1S R9W 59.10 acres +/- in Section 15 T1S R9W 2.62 acres +/- in Section 22 T1S, R9W
Location	See above
Date Acquired/Recorded	2/9/2024
Notes:	Full description highlighted in Act's Exhibit A
Instrument 2	Act of Cash Sale
Entity Acquiring Property	Neams, LLC
Owner of Property when Acquired	Crown Pine Realty 4, Inc. (previously Crown Pine Timber 4, L.P. before name change)
File Number - Book/ Page	616032(1332/15)
Acreage/Lot #	2.98 acres +/- in Section 10 T1S R9W 59.10 acres +/- in Section 15 T1S R9W 2.62 acres +/- in Section 22 T1S, R9W
Location	See above
Date Acquired/Recorded	6/23/2009
Notes:	Full description highlighted in Act's Exhibit A
Instrument 3	Act of Cash Sale
Entity Acquiring Property	Crown Pine Timber 4, L.P.
Owner of Property when Acquired	Temple-Inland (TIN, Inc.)
File Number - Book/ Page	602416(1274/137)
Acreage/Lot #	2.98 acres +/- in Section 10 T1S R9W 59.10 acres +/- in Section 15 T1S R9W 2.62 acres +/- in Section 22 T1S, R9W
Location	See above
Date Acquired/Recorded	11/8/2007
Notes:	Partial Sale Copied due to size - Full description highlighted in Act's Exhibit A
Instrument 4	Right of Way
Entity Acquiring Property	Bellsouth Telecommunications, Inc.
Owner of Property when Acquired	Temple-Inland Forest Products Corporation (TIN, Inc.)
File Number - Book/ Page	570609 (1115/296)
Acreage/Lot #	See document
Location	See document
Date Acquired/Recorded	3/24/2004
Notes:	Possibly located on property

Instrument 5	Act of Exchange
Entity Acquiring Property	J. Hoke Peacock, II, et ux
Owner of Property when Acquired	Owens-Illinois, Inc.
File Number - Book/ Page	406219(580/461)
Acreage/Lot #	See Tract 1 in Document
Location	Section 10 T1S R9W
Date Acquired/Recorded	6/20/2003
Notes:	Less and except for the property located in 2.98 acres +/- in Section 10 T1S R9W
Instrument 6	Right of Way
Entity Acquiring Property	Worldcom Network Services, Inc.
Owner of Property when Acquired	Temple-Inland Forest Products Corporation (TIN, Inc.)
File Number - Book/ Page	510052(898/520)
Acreage/Lot #	See Exhibit A
Location	Sec. 15 T1S R9W
Date Acquired/Recorded	5/5/1997
Notes:	Possibly located on property/See Exhibit
Instrument 7	Cash Sale/Sell Off
Entity Acquiring Property	Southern Wood Processing, Inc.
Owner of Property when Acquired	Temple-Inland Forest Products Corporation (TIN, Inc.)
File Number - Book/ Page	492163 (824/454)
Acreage/Lot #	20 acres
Location	Section 10 T1S R9W
Date Acquired/Recorded	6/23/1995
Notes:	Less and except for the property located in 2.98 acres +/- in Section 10 T1S R9W
Instrument 8	Memo of Easement
Entity Acquiring Property	Union Pacific Resources company
Owner of Property when Acquired	Temple-Inland Forest Products Corporation (TIN, Inc.)
File Number - Book/ Page	505963 (888/192)
Acreage/Lot #	See Exhibit
Location	Section 22 T1S, R9W
Date Acquired/Recorded	11/20/1996
Notes:	Possibly located in the 2.62 acres in Section 22 T1S, R9W

Instrument 9	Deed/Sell-Off
Entity Acquiring Property	Hollenbeck Investment, Inc.
Owner of Property when Acquired	Temple-Inland Forest Products Corporation (TIN, Inc.)
File Number - Book/ Page	454084(708/374)
Acreage/Lot #	See Exhibit
Location	Section 22 T1S, R9W
Date Acquired/Recorded	8/7/2009
Notes:	Less and except for the property located in 2.62 acres in Section 22 T1S, R9W
Instrument 10	Cash Sale/Sell-Off
Entity Acquiring Property	Temple-Eastex, Inc. now Temple-Inland Forest Products Corporation (TIN, Inc.)
Owner of Property when Acquired	Owens-Illinois, Inc.
File Number - Book/ Page	435600(646/572)
Acreage/Lot #	See Exhibit
Location	Section 15 T1S R9W
Date Acquired/Recorded	10/1/1985
Notes:	Less and except for the property located 59.10 acres +/- in Section 15 T1S R9W
Instrument 11	Right of Way
Entity Acquiring Property	Beauregard Electric Cooperative, Inc.
Owner of Property when Acquired	Owen-Illinois, Inc.
File Number - Book/ Page	402320(573/596)
Acreage/Lot #	See Exhibit
Location	Section 15 T1S R9W
Date Acquired/Recorded	1/25/1983
Notes:	Possibly located in the 59.10 acres +/- in Section 15 T1S R9W
Instrument 12	Right of Way
Entity Acquiring Property	Central Louisiana Electric Company, Inc.
Owner of Property when Acquired	Owens-Illinois, Inc.
File Number - Book/ Page	353686(486/538)
Acreage/Lot #	See Exhibit
Location	Section 10 T1S R9W and Section 15 T1S R9W
Date Acquired/Recorded	10/11/1977
Notes:	Possibly located in the 2.98 acres +/- in Section 10 T1S R9W And 59.10 acres +/- in Section 15 T1S R9W

Instrument 13	Sale
Entity Acquiring Property	State of Louisiana Department of Highways
Owner of Property when Acquired	Owens-Illinois, Inc.
File Number	348871 (480/524)
Acreage/Lot #	Parcels 1-1 and 5-2
Location	Secs. 15 and 22 T1S R9W
Date Acquired/Recorded	4/26/1977
Notes:	
Instrument 14	Right of Way Servitude
Entity Acquiring Property	South Central Bell Telephone Company
Owner of Property when Acquired	Owens-Illinois, Inc.
File Number	343133 (467/672)
Acreage/Lot #	Parcels 1-1 and 5-2
Location	Possibly located on the property in Section 10 T1S R9W
Date Acquired/Recorded	9/24/1976
Notes:	

Mortgages/Liens

Mortgage Certificate	Unknown
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Maps/Plats Provided

N/A	
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Ownership Names Researched

Name	Dates Researched
Owens-Illinois, Inc.	1976-1986
Temple Eastex Incorporated	1986-1988
Temple-Inland Forest Products Corporation	1988-2007
TIN, Inc.	2005-2007
Crown Pine Timber 4, L.P.	2007-2009
Crown Pine Realty 4, Inc.	2007-2009
Neams, Inc.	2009-2024
Ambassador Enterprise, LLC	2004- Present
G & C Leasing, LLC	2004-Present

Tax Information

Parish	Vernon Parish
Tax Year	2025
Assessed Ownership	Ambassador Enterprise, LLC (1/3 interest) G& C Leasing, LLC (2/3 interest)
Assessment Number	0405884924A
Municipal Address	N/A
Parish	Vernon Parish
Tax Year	2025
Assessed Ownership	Ambassador Enterprise, LLC (1/3 interest) G& C Leasing, LLC (2/3 interest)
Assessment Number	0707364144A
Municipal Address	N/A

Vernon Parish Assessor
2025 Assessment Listing

Parcel#

0405884924A

Primary Owner

AMBASSADOR ENTERPRISE, LLC & G&C LEASING, LLC

Mailing Address

P.O. BOX 1187
LEESVILLE LA 71496

Ward

W4

Type

REAL PROPERTY

Legal

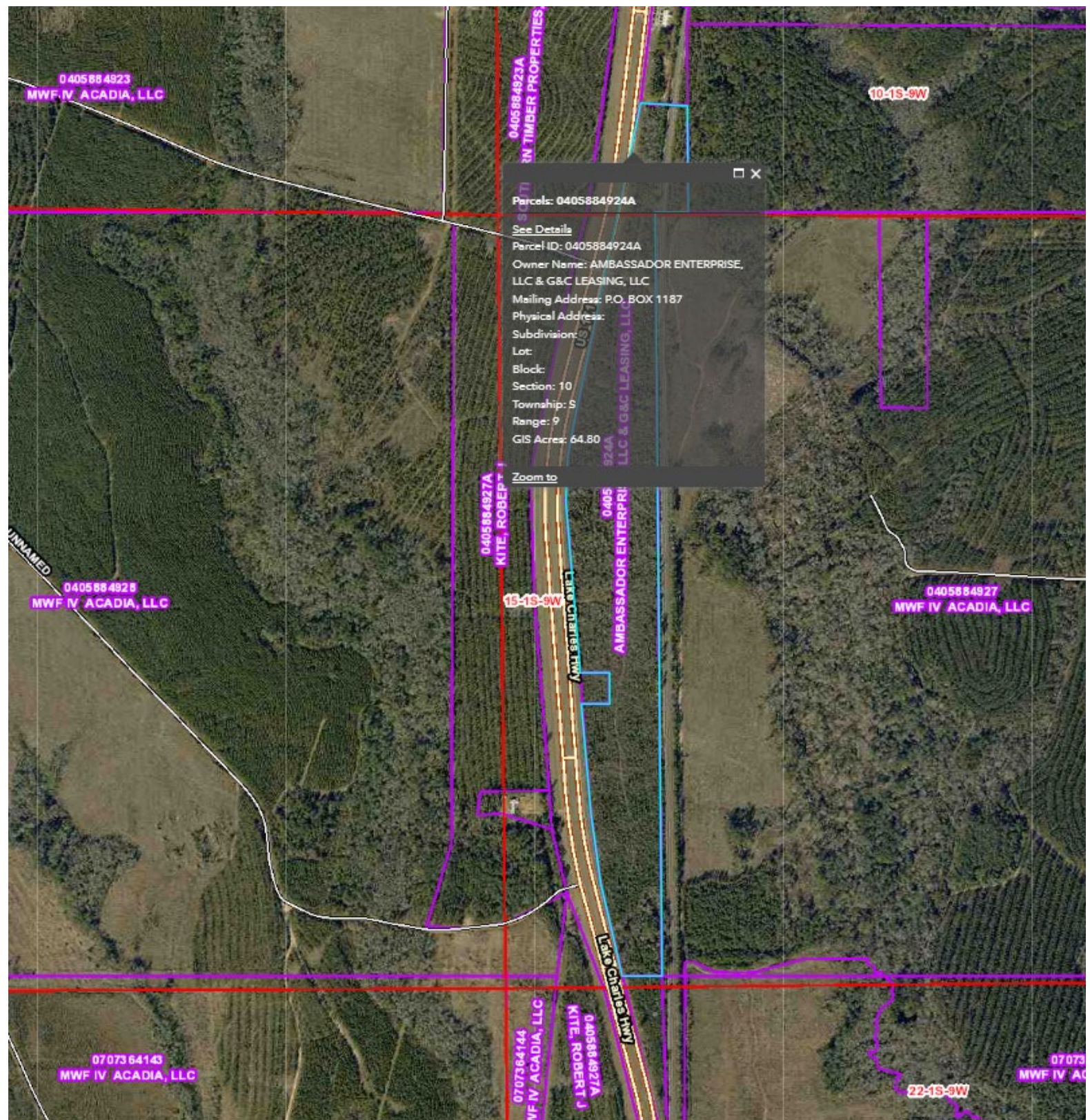
T1SR9W- SEC 10, W/2NW; CON (2.98 AC) SEE DEED FOR LEGAL
ALSO
T1SR9W- SEC 15, CON (59.10 AC) SEE DEED FOR LEGAL

B1332-P15; B1632-P752

Physical Address

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
			10	S	9	D
			15	S	9	



Vernon Parish Assessor
2025 Assessment Listing

Parcel#

0707364144A

Primary Owner

AMBASSADOR ENTERPRISE, LLC & G&C LEASING, LLC

Mailing Address

P.O. BOX 1187
LEESVILLE LA 71496

Ward

W7

Type

REAL PROPERTY

Legal

T1SR9W- SEC 22, N/2 SUBJECT TO KCS RAILWAY CO. R/W; LESS (SOLD TO DEPT OF HWY INT #348871);
LESS (SOLD B708-P374) CON (2.62 AC)

B1332-P15; B1632-P752

Physical Address

Locations

Subdivision

Block

Lot

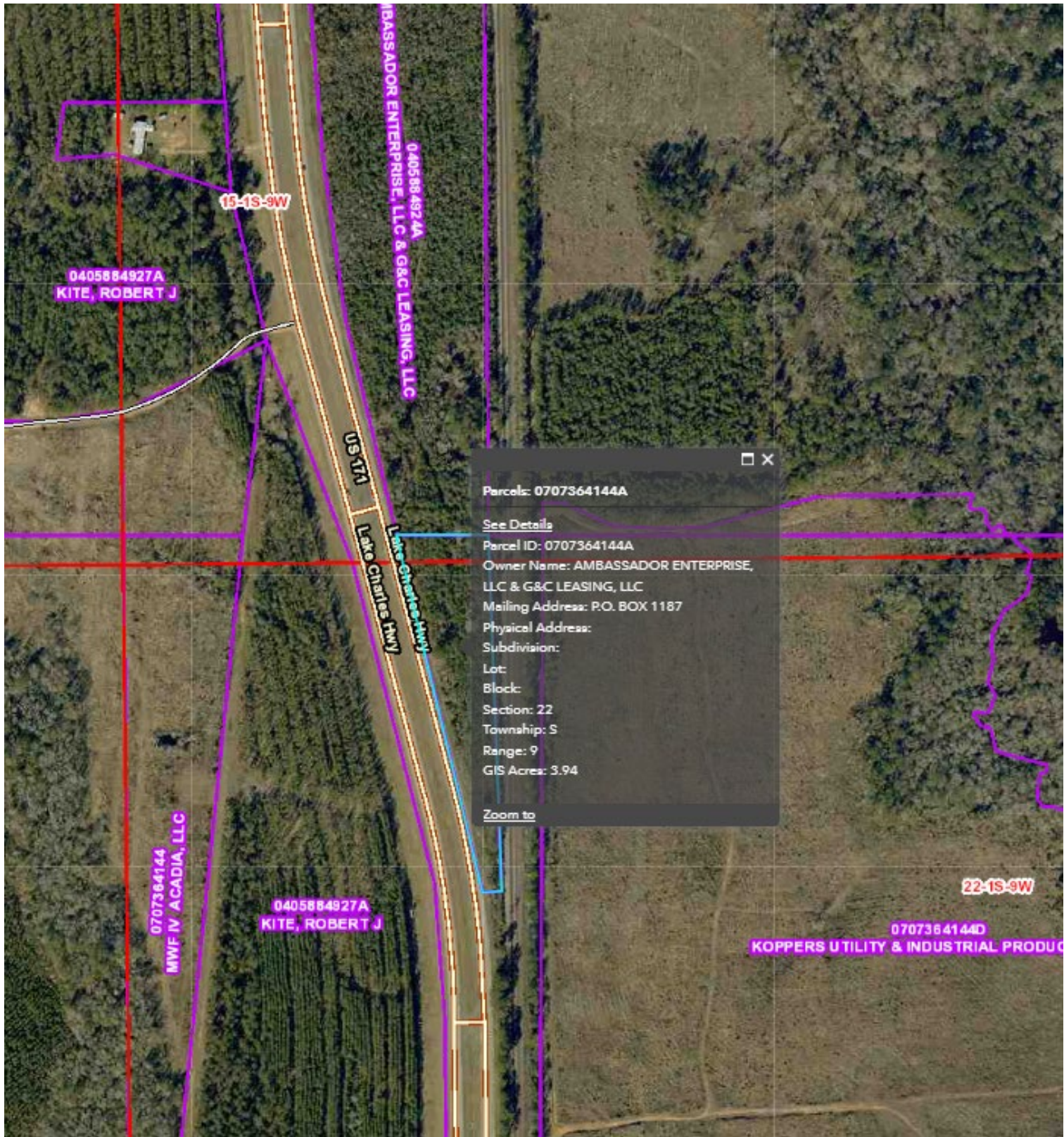
Section
22

Township
S

Range
9

Tract

Parcel 0707364144A



Vernon Parish Recording Page

Jeffery K Skidmore
Clerk of Court
Court House
215 South 4th St
Leesville, LA 71446
(337) 238-1384

Received From :
RETHINK TITLE
116 LULA ST
LEESVILLE, LA 71446

First VENDOR

NEAMS, LLC

First VENDEE

AMBASSADOR ENTERPRISE, LLC

Index Type : CONVEYANCES

Inst Number : 727003

Type of Document : DEED

Book : 1632

Page : 752

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 Vernon Parish, Louisiana.

On (Recorded Date) : 02/09/2024

At (Recorded Time) : 3:46:16PM



Doc ID - 004577190011

Caitlin Haley

Deputy Clerk

Return To : RETHINK TITLE
116 LULA ST
LEESVILLE, LA 71446

ACT OF CASH SALE

BE IT KNOWN, that before me the undersigned Notaries Public, duly commissioned and qualified, in and for the Parish/County and States, in the presence of the undersigned witnesses, personally came and appeared:

NEAMS, LLC, (TIN: XX-XXX6020) a Louisiana Limited Liability Company, domiciled in East Baton Rouge Parish, having a mailing address of 404 West Guadalupe, Victoria, Texas 77901, represented herein by its duly authorized Manager, Myra Starkey, as per Certificate of Authority attached hereto and made a part hereto.

hereafter referred to as “**SELLER(S)**”, who declared that for the price of **TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (\$275,000.00)** cash, receipt of which is acknowledged, **SELLER(S)** hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty **SELLER(S)** may have, unto:

AMBASSADOR ENTERPRISE, LLC (TIN: XX-XXX9506) a Louisiana Limited Liability Company domiciled in Vernon Parish, having a mailing address of P.O. Box 1187, Leesville, Louisiana 71496, represented herein by its duly authorized Manager, Willilam Charles Welch, as per Certificate of Authority filed of record on May 14, 2014, in the Vernon Parish Clerk of Court under Instrument No. 659665 at Book 1494, Page 324 an undivided one-thirs (1/3) interest; and

G & C LEASING, LLC (TIN: XX-XXX4329) a Louisiana Limited Liability Company domiciled in Vernon Parish, having a mailing address of 341 Lincoln Drive, Leesville, Louisiana 71446, represented herein by its duly authorized Manager, William Charles Welch, as per Certificate of Authority filed of record on September 4, 2021, in the Vernon Parish Clerk of Court under Instrument No. 712226 at Book 1599, Page 604, an undivided two-third (2/3) interest.

hereafter referred to as “**PURCHASER(S)**”, the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which **PURCHASER(S)** acknowledge:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT “A”

SUBJECT TO THE PERMITTED ENCUMBRANCES AS SHOWN ON EXHBIT “B”


VENDOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND EXCEPT FROM THIS TRANSFER, ALL OF THE OIL, GAS AND ASSOCIATED HYDROCARBONS IN, UNDER AND WHICH MAY BE PRODUCED FROM THE PROPERTY HEREIN CONVEYED, IT BEING UNDERSTOOD, HOWEVER THAT SELLER, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO PRODUCED OIL, GAS AND ASSOCIATED HYDROCARBONS IN, UNDER AND FROM THE PROPERTY HEREIN CONVEYED BY THE USE OF DIRECTIONAL DRILLING METHODS ONLY, AND THUS HEREBY WAIVE SURFACE RIGHTS

PURCHASER(S) agrees and stipulates that the property, including the improvements located thereon, is conveyed and sold “as-is, where is” without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Purchaser expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render is useless or render is to use so inconvenient or imperfect that

Property is sold, conveyed and accepted subject to any and all servitudes, easements, restrictions, covenants, conditions, and any lease, grant, exception or reservation of mineral or mineral rights, if any, appearing in the public records of said parish and state. Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the purchaser by the undersigned notary public, attorney, title company, or settlement agent and the purchaser expressly rejects the necessity of the same and agrees to release and relieve the notary public, attorney, title company and settlement agent from any responsibility and liability in connection therewith.

All taxes assessed against the property for the calendar year 2023 have been paid. The effective date of this sale shall be February 9, 2024 and taxes for the year 2024 will be prorated between SELLER(S) and BUYER(S) and be paid by the BUYER.

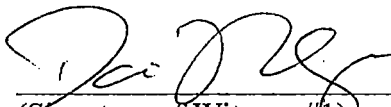
THUS DONE AND PASSED in Victoria Texas, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, on this the 5th day of February, 2024 after due reading of the whole.

 **LYNNETTE D CLAWSON**
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06/04/26
NOTARY ID 12429572-5

THUS DONE AND PASSED in Leesville, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, on this the 9th day of February, 2024 after due reading of the whole.

WITNESSES:


AMBASSADOR ENTERPRISE, LLC


(Signature of Witness #1)


BY: WILLIAM CHARLES WELCH, MANAGER

Darrin Magee
(Printed Name of Witness #1)

G & C LEASING, LLC


(Signature of Witness #2)
Karlie Morrison


BY: WILLIAM CHARLES WELCH, MANAGER


NOTARY PUBLIC

TITLE INSURANCE PRODUCER:
RETHINK TITLE CO., L.L.C.
116 EAST LULA STREET
LEESVILLE, LA 71446
LICENSE # 703958

TITLE INSURANCE UNDERWRITER:
FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA

ATTORNEY WHO RENDERED TITLE OPINION:
ALVIN C. DOWDEN, JR.
BAR ROLL # 16892

**Reference to the above does not impose title insurance coverage nor create a lawyer-client relationship for any party to this act. All as per 22:513.1

NEAMS, LLC
a Louisiana limited liability company

**UNANIMOUS WRITTEN CONSENT OF THE
MEMBERS IN LIEU OF SPECIAL MEETING**

FEBRUARY 1, 2024

The undersigned, being all of the members (the "*Members*") of Neams, LLC, a Louisiana limited liability company (the "*Company*"), pursuant to the provisions of the Louisiana Revised Statutes and the Operating Agreement of the Company, do hereby waive notice of any meeting and vote for, adopt, approve and consent to the following resolutions and the actions contemplated hereby, it being their understanding and intention that the execution of this written consent is in lieu of the holding of a meeting of the Members of the Company.

Appointment of Manager

WHEREAS, the Operating Agreement of the Company initially named Miles Randall Mitchem and Jean Lafitte Spiller, Jr. as Managers of the Company; and

WHEREAS, Myra Starkey has acted as Manager as a result of the death of Miles Randall Mitchem and the inability of Jean Lafitte Spiller, Jr. to serve as Managers; and

WHEREAS, the Members desire to ratify, approve and appoint Myra Starkey as the sole Manager of the Company.

RESOLVED, that Myra Starkey is hereby appointed as the sole Manager of the Company and all previous acts of Myra Starkey acting as the sole Manager are hereby ratified, approved and confirmed in all respects.

Act of Cash Sale

WHEREAS, the Manager and Members have been presented with the Act of Cash Sale (the "*Act*"), by and among the Company, as Seller, Ambassador Enterprise, LLC and G & C Leasing, LLC, collectively as Purchaser, pursuant to which Purchaser will purchase the real property owned by the Company described in the Act; and

WHEREAS, the Manager and Members believe that the approval of the Act, all ancillary documents thereto, and the transactions contemplated thereby would be in the best interests of the Company.

NOW, THEREFORE, BE IT:

RESOLVED, that the Act and the transaction documents related thereto, and all of the terms, conditions and provisions thereof and the transactions contemplated thereby be, and the same hereby are, in all respects, approved and adopted by the Members; that Myra Starkey, as sole Manager of the Company, for and on behalf of and in the name of the Company, is hereby authorized to execute and deliver the same substantially in the form heretofore presented to be effective as of such date and time and with such revisions thereto as Myra Starkey executing the same may approve, such approval to be conclusively evidenced by her execution thereof; and further

RESOLVED, that Myra Starkey is hereby authorized and empowered to take all such action as may be deemed necessary, desirable or appropriate in order to carry out the terms and provisions of the Act and the transaction documents related thereto and the taking of any such action shall be conclusive evidence of her authority hereunder to so act; and further

RESOLVED, that all lawful actions by Myra Starkey taken and performed up to the date hereof and with respect to the preparation, execution and delivery of the aforementioned documents, agreements, certificates or other instruments, and all other actions taken in connection with the transactions referred to by these resolutions, be and they hereby are, in all respects, ratified, approved and confirmed; and further

General Enabling Resolutions

RESOLVED, that Myra Starkey be, and hereby is, authorized, empowered and directed, for and on behalf of the Company and in its name, to take, or cause to be taken, any and all such actions (including, without limitation, the execution and delivery of notices, certificates and other instruments) as Myra Starkey may deem necessary, appropriate or convenient to carry out the foregoing resolutions and consummate the transactions contemplated thereby; and further

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the officers of the Company to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and finally

RESOLVED, that in connection with the transactions contemplated by these resolutions, Myra Starkey is authorized, empowered and directed, for, in the name of and on behalf of the Company or otherwise, to certify more formal or detailed resolutions as Myra Starkey deems necessary, desirable or advisable to

effectuate the intent and purposes of these resolutions, and Myra Starkey is authorized, empowered and directed, for, in the name of and on behalf of the Company, to attach such resolutions to these resolutions and thereupon such resolutions shall be deemed the resolutions of the Members as if set forth at length in these resolutions.

MEMBERS:

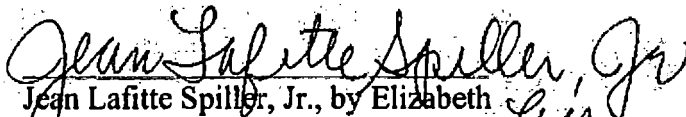
Mitchem Family Properties, Ltd.

By: Mitchem Family Properties Management, LLC,
its general partner

By: _____

Name: Myra Starkey

Title: Manager


Jean Lafitte Spiller, Jr., by Elizabeth
McLaughlin, as Agent and Attorney
in Fact

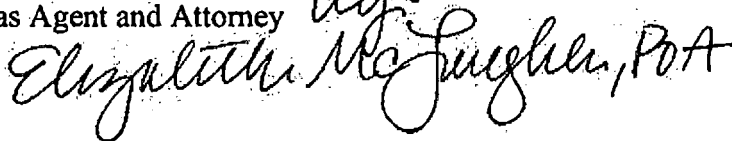

Elizabeth McLaughlin, POA

EXHIBIT "A"

A CERTAIN PIECE OR PARCEL OF LAND SITUATED IN VERNON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOWNSHIP 1 SOUTH, RANGE 9 WEST

BEING ONLY THAT PORTION OF LAND LYING EAST OF THE HIGHWAY 171 EAST RIGHT OF WAY AND WEST OF THE KCS SOUTHERN RAILWAY CO. WEST RIGHT OF WAY BEING FURTHER DESCRIBED AS FOLLOWS:

SECTION 10: WEST HALF OF NORTHWEST QUARTER (W2 OF NW1/4) LYING WEST OF KCS SOUTHERN RAILWAY CO.;

THAT PART OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY;

AND THAT PART OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY AND APPROXIMATELY 3 ACRES IN SW1/4 OF SW1/4 LYING BETWEEN KCS RAILWAY CO. RIGHT OF WAY AND HIGHWAY 171;

LESS & EXCEPT: 15.79 ACRES IN WEST HALF (W/2) SOLD TO PEACOCK IN CONV. BOOK 580 PAGE 461

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610

LESS LAND SOLD TO STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS BY INSTRUMENT DATED APRIL 11, 1977, AND FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B 480 AT PAGE 524.

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 824, PAGE 454.

SECTION 15: ENTIRE SECTION SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY,

LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524 AND **LESS AND EXCEPT** A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4), SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), SECTION 15, TOWNSHIP 1 SOUTH, RANGE 9 WEST, LOUISIANA MERIDIAN, VERNON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THIRTY FEET (30') WEST OF THE EXISTING SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 OF NE/4) OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 9 WEST; THENCE NORTHEASTERLY ALONG CENTERLINE OF EXISTING UNITED GAS PIPELINE RIGHT OF WAY A DISTANCE OF 3,875 FEET TO A POINT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AT WHICH POINT SAID PIPELINE TURNS LEFT 5 DEGREES 46 MINUTES; THENCE NORTH 87 DEGREES 23 MINUTES EAST 223.7 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 165 FEET TO A POINT; THENCE NORTH 84 DEGREES 12 MINUTES EAST A DISTANCE OF 396 FEET TO A POINT;

THENCE EAST 231 FEET TO A POINT IN THE WEST RIGHT OF WAY BOUNDARY OF U.S. HIGHWAY 71;

THENCE SOUTH 40 FEET TO A POINT;

Page 1 of 2



THENCE WEST 231 FEET TO A POINT;

THENCE SOUTH A DISTANCE OF 175 FEET TO A POINT;

THENCE SOUTH 84 DEGREES 12 MINUTES WEST A DISTANCE OF 396 FEET TO A POINT;

THENCE NORTH A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, DESCRIBED PARCEL CONTAINING 2.167 ACRES OF LAND, MORE OR LESS FROM CONVEYANCE BOOK 646, PAGE 572.

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610.

SECTION 22: NORTH HALF (N/2) SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY;

LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 708, PAGE 374.

EXHIBIT B

Permitted Encumbrances

1. Easements, servitudes, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments, or any other facts that a current and accurate survey of the Property would disclose.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the Property or by making inquiry of persons in possession thereof
3. Easements, servitudes or encumbrances, or claims thereof which are not shown by the public record.
4. All ad valorem property or other taxes (other than income taxes) not yet due and payable in respect to the Property for the current tax period and all subsequent tax periods, and all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, including any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable state laws.
5. Liens for taxes not yet due and payable.
6. The Property are hereby conveyed "as is" by the tract and not by the acre. The acreage, the boundary lines and corners are not being guaranteed by Seller. No guarantee is given as to the acreage or square footage contained in the Property.
7. Rights of the public and others entitled thereto, if any, in and to the use of that part of the Property within the bounds of any street, road, highway, or public thoroughfare.
8. To the extent a tract included in the Property 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;
 - (ii) the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, 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 bottomland 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 or any other land that may lie within the bounds of navigable rivers as established by law.
9. Building, use, or zoning restrictions general to the area; all planning, zoning, health, and other governmental regulations, if any, affecting the Property.
10. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, conduits and appurtenances thereto, on, under, above or across the Property.

11. Railroad tracks and related facilities, if any (whether owned in fee or by easement), 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.
12. All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Property.
13. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.
14. All contracts, licenses or leases disclosed by Seller in writing to Buyer prior to the date hereof, whether or not filed of record.
15. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders which are of general application and conservation easements.
16. Any lack of access to all or any part of the Property.
17. Restrictions on the ability of Seller to build upon, or use for any purpose other than growing or harvesting timber, the Property imposed by any current or future development standards of any governmental authority, building or zoning ordinances or any other law.
18. The mineral reservation, the mineral rights reservation, the water royalty reservation, the restrictions, the Permitted Exceptions and all of the other terms and provisions set forth in that one certain Special Warranty Deed dated October 28, 2007 from TIN Inc., d/b/a Temple-Inland, to Crown Pine Realty 4, Inc. which is of record under Instrument Number 602416, of the Official Public Records of Vernon Parish, Louisiana.
19. Except for and excluding subparagraphs (1) through (o), inclusive, the Existing Encumbrances and all of the other terms and provisions set forth in that one certain Act of Cash Sale dated January 29, 2009 from Crown Pine Timber 4, L.P. to Crown Pine Realty 4, Inc. which is of record under Instrument Number 612673, Conveyance Book 1318, Page 571, et seq., of the Official Public Records of Vernon Parish, Louisiana. Any recreational Lease will be canceled prior to, or as the Closing date, insofar as it extends to, and covers, the Property.
20. Such other matters disclosed on the Commitment for Title Insurance and/or title insurance policy issued to Buyer in connection with the purchase of the Property.

616032

ACT OF CASH SALE

BEFORE the undersigned Notaries Public for the County/Parish set forth below, and in the presence of the respective undersigned competent witnesses, on the dates set forth below, personally came and appeared:

FILED
2009 JUN 23 AM 9 24
Notary Public
VERNON PARISH, LA.

CROWN PINE REALTY 4, INC., a Delaware corporation ("SELLER"), appearing herein through John S. Gilleland, its President, with mailing address c/o The Campbell Group, LLC, One SW Columbia, Suite 1700, Portland, OR 97258,

who declared that for the price of **ONE HUNDRED SEVENTY SIX THOUSAND AND 00/100 (\$176,000.00) DOLLARS**, cash, receipt of which is hereby acknowledged, Seller hereby sells and delivers without any warranty whatsoever, even for the return of the purchase price, but with substitution and subrogation to all rights and actions of warranty Seller may have against previous owners, and subject to the exceptions and reservations hereinafter provided, unto:

NEAMS, LLC, a Louisiana limited liability company ("BUYER"), with mailing address of 147 Pelican Point Road, Lake Charles, LA 70607,

immovable property located in Vernon Parish, Louisiana, together with all corporeal and incorporeal real rights and component parts, if any, and being more particularly described on Exhibit A attached hereto and made a part hereof, the possession and delivery of which is acknowledged by BUYER (the "Property")

Taxes for the year 2009 have been prorated between SELLER and BUYER and will be paid by BUYER. Payment of taxes for the year 2009 and thereafter shall be the responsibility of BUYER.

All parties signing this instrument have declared themselves to be of full capacity and are authorized to enter this transaction.

This transfer and conveyance is made and accepted subject to and there are hereby excepted from the warranty hereinabove set forth, all matters set forth on Exhibit B attached hereto and made a part hereof ("Permitted Encumbrances").

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the BUYER, its successors and assigns, shall have and hold the Property in full ownership forever, subject to the Permitted Encumbrances.

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BUYER acknowledges and agrees that the Property is being sold as is, where is, with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. BUYER acknowledges and agrees that SELLER has made no representation, warranty or guaranty, express or implied, oral or written, past, present or future, of, as to, or including: (i) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (ii) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (iii) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water; (iv) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (v) the development potential of the Property, its habitability, merchantability, or the fitness, suitability or adequacy of the Property for any particular purpose; (vi) the zoning or other legal status of the Property; (vii) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; and (viii) the condition of title and the nature, status and extent of any servitude, permit, right-of-way, or lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, and any other matter affecting title.

BUYER hereby acknowledges and declares reliance solely on its own title examination and inspection and evaluation of the Property and not on any warranties or representations, express or implied, from SELLER. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to merchantability of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by SELLER and are hereby expressly waived by BUYER.

BUYER hereby expressly waives and renounces any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2475, and its ability to rescind the sale of the Property pursuant to Louisiana Civil Code Article 2494 or for any reason whatsoever, and BUYER hereby releases SELLER from any and all liability whatsoever in connection therewith.

BUYER acknowledges and agrees that BUYER has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by BUYER, and BUYER hereby accepts the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of title, fitness and the condition of the Property has been taken into consideration and is reflected in the Purchase Price.

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BUYER HEREBY ACKNOWLEDGES THAT: (i) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF BUYER, (ii) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY BUYER, (iii) THE AGREEMENT OF BUYER WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN SELLER AND BUYER, WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SELLER, AND (iv) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

[Signatures on Pages Following]

1623733-1

017

THUS DONE AND SIGNED at Portland, Oregon, Multnomah County, on this 21st day of May, 2009, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the undersigned parties and me, Notary Public, after due reading of the whole.

WITNESSES:

SELLER:

CROWN PINE REALTY 4, INC.

A Delaware corporation

Karen J. Larson

Printed Name: Karen J. Larson

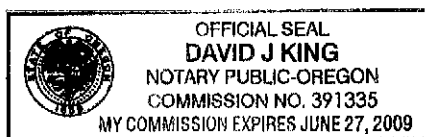
John S. Gilleland

By: John S. Gilleland

Its: President

Betty L. Gill

Printed Name: Betty L. Gill



David J. King

NOTARY PUBLIC

Printed Name of Notary: DAVID J. KING

Notary or Bar Roll No.: 391335

My Commission Expires: 6-27-2009

1623733-1

018

THUS DONE AND SIGNED at DeRidder, Beauregard Parish Louisiana, on this 22nd day of June, 2009 in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the undersigned parties and me, Notary Public, after due reading of the whole.

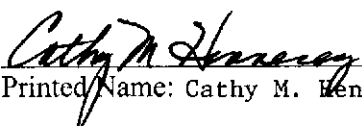
WITNESSES:

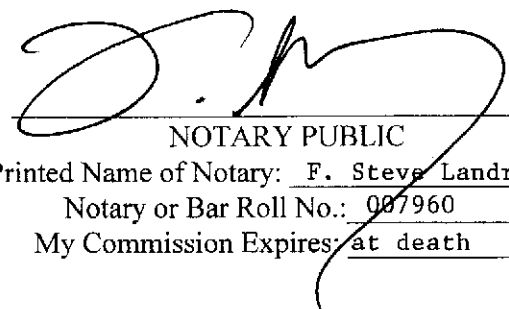
BUYER:

NEAMS, LLC


Printed Name: LeAnne Digby


By: Miles Randall Mitchem
Its: Manager


Printed Name: Cathy M. Hennessey


NOTARY PUBLIC
Printed Name of Notary: F. Steve Landreneau
Notary or Bar Roll No.: 007960
My Commission Expires: at death

1623733-1

019

SCHEDULE A
Exhibit "A"

STATE:	LA
COUNTY:	Vernon
Tract:	Ver-7
LATS:	17115 T01SR09W 13, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 33, 36
Compartment No.:	4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4111, 4112, 4113, 4114, 4115, 4116, 4117, 4118, 4119, 4120, 4121, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4135, 4136, 4137, 4138, 4139, 4140, 4141, 4142, 4143, 4144, 4145, 4146, 4147, 4148, 4149, 4150, 4151, 4152, 4153, 4154, 4155, 4156, 4157, 4158, 4159, 4160, 4161, 4162, 4163, 4164, 4165, 4166, 4167, 4168, 4169, 4170, 4171, 4172, 4173, 4174, 4175, 4176, 4177, 4178, 4179, 4180, 4181, 4182, 4183, 4184, 4185, 4186, 4187, 4188, 4189, 4190, 4191, 4192, 4193, 4194, 4195, 4196, 4197, 4198, 4199, 4200, 4201, 4202, 4203, 4204, 4205, 4206, 4207
Tax No.:	Parcel: 0405884916 0707364140
	0405884918 0707364141
	0405884919 0707364142
	0405884920 0707364143
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	0405884923 0707364146
	0405884924 0707364147
	0405884925 0707364148
	0405884926 0707364149
	0405884927 0707364150
	0405884928 0707364151
	0405884929 0707364152
	0405884930
Fee	Leasehold

TOWNSHIP 1 SOUTH, RANGE 9 WEST

Being only that portion of land lying East of the Highway 171 East Right of Way and West of the KCS Southern Railway Co. West Right of Way being further described as follows:

SECTION 10: WEST HALF OF NORTHWEST QUARTER (W/2 OF NW/4) LYING WEST OF KCS SOUTHERN RAILWAY CO.;

THAT PART OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY;

AND THAT PART OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY AND APPROXIMATELY 3 ACRES IN SW ¼ OF SW ¼ LYING BETWEEN KCS RAILWAY CO. RIGHT OF WAY AND HIGHWAY 171;

LESS & EXCEPT: 15.79 ACRES IN WEST HALF (W/2) SOLD TO PEACOCK IN CONV. BOOK 580 PAGE 461 (See attached Exhibit A-64)

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610 (See attached Exhibit AA-61)

LESS LAND SOLD TO STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS BY INSTRUMENT DATED APRIL 11, 1977, AND FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524. (See attached Exhibit A-61)

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 824, PAGE 454. (See attached Exhibit A-62)

SECTION 15: ENTIRE SECTION SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY,
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524, (See attached Exhibit A-61)
 AND LESS AND EXCEPT A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4), SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), SECTION 15, TOWNSHIP 1 SOUTH, RANGE 9 WEST, LOUISIANA MERIDIAN, VERNON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING THIRTY FEET (30') WEST OF THE EXISTING SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 OF NE/4) OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 9 WEST; THENCE NORTHEASTERLY ALONG CENTERLINE OF EXISTING UNITED GAS PIPELINE RIGHT OF WAY A DISTANCE OF 3,875 FEET TO A POINT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AT WHICH POINT SAID PIPELINE TURNS LEFT 5 DEGREES 45 MINUTES; THENCE NORTH 87 DEGREES 23 MINUTES EAST 223.7 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 165 FEET TO A POINT; THENCE NORTH 84 DEGREES 12 MINUTES EAST A DISTANCE OF 396 FEET TO A POINT; THENCE EAST 231 FEET TO A POINT IN THE WEST RIGHT OF WAY BOUNDARY OF U. S. HIGHWAY 71; THENCE SOUTH 40 FEET TO A POINT; THENCE WEST 231 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 175 FEET TO A POINT; THENCE SOUTH 84 DEGREES 12 MINUTES WEST A DISTANCE OF 396 FEET TO A POINT; THENCE NORTH A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, DESCRIBED PARCEL CONTAINING 2.167 ACRES OF LAND, MORE OR LESS FROM CONVEYANCE BOOK 646, PAGE 572.

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610. (See attached Exhibit AA-61)

SECTION 22: NORTH HALF (N/2) SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY;
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524 (See attached Exhibit A-61)

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 708, PAGE 374. (See attached Exhibit A-66)

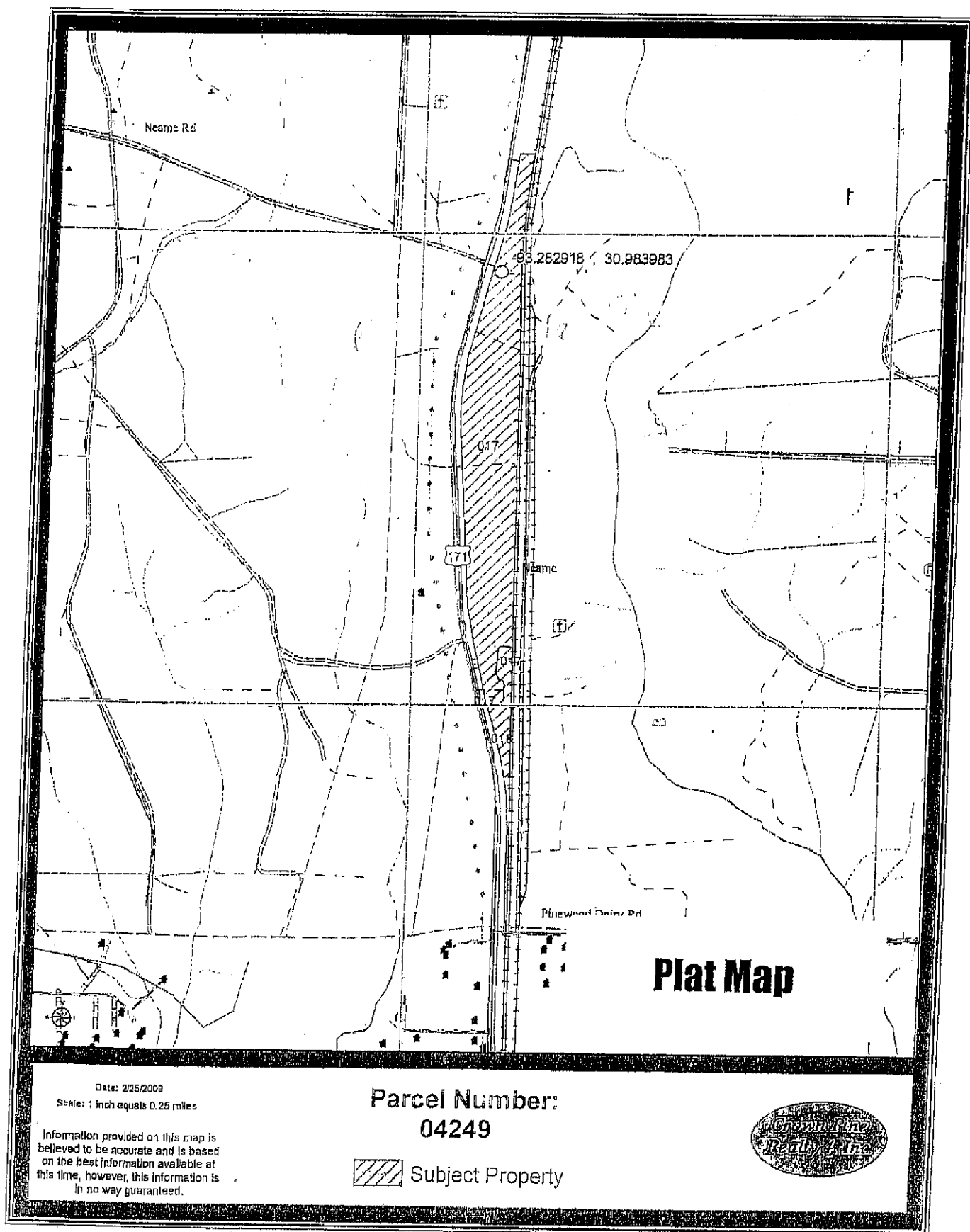


EXHIBIT B

Permitted Encumbrances

1. Easements, servitudes, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments, or any other facts that a current and accurate survey of the Property would disclose.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the Property or by making inquiry of persons in possession thereof.
3. Easements, servitudes or encumbrances, or claims thereof, which are not shown by the public record.
4. All ad valorem property or other taxes (other than income taxes) not yet due and payable in respect to the Property for the current tax period and all subsequent tax periods, and all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, including any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable state laws.
5. Liens for taxes not yet due and payable.
6. The Property are hereby conveyed "as is" by the tract and not by the acre. The acreage, the boundary lines and corners are not being guaranteed by Seller. No guarantee is given as to the acreage or square footage contained in the Property.
7. Rights of the public and others entitled thereto, if any, in and to the use of that part of the Property within the bounds of any street, road, highway, or public thoroughfare.
8. To the extent a tract included in the Property 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;
 - (ii) the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes.

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(iii) any claim of lack of title to the Property formerly or presently comprising the shores or bottomland 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 or any other land that may lie within the bounds of navigable rivers as established by law.

9. Building, use, or zoning restrictions general to the area; all planning, zoning, health, and other governmental regulations, if any, affecting the Property.
10. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, conduits and appurtenances thereto, on, under, above or across the Property.
11. Railroad tracks and related facilities, if any (whether owned in fee or by easement), 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.
12. All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Property.
13. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.
14. All contracts, licenses or leases disclosed by Seller in writing to Buyer prior to the date hereof, whether or not filed of record.
15. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders which are of general application and conservation easements.
16. Any lack of access to all or any part of the Property.
17. Restrictions on the ability of Seller to build upon, or use for any purpose other than growing or harvesting timber, the Property imposed by any current or future development standards of any governmental authority, building or zoning ordinances or any other law.
18. The mineral reservation, the mineral rights reservation, the water royalty reservation, the restrictions, the Permitted Exceptions and all of the other terms and provisions set forth in that one certain Special Warranty Deed dated October 28, 2007 from TIN Inc., d/b/a Temple-Inland, to

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Crown Pine Timber 4, L.P. which is of record under Instrument Number 602416, of the Official Public Records of Vernon Parish, Louisiana.

19. Except for and excluding subparagraphs (l) through (o), inclusive, the Existing Encumbrances and all of the other terms and provisions set forth in that one certain Act of Cash Sale dated January 29, 2009 from Crown Pine Timber 4, L.P. to Crown Pine Realty 4, Inc. which is of record under Instrument Number 612673, Conveyance Book 1318, Page 571, et seq., of the Official Public Records of Vernon Parish, Louisiana. Any recreational Lease will be canceled prior to, or as of, the Closing date, insofar as it extends to, and covers, the Property.

20. Such other matters disclosed on the Commitment for Title Insurance and/or title insurance policy issued to Buyer in connection with the purchase of the Property.

1623733-1

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CERTIFICATE OF CROWN PINE REALTY 4, INC.

The undersigned, being Manager and President of Crown Pine Realty 4, Inc., does hereby certify that:

1.

Crown Pine Realty 4, Inc. is a corporation duly organized and existing under the laws of the State of Delaware and is duly authorized to transact business in the State of Louisiana.

2.

John S. Gilleland is the Manager and President of Crown Pine Realty 4, Inc.

3.

John S. Gilleland, as the Manager and President of Crown Pine Realty 4, Inc., is authorized to, and has authorized, Crown Pine Realty 4, Inc.'s sale to Dr. Miles R. Mitchem of 70 acres, more or less, situated in Vernon Parish, Louisiana, which said tract of land is more particularly described on the Exhibit "A" attached hereto, incorporated herein by reference and made a part hereof for all purposes the same as if copied herein verbatim (the "Property"), in consideration for the agreed upon purchase price of \$176,000.00. The sale of the Property shall be accomplished pursuant to the terms and provisions of an

1621601-1

0/6

Agreement of Sale by and between Crown Pine Realty 4, Inc., as Seller, and Dr. Miles R. Mitchem, as Buyer, dated May 4, 2009.

4.

John S. Gilleland, as the Manager and President of Crown Pine Realty 4, Inc., is authorized, on behalf of Crown Pine Realty 4, Inc., to execute any and all documents necessary for Crown Pine Realty 4, Inc.'s sale of the Property to Dr. Miles R. Mitchem.

5.

Crown Pine Realty 4, Inc. further certifies that any person or entity dealing with Crown Pine Realty 4, Inc., including, but not limited to, Dr. Miles R. Mitchem, may rely upon this certification evidencing that John S. Gilleland, the Manager and President of Crown Pine Realty 4 Inc., has authorized this transaction and that John S. Gilleland, as the Manager and President of Crown Pine Realty 4, Inc., is authorized to execute all documents in connection with the consummation of this transaction.

[Signature Page to Follow]

1621601-1

- 2 -

027

EXECUTED this 21st day of May, 2009.

CROWN PINE REALTY 4, INC.,
a Delaware corporation

By: 

Name: John S. Gilleland

Title: Manager and President

1621601-1

028

SCHEDULE A
Exhibit "A"

STATE:	LA
COUNTY:	Vernon
Tract:	Ver-7
LATS:	17115 T01SR09W 13, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 33, 36
Compartment No.:	4183, 4186, 4197, 4194, 4189, 4192, 4195, 4199, 4188, 4181, 4182, 4186, 4187, 4230, 4243, 4245, 4246, 4201, 4200, 4247, 4237, 4238, 4239, 4240, 4255, 4256, 4253, 4170, 4254, 4160, 4175, 4169, 4173, 4174, 4252, 4202, 4203, 4265, 4264, 4266, 4267
Tax No.:	Parcel: 0405884916 0707364140 0405884918 0707364141 0405884919 0707364142 0405884920 0707364143 0405884921 0707364144 0405884922 0707364145 0405884923 0707364146 0405884924 0707364147 0405884925 0707364148 0405884926 0707364149 0405884927 0707364150 0405884928 0707364151 0405884929 0707364152 0405884930
Fee	<input checked="" type="checkbox"/> Leasehold

TOWNSHIP 1 SOUTH, RANGE 9 WEST

Being only that portion of land lying East of the Highway 171 East Right of Way and West of the KCS Southern Railway Co. West Right of Way being further described as follows:

SECTION 10: WEST HALF OF NORTHWEST QUARTER (W/2 OF NW/4) LYING WEST OF KCS SOUTHERN RAILWAY CO.;

THAT PART OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY;

AND THAT PART OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY AND APPROXIMATELY 3 ACRES IN SW ¼ OF SW ¼ LYING BETWEEN KCS RAILWAY CO. RIGHT OF WAY AND HIGHWAY 171;

LESS & EXCEPT: 15.79 ACRES IN WEST HALF (W/2) SOLD TO PEACOCK IN CONV. BOOK 580 PAGE 461 (See attached Exhibit A-64)

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610 (See attached Exhibit AA-61)

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LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 824, PAGE 464. (See attached Exhibit A-62)

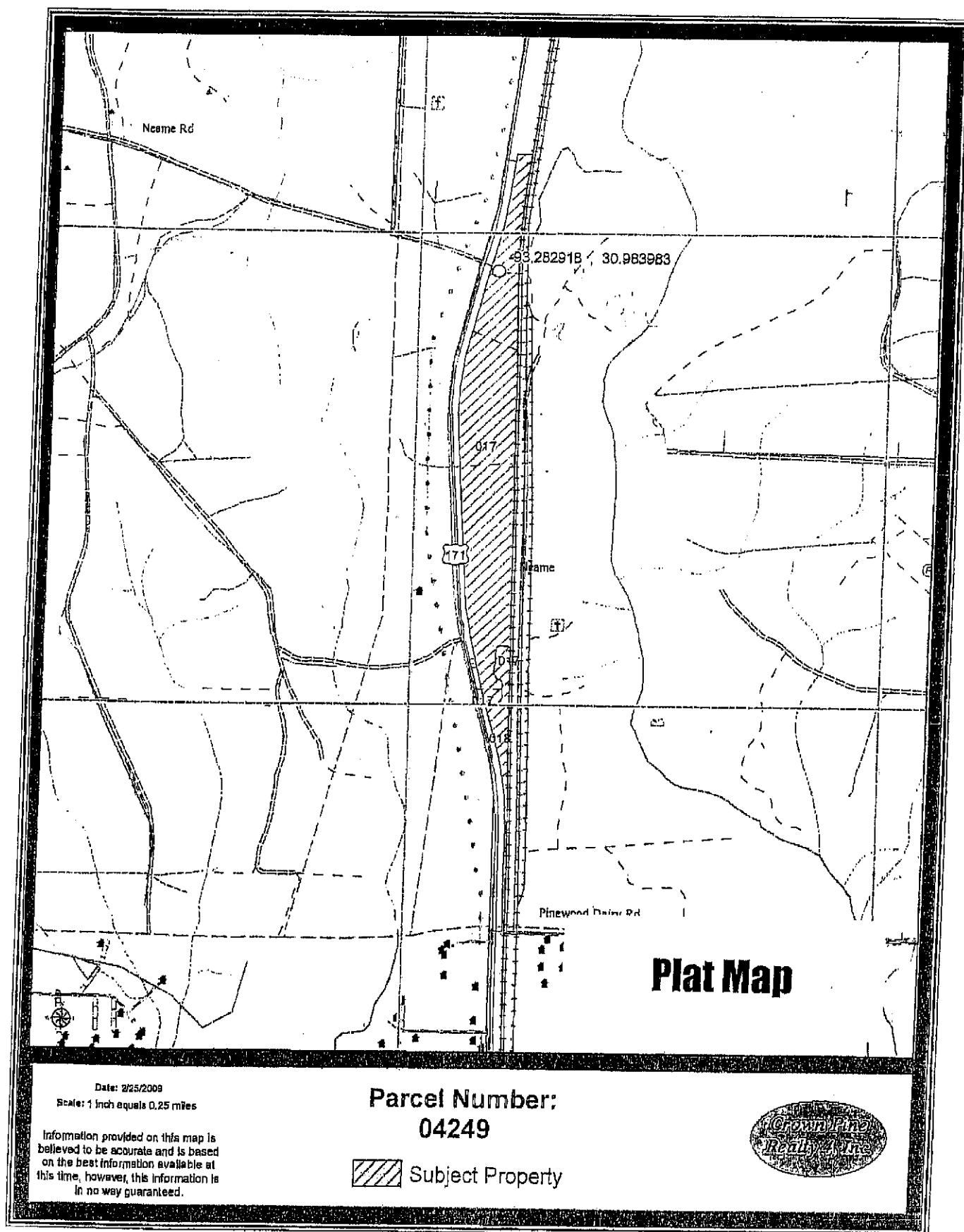
029

SECTION 15: ENTIRE SECTION SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY,
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524, (See attached Exhibit A-61)
AND LESS AND EXCEPT A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4), SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4), SECTION 15, TOWNSHIP 1 SOUTH, RANGE 9 WEST, LOUISIANA MERIDIAN, VERNON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING THIRTY FEET (30') WEST OF THE EXISTING SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 OF NE/4) OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 9 WEST; THENCE NORTHEASTERLY ALONG CENTERLINE OF EXISTING UNITED GAS PIPELINE RIGHT OF WAY A DISTANCE OF 3,875 FEET TO A POINT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AT WHICH POINT SAID PIPELINE TURNS LEFT 5 DEGREES 45 MINUTES; THENCE NORTH 87 DEGREES 23 MINUTES EAST 223.7 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 165 FEET TO A POINT; THENCE NORTH 84 DEGREES 12 MINUTES EAST A DISTANCE OF 396 FEET TO A POINT; THENCE EAST 231 FEET TO A POINT IN THE WEST RIGHT OF WAY BOUNDARY OF U. S. HIGHWAY 71; THENCE SOUTH 40 FEET TO A POINT; THENCE WEST 231 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 175 FEET TO A POINT; THENCE SOUTH 84 DEGREES 12 MINUTES WEST A DISTANCE OF 396 FEET TO A POINT; THENCE NORTH A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, DESCRIBED PARCEL CONTAINING 2.167 ACRES OF LAND, MORE OR LESS FROM CONVEYANCE BOOK 646, PAGE 572.
LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610. (See attached Exhibit AA-61)

SECTION 22: NORTH HALF (N/2) SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY;
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524 (See attached Exhibit A-61)

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 708, PAGE 374. (See attached Exhibit A-66)



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ACT OF SALE

Paul S. Chaney

(Vernon Parish, Louisiana)

BY, CLERK OF COURT

STATE OF ~~LOUISIANA~~ GEORGIA

COUNTY OF FULTON

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, came and appeared:

TIN, Inc. d/b/a Temple-Inland, a Delaware corporation domiciled and having its principal place of business in Austin, Texas, whose permanent mailing address is 1300 MoPac Expressway South, Austin, Texas 78746, Attention: George Vorpahl, and where tax payer identification number is 75-1462427, represented herein by Christopher T. Mathis, Vice President, authorized to act hereby by Resolution of its Board of Directors, a certified copy of which is attached hereto ("Vendor");

who declares that it does by these presents, GRANT, BARGAIN, SELL, CONVEY, SET OVER, ABANDON and DELIVER, without any warranty whatever, except against claims made by persons claiming by, through or under Vendor but not otherwise, but with full substitution and subrogation in and to all rights and actions which Vendor has or may have against all preceding owners and vendors of the property herein conveyed, together with all rights of prescription whether acquisitive or liberative, to which said Vendor may be entitled, unto:

Crown Pine Timber 4, L.P., a Delaware limited partnership domiciled and having its principal place of business in Portland, OR, whose permanent mailing address is c/o Campbell/Timber, LLC, One SW Columbia, Suite 1700, Portland, OR 97258, Attention: John Gilleland & Angie Davis, represented herein by Christopher T. Mathis, its Manager or its general partner, authorized to act hereby by Resolution of its Board of Directors ("Vendee") attached as Exhibit E;

the following described property situated in Vernon Parish, Louisiana, as described in Exhibit A, together with all buildings, structures, fixtures and improvements and all rights, privileges and appurtenances pertaining thereto ("Property").

TO HAVE and TO HOLD said described property unto said Vendee, its successors and assigns forever.

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This sale is subject to a reservation of certain rights, titles and interests in the Property. Vendor reserves from the conveyance all of (a) the Minerals, Mineral Rights and Rights Incident to Minerals and Mineral Rights, and (b) the Groundwater Nonparticipating Royalty Interest as described in Exhibit D (each of (a) and (b) are referred to as the "Reservations").

In connection with the exercise by Vendor of all of the Mineral Rights, Rights Incident to Minerals and Mineral Rights and the Groundwater Nonparticipating Royalty Interest, Vendee and Vendor agree:

1. The inclusion of a portion of the Property subject to this grant 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 Minerals Code, La. R.S. 31:75.

2. 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 suspend 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 Minerals 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 modes of its use.

3. If more than one servitude is created by this deed, the provisions hereof shall be equally applicable to each such servitude.

The right, title and interest in the Property herein conveyed are subject to the Reservations, Restrictions, and Permitted Exceptions described in Exhibit B. Vendor shall not conduct Surface Mining Operations without the written consent of the Vendee, which consent may or may not be granted in its sole discretion. Vendor shall compensate Vendee for Reasonable Damages to the Property resulting from the exercise of the Reservation of the Minerals and Mineral Rights. These "Restrictions" shall be covenants running with the land that are enforceable by Vendee, its successors and assigns.

This sale is made for the consideration of the sum of \$85,805,648.00 cash in hand paid and the delivery of one or more promissory notes of even date herewith payable to Vendor, the receipt and sufficiency of which is hereby acknowledged by Vendor; provided that no lien express or implied is reserved against the Property to secure payment of such promissory note(s) and any lien imposed or implied by law against the Property to secure payment of such promissory note(s) is waived by Vendor and Vendee. The certificate of mortgage is also waived by Vendor and Vendee.

Vendee specifically waives the implied warranty provided for by Louisiana Civil Code Article 2475 and all warranties against vices or defects, latent or apparent, or fitness for any particular purpose provided under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548. Vendee additionally waives any and all rights, claims or causes of action and releases Vendor from all liability for redhibition or for diminution of the purchase price or otherwise. These express waivers are declared by Vendor and Vendee to be a material and integral consideration of this act of transfer and sale. It is specifically understood that Vendee assumes the risk of all defects, including latent defects not discoverable upon simple inspection, including those which, if known, would deter Vendee from making the purchase at all or paying the price paid. Vendee also waives any present or future right in the nature of redhibition, quanti minoris and/or concealment, or based on any other theory of law. Accordingly, Vendor and Vendee stipulate and agree that this sale of the above-described property is made "as is", in its present condition, and without representation of any kind as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition. Vendee acknowledges that this provision has been called to its attention and explained to it.

Vendee further waives and releases Vendor from any and all claims, demands, causes of action, liens, loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, consultant's fees, remediation, clean up or other response costs) of any and every kind or character, known or unknown, fixed or contingent, suffered or incurred by Vendee, its successors or assigns, as a successor in interest to the Vendor, as owner of the Property, under the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §§ 9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.A. App. §§ 93-633, 88); the Hazardous Materials Transportation Act, Pub. L. No. Stat. 2156 (codified as amended in various sections of 46 U.S.C.A.); the Clean Water Act, 33 U.S.C.A. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 et seq.; the Louisiana Environmental Quality Act, La Rev Stat Ann §§ 30:2001 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations as they now exist or may subsequently be modified, supplemented or amended, relating to the environment.

All capitalized terms used in this deed shall have the meaning given that term either in the body of this deed or in Exhibit C. All exhibits referenced in this deed are attached hereto and made part hereof for all purposes.

Vendor and Vendee hereby expressly agree that it is not the intention of either party to violate any public policy or law, and that if any sentence, paragraph, clause, or part thereof or combination of the same is in violation of the law in any state where applicable, such sentence, paragraph, clause, or part thereof or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such paragraph and this deed shall remain binding upon the parties hereto. The parties further acknowledge that it is their intention that the

provisions of this deed be binding only to the extent that they may be lawful under existing applicable laws, and in the event that any provision of this deed is determined by a court of law to be overly broad or unenforceable, the valid provisions shall remain in full force and effect.

When the context requires in this deed or its exhibits, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. "Including" or "include" as used in this deed or its exhibits, means including without limiting the generality of any description proceeding such term.

Ad valorem taxes for the year 2007 are prorated between Vendor and Vendee as of the date hereof based on the amount of 2006 taxes, subject to such adjustments, if any, as may be provided in the Purchase Agreement. Taxes for all previous years shall be paid by Vendor. Future property tax bills should be directed to Vendee at: c/o Campbell/Timber, LLC, One SW Columbia, Suite 1700, Portland, OR 97258, Attention: John Gilleland & Angie Davis.

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THUS DONE and PASSED in Fulton County, Georgia, in the presence of the undersigned competent witnesses and me, Notary, on this 28th day of October, 2007.

WITNESSES:

VENDOR:

TIN INC., a Delaware corporation

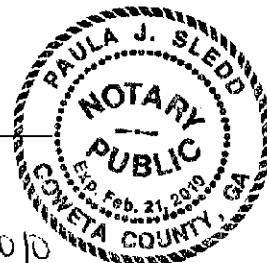
George S. Vordahl
Print Name: GEORGE S. VORDAHL

By: *Chris T. Mathis*
Name: Christopher T. Mathis
Title: Vice President

Elizabeth Howard
Print Name: Elizabeth Howard

Paula J. Sledd
NOTARY PUBLIC in and for
Fulton County, Georgia

My Commission Expires: 2/21/2010



[NOTARIAL SEAL]

[signatures continue on following page(s)]

THUS DONE and PASSED in Fulton County, Georgia, in the presence of the undersigned competent witnesses and me, Notary, on this 28 day of October, 2007.

WITNESSES:

George S. Vorpahl

Print Name: GEORGE S. VORPAHL

Elizabeth Howard

Print Name: Elizabeth Howard

VENDEE:

Crown Pine Timber 4, L.P., a Delaware limited partnership

By: GPT4 LLC, a Delaware limited liability company

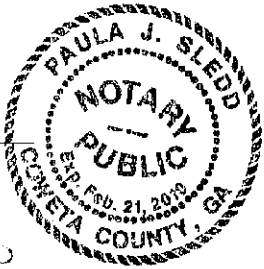
By: Chris L. Mathi

Name: Christopher T. Mathi
Manager

Title: Manager

Paula J. Sled
NOTARY PUBLIC in and for
Fulton County, Georgia

My Commission Expires: 2/21/2010



[NOTARIAL SEAL]

SCHEDULE A
Exhibit "A"

TOWNSHIP 1 SOUTH, RANGE 9 WEST (CONTINUED)

- SECTION 4: SOUTH HALF OF NORTHEAST QUARTER (S/2 OF NE/4);
NORTHWEST QUARTER OF NORTHEAST QUARTER (NW/4 OF NE/4);
NORTHWEST QUARTER (NW/4);
SOUTH HALF (S/2).
LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 824, PAGE 454. (See attached Exhibit A-62)
- SECTION 5: EAST HALF OF NORTHEAST QUARTER (E/2 OF NE/4);
NORTHEAST QUARTER OF SOUTHEAST QUARTER (NE/4 OF SE/4);
SOUTH HALF OF SOUTH HALF (S/2 OF S/2).
- SECTION 6: SOUTH HALF OF SOUTH HALF (S/2 OF S/2).
- SECTION 7: SOUTHEAST QUARTER (SE/4);
NORTHWEST QUARTER OF NORTHEAST QUARTER (NW/4 OF NE/4);
EAST HALF OF NORTHEAST QUARTER (E/2 OF NE/4);
EAST HALF OF NORTHWEST QUARTER (E/2 OF NW/4).
- SECTION 8: ENTIRE SECTION.
- SECTION 9: ENTIRE SECTION;
LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 824, PAGE 454. (See attached Exhibit A-62)
LESS AND EXCEPT: CONVEYANCE BOOK 942, PAGE 289. (See attached Exhibit A-63)
- SECTION 10: WEST HALF OF NORTHWEST QUARTER (W/2 OF NW/4) LYING WEST OF KCS SOUTHERN RAILWAY CO.;

THAT PART OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY;

AND THAT PART OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW/4 OF SW/4) LYING WEST OF KCS RAILWAY CO. RIGHT OF WAY AND APPROXIMATELY 3 ACRES IN SW ¼ OF SW ¼ LYING BETWEEN KCS RAILWAY CO. RIGHT OF WAY AND HIGHWAY 171;

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SCHEDULE A
Exhibit "A"

TOWNSHIP 1 SOUTH, RANGE 9 WEST (Continued)
SECTION 10: (CONTINUED)

LESS & EXCEPT: 15.79 ACRES IN WEST HALF (W/2)
SOLD TO PEACOCK IN CONV. BOOK 580 PAGE 461 (See attached Exhibit
A-64)

LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF
RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED
JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610 (See attached
Exhibit AA-61)

LESS LAND SOLD TO STATE OF LOUISIANA DEPARTMENT OF
HIGHWAYS BY INSTRUMENT DATED APRIL 11, 1977,
AND FILED APRIL 26, 1977, FILE NO. 348871, FILED IN
C. B. 480 AT PAGE 524. (See attached Exhibit A-61)

LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE
BOOK 824, PAGE 454. (See attached Exhibit A-62)

SECTION 13: NORTH HALF OF NORTHEAST QUARTER (N/2 OF NE/4);

SOUTHEAST QUARTER OF NORTHEAST QUARTER
(SE/4 OF NE/4);

NORTH HALF OF NORTHWEST QUARTER (N/2 OF NW/4);

SOUTHWEST QUARTER OF NORTHWEST QUARTER
(SW/4 OF NW/4);

NORTHEAST QUARTER OF SOUTHEAST QUARTER
(NE/4 OF SE/4);

SOUTH HALF OF SOUTHWEST QUARTER (S/2 OF SW/4);

NORTHWEST QUARTER OF SOUTHWEST QUARTER
(NW/4 OF SW/4).

SECTION 14: ENTIRE SECTION.

SECTION 15: ENTIRE SECTION SUBJECT TO KCS RAILWAY CO. RIGHT
OF WAY,
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT
OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED
APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT
PAGE 524, (See attached Exhibit A-61)
AND LESS AND EXCEPT A PARCEL OF LAND IN THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
(SE/4 OF SE/4), SECTION 16, TOWNSHIP 1 SOUTH,
RANGE 9 WEST, AND IN THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER (SW/4 OF SW/4),
SECTION 15, TOWNSHIP 1 SOUTH, RANGE 9 WEST,
LOUISIANA MERIDIAN, VERNON PARISH, LOUISIANA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SCHEDULE A
Exhibit "A"

TOWNSHIP 1 SOUTH, RANGE 9 WEST (Continued)
SECTION 15: (CONTINUED)

BEGINNING THIRTY FEET (30') WEST OF THE EXISTING
SOUTHEAST CORNER OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER (SW/4 OF NE/4) OF
SECTION 21, TOWNSHIP 1 SOUTH, RANGE 9 WEST;
THENCE NORTHEASTERLY ALONG CENTERLINE OF
EXISTING UNITED GAS PIPELINE RIGHT OF WAY A
DISTANCE OF 3,875 FEET TO A POINT IN THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER (SE/4 OF SE/4)
OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AT
WHICH POINT SAID PIPELINE TURNS LEFT 5 DEGREES
45 MINUTES; THENCE NORTH 87 DEGREES 23 MINUTES
EAST 223.7 FEET TO THE POINT OF BEGINNING;
THENCE NORTH A DISTANCE OF 165 FEET TO A POINT;
THENCE NORTH 84 DEGREES 12 MINUTES EAST A
DISTANCE OF 396 FEET TO A POINT;
THENCE EAST 231 FEET TO A POINT IN THE WEST
RIGHT OF WAY BOUNDARY OF U. S. HIGHWAY 71;
THENCE SOUTH 40 FEET TO A POINT;
THENCE WEST 231 FEET TO A POINT;
THENCE SOUTH A DISTANCE OF 175 FEET TO A POINT;
THENCE SOUTH 84 DEGREES 12 MINUTES WEST A
DISTANCE OF 396 FEET TO A POINT;
THENCE NORTH A DISTANCE OF 50 FEET TO THE
POINT OF BEGINNING, DESCRIBED PARCEL CONTAINING
2.167 ACRES OF LAND, MORE OR LESS FROM CONVEYANCE
BOOK 646, PAGE 572.
LESS LAND SOLD TO KANSAS CITY SHREVEPORT & GULF
RAILWAY BY DEED DATED FEBRUARY 6, 1911, FILED
JUNE 3, 1911 BY DEED LOCATED IN C. B. 16 AT PAGE 610. (See attached
Exhibit AA-61)

SECTION 16: ENTIRE SECTION, LESS AND EXCEPT PORTION THEREOF
ABOVE DESCRIBED AND IN CONVEYANCE BOOK 646, PAGE 572. (See
attached Exhibit A-53)

SECTION 17: ENTIRE SECTION.

SECTION 18: EAST HALF (E/2);

NORTHEAST QUARTER OF SOUTHWEST QUARTER
(NE/4 OF SW/4);

SOUTH HALF OF NORTHWEST QUARTER (S/2 OF NW/4).

SECTION 19: NORTHEAST QUARTER (NE/4);

SOUTHEAST QUARTER OF SOUTHEAST QUARTER
(SE/4 OF SE/4);

NORTH HALF OF SOUTHEAST QUARTER (N/2 OF SE/4).

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SCHEDULE A
Exhibit "A"

TOWNSHIP 1 SOUTH, RANGE 9 WEST (Continued)

- SECTION 20: NORTHEAST QUARTER (NE/4);
NORTHWEST QUARTER (NW/4);
WEST HALF OF SOUTHWEST QUARTER (W/2 OF SW/4).
- SECTION 21: NORTH HALF (N/2)
- SECTION 22: NORTH HALF (N/2) SUBJECT TO KCS RAILWAY CO. RIGHT OF WAY;
LESS AND EXCEPT LAND SOLD TO LOUISIANA DEPARTMENT OF HIGHWAYS BY DEED DATED APRIL 11, 1977, FILED APRIL 26, 1977, FILE NO. 348871, FILED IN C. B. 480 AT PAGE 524 (See attached Exhibit A-61)
LESS AND EXCEPT: THAT PART SOLD AT CONVEYANCE BOOK 708, PAGE 374. (See attached Exhibit A-66)
- SECTION 23: NORTH HALF (N/2)
- SECTION 24: SOUTH HALF OF NORTHEAST QUARTER (S/2 OF NE/4);
NORTHWEST QUARTER (NW/4);
SOUTHEAST QUARTER (SE/4);
SOUTHWEST QUARTER (SW/4)
- SECTION 25: EAST HALF (E/2);
EAST HALF OF NORTHWEST QUARTER OF NORTHWEST QUARTER (E/2 OF NW/4 OF NW/4);
SOUTH HALF OF NORTHWEST QUARTER (S/2 OF NW/4);
NORTHEAST QUARTER OF NORTHWEST QUARTER (NE/4 OF NW/4);
NORTH HALF OF SOUTHWEST QUARTER (N/2 OF SW/4);
SOUTHEAST QUARTER OF SOUTHWEST QUARTER (SE/4 OF SW/4);
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 OF SW/4)

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Exhibit C
Definitions of Terms and Related Covenants

“Drilling and Other Operations” means:

- (a) all surface and subsurface operations for the purposes of exploring (including seismic surveys or other geophysical operations), drilling, mining, developing, producing, storing, removing, treating, transporting and owning oil, gas and other liquid or gaseous hydrocarbons;
- (b) all surface and subsurface operations for the purposes of exploring (including seismic surveys or other geophysical operations), drilling for, mining by Surface Mining Operations, underground shafts, tunnels, in situ or solution, gasification or other similar methods, developing, producing, storing, removing, treating, transporting and owning any other Minerals not described in (a) of this definition;
- (c) all surface and subsurface operations for the purposes of storing valuable substances or disposing of water (including salt water) or waste in underground structures or formations (including salt domes and depleted reservoirs);
- (d) the use of the surface for disposal and treatment areas reasonably needed for operations described in the other subsections of this definition;
- (e) all surface and subsurface operations for the purposes of using injected water, chemicals and other fluids or substances for the recovery of oil, gas or other Minerals; and
- (f) all references to drilling or mining or other operations in this definition include those methods and means now used and those hereafter developed and used in operations for the purposes of exploring, drilling for, mining, developing, producing, storing, removing, treating, transporting and owning Minerals.

“Minerals” means any of the following in, on or under the Property:

- (a) oil, gas and all other liquid or gaseous hydrocarbons, and their constituent parts, including condensate, casinghead gas, distillate and natural gas liquids;
- (b) carbon dioxide and methane gas;
- (c) uranium, thorium and other fissionable materials;
- (d) coal and lignite, including coal bed methane and coal seam gas;
- (e) geothermal energy resources (including hydropressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat,

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Louisiana - Vernon Parish Special Warranty Act of Sale (10_22_07 L.S.Johnson).DOC

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natural gas dissolved in ground water and associated energy found in ground water);

- (f) oil sands and shales; and
- (g) byproducts from Mineral production or processing;

“Mineral Rights” shall have the meaning given that term in the Louisiana Mineral Code and, in addition, means any:

- (a) royalty, overriding royalty, advance royalty, minimum royalty, shut-in royalty, production payments of any other kind and character related to Mineral production, rights to take Mineral production in kind, net profits interests of any kind or character in Minerals and any other contractual rights of a vendor or lessor under any lease of Minerals or other grant of a contractual or property interest in Minerals;
- (b) bonus and delay rentals paid for any lease or other grant of an interest in Minerals;
- (c) executive rights to execute, approve or grant leases, pooling agreements, unit declarations and related agreements, division orders, stipulations of interests, communitization agreements, farmouts, farmins, options, orders, spacing agreements, operating agreements and all other agreements related to Mineral exploration, development or production;
- (d) preferential rights to acquire (i) Minerals, (ii) any of the rights enumerated in (a) through (d) of this definition of Mineral Rights or (iii) leases on Minerals, in federal or state lands, to the extent such reservation is permitted by applicable law;
- (e) all royalties and other payments related to the leasing or production of Minerals owned by the United States of America or any State that have been granted to the owner of the surface estate in the Property as of the date of this deed under any federal or state law;
- (f) any other economic or contractual rights, options or interests in and to (i) any of the rights enumerated in (a) through (e) of this definition of Mineral Rights, (ii) Minerals, (iii) any partnership or venture interest in Minerals or (iv) the exploration, development, production, treatment, processing, storage, removal, transportation, marketing or sale of Minerals; and
- (g) any other right or interest pertaining to the Minerals or any of the rights enumerated in (a) through (f) of this definition of Mineral Rights existing at the date of this conveyance and owned or held by Vendor.

“Purchase Agreement” means that certain Amended and Restated Purchase

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Louisiana- Vernon Parish Special Warranty Act of Sale (10_22_07 L.S. Johnson).DOC

Agreement dated as of October 31, 2007 among TIN Inc., Crown Pine Parent, L.P., f/k/a Campbell/Southern Parent, LLC and other buying parties.

"Reasonable Damages" includes:

- (a) With respect to damages to lands and appurtenances of the Property as a result of Drilling and Other Operations under leases or other agreements related to Minerals and Mineral Rights executed by Vendor after the date of execution hereof, Vendee shall be entitled to compensation for Reasonable Damages to lands, appurtenances, improvements, and fixtures of or on the Property caused by or arising out of Drilling and Other Operations on the Property.

Reasonable Damages shall include compensation for loss of or damage to timber and other standing crops, and for loss of use by Vendee for timber or crop growing purposes of the Property, as such exist at the time of the Drilling and Other Operations, but shall not include consequential, incidental, punitive, or special damages.

- (b) Any damages paid shall be paid as a one-time sum and no additional payment shall be required either periodically or for an additional or different use of the same surface area.

"Rights Incident to Minerals and Mineral Rights" means:

- (a) all easements, servitudes, rights of entry, rights of way, licenses, permits and other surface rights, powers, benefits and privileges, expressed or implied in law or in fact, for exploration, drilling or otherwise developing and completing wells or other means of production of any Minerals, reworking wells or other means of production of any Minerals, producing, removing, marketing or transporting Minerals, including the right to construct drill sites and roads to the drill sites and to extend utility, gathering lines, flow lines and pipelines to the drill sites and to locate on the drill sites the equipment and improvements reasonably necessary to drill wells (using any technique including directional or horizontal drilling), to complete wells, to produce wells, to treat, repair, reenter and rework wells and to separate, treat, compress, process, store, remove, own, claim, sell, and transport production from wells;
- (b) the right to conduct Drilling and Other Operations in, on and under the Property;
- (c) the right to conduct operations for reservoir stimulation and improved

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Louisiana - Vernon Parish Special Warranty Act of Sale (10_22_07 L.S.Johnson).DOC

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recovery techniques for the recovery and production of Minerals, including but not limited to water flooding, immiscible gas injection, miscible gas injection, chemical flooding and thermal recovery, the disposal of water (including saltwater) produced or recovered in such operations and the use of so much of water from the Property as may be needed for such operations, subject to not materially interfering with the then existing use of the Vendee's water rights;

- (d) the right to sequester carbon dioxide or other greenhouse gases in the subsurface of the Property, including sequestering in hydrocarbon reservoirs, coal seams, salt domes and other formations, together with all rights to access and use the surface and subsurface as reasonably necessary to field test and deploy carbon sequestration technology in the subsurface and to separate, transport and store carbon dioxide and other greenhouse gases on the surface prior to sequestration;
- (e) the right to reenter and use all abandoned drill holes and wells on the Property and all of Vendor's right, title and interest in fixtures, wells, equipment and personal property of any kind located now or in the future on the Property and used solely in connection with Drilling and Other Operations;
- (f) the right to use all subsurface structures and depleted reservoirs for storage of substances or for disposal of water (including saltwater) or of waste;
- (g) the right to use or salvage all surface and subsurface equipment, facilities or improvement abandoned on, in or under the Property by owners or producers of Minerals (including utility lines, gathering lines, flow lines, pipelines and roads);
- (h) the right to retain and possess all applicable files, records and data relating to the Minerals, Mineral Rights or Rights Incident to Minerals and Mineral Rights;
- (i) any claims, causes of action, choses in action, counterclaims, cross-claims or affirmative defenses to the extent attributable to the ownership and use of the Minerals, Mineral Rights or Rights Incident to Minerals and Mineral Rights described in other subsections of this definition;
- (j) all other rights, powers, benefits or privileges incident or appurtenant to the ownership of Minerals and Mineral Rights under applicable law; and
- (k) the free use and exercise of the rights and interests described in (a) through (j) of this definition of Rights Incident to Minerals and Mineral Rights.

"Surface Mining Operations" means activities conducted on the surface of the Property to explore for, develop, produce, treat, process, transport, market and deliver coal, lignite, iron,

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Louisiana- Vernon Parish Special Warranty Act of Sale (10_22_07) (S. Johnson) DOC

uranium, other metals and other commercially valuable substances in solid form such as contour, strip, auger, mountaintop removal, box cut and open pit mining, quarrying, placer mining, dredging and heap leach. "**Surface Mining Operations**" further includes reclamation, if any, in support of or incident to such operations and the construction, maintenance and replacement of surface and groundwater control or detention structures or facilities and other environmental controls or monitoring facilities, storage and disposal areas, and other monitoring and reclamation activities as may be required by law, regulation, permit or contract to conduct surface mining operations.

C-5

Louisiana- Vernon Parish Special Warranty Act of Sale (10-22-07 LS/Johnson).DOC

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Exhibit D
Reserved Groundwater Nonparticipating Royalty Interest

Vendor hereby reserves a nonparticipating, cost-free, perpetual royalty interest ("Royalty Interest") in the groundwater produced or withdrawn from the Property equal to 45% of the Fair Value of the groundwater when used for Commercial Purposes or sold. The Royalty Interest shall inure to the benefit of the Vendor and its successors and assigns and shall be a binding obligation of Vendee, its successors and assigns; the obligations under the Royalty Interest shall run with the Property and any severed estate or title in or to the groundwater in place. Under the Royalty Interest, Vendee shall pay an amount of money equal to Vendor's percentage interest in the Fair Value of the groundwater when used for Commercial Purposes or sold. Vendee shall make the payment to the order of Vendor within thirty (30) days after the end of the month in which a use for Commercial Purposes or sale of groundwater occurs. Payment shall be accompanied by a complete and accurate accounting of groundwater produced, used and sold in such detail as Vendor may reasonably require to verify payments are made in correct amounts when due. Vendor may designate the place for payment in writing delivered to Vendee from time to time.

Vendee shall have the exclusive right to grant, transfer, assign, sell or lease the groundwater in place and any transferable and severable permits or authorizations related to the groundwater, subject to the Royalty Interest, without the consent of Vendor. Vendee shall also have the exclusive right to develop and produce the groundwater and to sell or use groundwater that is produced or withdrawn from the Property subject only to the obligations to make the payments that come due under the Royalty Interest as a result of those transactions. Vendee, its successors and assigns may freely sell, grant, transfer and assign such rights.

The term "Fair Value" means:

- (a) If Vendee produces or withdraws groundwater from the Property and sells, assigns, transfers or delivers the groundwater to an unaffiliated Person, then the Fair Value shall be Vendor's Gross Receipts from the sale or transfer;
- (b) If Vendee produces or withdraws groundwater from the Property and sells, assigns, transfers or delivers the groundwater to an Affiliated Person, then the Fair Value shall be the fair value of groundwater at the point of delivery; and
- (c) If Vendee uses groundwater produced or withdrawn from the Property for a Commercial Purpose, then the Fair Value shall be the fair value of raw groundwater in the area of use.

In determining Fair Value, costs of transportation to the point of delivery or area of use shall not be deducted.

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Louisiana- Vermen Parish Special Warranty Act of Sale (10_22_07 L.S.Johnson) DOC

The term "Person" means an individual, partnership, limited partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

The term "Affiliated Person" means a Person who, directly or indirectly, controls, is controlled by, or is under common control with Vendee, its successors or assigns.

The term "Commercial Purposes" means any use of groundwater produced or withdrawn from the Property other than the reasonable and ordinary use of the groundwater for domestic purposes, forestry operations and watering livestock on the Property.

The term "Gross Receipts" means all monetary consideration and the value of all other property or rights received by a Person for the grant, sale, transfer, assignment or delivery of groundwater produced or withdrawn from the Property, provided that if non-monetary consideration does not have an ascertainable market value, Vendor shall have an in-kind interest in such non-monetary consideration and all proceeds therefrom. Vendee shall take all steps necessary to perfect and protect Vendor's in-kind interest.

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Louisiana- Vernon Parish Special Warranty Act of Sale (10_22_07 LSJohnson).DOC

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OFFICER'S CERTIFICATE

TIN INC.

The undersigned hereby certifies that he is a duly appointed officer of TIN Inc., a Delaware corporation (the "Company"), and that, as such, he is authorized to execute this certificate on behalf of the Company, and further certifies that:

1. The below-named persons have been since the date the resolutions identified in Paragraph 2 below were adopted, and this day are, duly elected and qualified officers of the Company holding the respective offices set opposite their names below and the signatures set opposite their names below are their genuine signatures:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Christopher T. Mathis	Vice President and Assistant Secretary	<u>Chris T. Mathis</u>
George S. Vorpahl	Vice President and Assistant Secretary	<u>George S. Vorpahl</u>

2. Attached hereto as Exhibit A is a true, correct and complete copy of the resolutions duly adopted by the Board of Directors of the Company approving, authorizing and ratifying the execution and delivery of the agreements named therein by the Company relating to the sale by the Company of certain timberlands and the other transactions contemplated thereby. Said resolutions have not been rescinded, revoked, modified or otherwise affected and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Vice President of the Company on this 28th day of October, 2007.

Christopher T. Mathis
Name: Christopher T. Mathis
Title: Vice President

I, George S. Vorpahl, in my capacity as the Assistant Secretary of the Company, certify that Christopher T. Mathis is the duly appointed, qualified and acting Vice President of the Company, and that the signature set forth above is his genuine signature this 28th day of October, 2007.

George S. Vorpahl
Name: George S. Vorpahl
Title: Assistant Secretary

TIN Inc.

**Resolutions Adopted by the
Board of Directors**

August 2, 2007

The next item of business was the proposed sale of 1.55 million acres, more or less, of the Company's timberlands. The Company's investment bankers fully described the bidding process and terms of a Purchase Agreement pursuant to which the Company will sell 1.55 million acres, more or less, of timber and timberlands to an investment entity affiliated with The Campbell Group, LLC ("Purchaser") for a purchase price of approximately \$2.38 billion. Following a full discussion of the matter, the following resolutions were unanimously adopted:

RESOLVED, that each of the Chief Executive Officer, or any Vice President, or Assistant Secretary of the Company is hereby authorized and empowered acting singly on behalf of the Company to execute and deliver a Purchase Agreement (the "Agreement"), substantially in accordance with the terms reviewed with the board of directors, pursuant to which the Company will sell to Purchaser all of the Company's right, title, and interest to approximately 1.55 million acres of timber and timberland as identified in the Agreement, and related personal property, for a purchase price of approximately \$2.38 billion, payable principally by Purchaser's delivery of installment notes secured by letters of credit as described in the Agreement, and that the execution and delivery of the Agreement by any of such officers is hereby in all respects affirmed, ratified, approved, and adopted; and

FURTHER RESOLVED, that each of the Chief Executive Officer, or any Vice President, or Assistant Secretary of the Company is hereby authorized and empowered acting singly on behalf of the Company to execute and deliver any and all contracts, options, deeds, leases, easements, licenses, rights-of-way, affidavits, certificates, and other documents and instruments, and to do all acts as may be necessary or desirable to transfer to Purchaser the ownership of certain real property, timber, or any interest or right therein as further defined in the Agreement, as required by and consistent with the terms of the Agreement, and that the execution and delivery of any of such documents by any of such officers is hereby in all respects affirmed, ratified, approved, and adopted; and

FURTHER RESOLVED, that as required by and consistent with the terms of the Agreement, each of the Chief Executive Officer, or any Vice President, or any Assistant Secretary of the Company is hereby authorized and empowered acting singly on behalf of the Company to execute and deliver any and all documents,

certificates, and other instruments, and to do all acts as may be necessary or desirable to assign, transfer, and convey to Purchaser the leases identified in the Agreement as required by and consistent with the terms of the Agreement, and that the execution and delivery of any of such documents by any of such officers is hereby in all respects affirmed, ratified, approved, and adopted; and

FURTHER RESOLVED, that in connection with the Agreement, each of such officers is hereby authorized and empowered on behalf of the Company to execute and deliver such other certificates, agreements, deeds, notes, or documents that may be, in the opinion of the officer acting on behalf of the Company, reasonable and necessary for carrying out the transactions contemplated by these resolutions and the Agreement; and


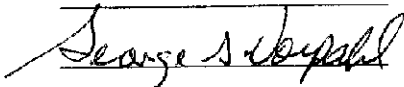
FURTHER RESOLVED, that any and all actions heretofore taken by any of such officers in connection with the transactions contemplated by the Agreement that they believed to be necessary or desirable to effect the intent and to accomplish the purposes of the foregoing resolutions be, and they hereby are, in all respects, ratified, affirmed, and adopted.

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EXHIBIT E
MANAGER'S CERTIFICATE
(CROWN PINE TIMBER 4, L.P.)


The undersigned hereby certifies that he is a duly appointed manager of GPT4 LLC, a Delaware limited liability company (the "Company"), that is the sole general partner of Crown Pine Timber 4, L.P., a Delaware limited partnership (the "Partnership"), and that, as such, he is authorized to execute this certificate on behalf of the Company and the Partnership, and further certifies that:

1. The below-named persons have been since the date the resolutions identified in Paragraph 2 below were adopted, and this day are, duly appointed managers of the Company holding the respective offices set opposite their names below and the signatures set opposite their names below are their genuine signatures:

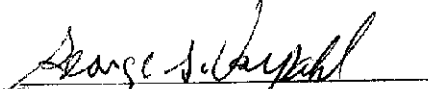
<u>Name</u>	<u>Office</u>	<u>Signature</u>
Christopher T. Mathis	Manager	
George S. Vorpahl	Manager	

2. Attached hereto as Exhibit A is a true, correct and complete copy of the resolutions duly adopted by the Managers of the Company, in its capacity as the sole general partner of the Partnership, approving, authorizing and ratifying the execution and delivery of the agreements named therein by the Partnership relating to the acquisition by the Partnership of certain timberlands and the other transactions contemplated thereby. Said resolutions have not been rescinded, revoked, modified or otherwise affected and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Manager of the Company on this 28th day of October, 2007.


Name: Christopher T. Mathis
Title: Manager

I, George S. Vorpahl, in my capacity as a Manager of the Company, certify that Christopher T. Mathis is the duly appointed, qualified and acting Manager of the Company, and that the signature set forth above is his genuine signature this 28th day of October, 2007.


Name: George S. Vorpahl
Title: Manager

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EXHIBIT A

Resolutions

RESOLVED, that in connection with the performance by TIN Inc. ("TIN") of certain obligations under the Purchase Agreement dated as of August 3, 2007, as subsequently amended (the "Purchase Agreement"), among TIN Inc., Crown Pine Parent, L.P. f/k/a Campbell/Southern Parent, LLC and the other parties listed therein, the Managers hereby approve, authorize and direct the General Partner, in its capacity as general partner of the Partnership, to cause the Partnership to accept from TIN all of the Timberlands (as that term is defined in the Purchase Agreement) located in Alabama, Georgia, Texas and Allen, Beauregard, Calcasieu, Jefferson Davis, Rapides, Sabine and Vernon Parishes, Louisiana to be conveyed to the Partnership pursuant to the Purchase Agreement as TIN's contribution to the capital of the Partnership.

FURTHER RESOLVED, that the Managers approve, authorize and direct the General Partner to execute and deliver on behalf of the Partnership the agreements, instruments, certificates and other documents described in the Purchase Agreement to be executed and delivered by the Partnership, including any deeds for the Timberlands, and to take all such other actions and to do all such other things as the General Partner and its managers and their delegates may deem necessary or appropriate in order to carry out and effect the intent of the foregoing resolution, and hereby ratify and confirm any and all such actions.

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AO 1781360.1

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FILED

UTILITY LINE
RIGHT OF WAY AGREEMENT

2004 MAR 24 PM 2 54

STATE OF LOUISIANA

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KNOW ALL MEN BY THESE PRESENTS
BY CLERK OF COURT
VERNON PARISH, LA.

Leah Hains

PARISH OF VERNON

§

THAT **TEMPLE-INLAND FOREST PRODUCTS CORPORATION**, a Delaware corporation ("Grantor"), represented by J.M. DeCosmo, its duly authorized Vice President, for and in consideration of the sum of TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$2,250.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents and subject to the terms and conditions hereinafter set forth, GRANT, CONVEY and DELIVER unto **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation ("Grantee"), whose address is 901 Hugh Wallis Rd., Rm. 300, Lafayette, Louisiana 70508, a five foot right of way and servitude (the "Easement") to construct, operate, maintain, patrol, inspect, repair, replace and remove guy lines and anchors for five utility poles, upon, over and across that tract or parcel of land lying in Vernon Parish, Louisiana, Section 15, Township 1 South, Range 9 West, which Easement shall be for guy lines for five utility poles, three of which are on the West side and two of which are on the East side of U.S. Highway 171, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
(the "Property").

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, until construction and installation of its facilities are completed, and for so long thereafter as the Easement is used for the purposes herein granted; provided, however, that no temporary cessation of not longer than twelve (12) consecutive months shall be deemed a failure in such respect; and whenever the Property shall cease to be actually used by Grantee for the installation, maintenance, repair and operation of facilities used and to be used for the purposes for which this Easement is granted, then and thereupon this conveyance shall be null and void and the Easement shall absolutely and automatically revert without any necessity for suit or reentry to the Grantor, its successors or assigns; and no act or omission on the part of any of them shall be a waiver of the operation or enforcement of this condition.

This Easement is subject to any reservation, exception or conveyance in the prior chain of title of the oil, gas or minerals, in, on or under the Property, or to any easements, exceptions or reservations pertaining to the Property.

If Grantor desires to construct, or to give others the right to construct, any improvements, such as roads, railroads, canals, ditches, utility lines, pipelines or other

4-1-01

structures, that will cross this Easement, it shall have the right to do so without assumption of liability. In that event, upon reasonable notice by Grantor to do so, Grantee, at its sole cost and risk, shall raise or lower its facilities as may be necessary to eliminate any interference with the construction, maintenance and use of such improvement or structure over or under Grantee's facilities, and Grantee shall encase or otherwise protect its facilities from any damage or injury that might result from the construction, maintenance, or use of such improvement or structure.

Grantor reserves to itself, its successors and assigns, the free, perpetual and uninterrupted right and privilege of passage, in, along, upon, across and over the Property with foot, vehicle and animal traffic, and the right to fully use and enjoy the Property for any other purposes, except as may be necessary for Grantee to utilize the Easement for the purposes herein granted. Therefore, Grantee, by the acceptance hereof, agrees, except as hereinafter provided, to bury its facilities at a sufficient depth below ground level so that such facilities will not be damaged by and will not interfere with normal cultivation of the land in the Easement for crops, or the crossing thereof by foot, vehicle and animal traffic, including all types of logging vehicles, tractors and logging equipment customarily used in logging operations, or that such facilities will be erected a sufficient height above ground level so as not to be damaged by, nor interfere with, the crossing and use of the Easement by Grantor for the purposes herein mentioned and similar purposes; provided, however, Grantee may locate on the surface of the Property such appurtenances to the facilities as are necessary in order for Grantee to utilize this Easement.

Grantor hereby reserves all of the oil, gas and other minerals in and under the Property, but waives the right to conduct on the surface of the Property actual mining, drilling, producing, or manufacturing operations; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Easement and that none of the operations shall be conducted so near the surface of the land in the Easement as to interfere with the intended use hereof or damage, jeopardize or endanger the facilities of Grantee located upon the Property.

Grantor hereby reserves and shall have the right to the salvage of all timber on the Property. Grantee will notify Grantor in writing at least thirty (30) days before Grantee desires to begin operations so that Grantor will have an opportunity to remove the timber. In the event Grantor has not cut, felled and removed the merchantable timber before Grantee begins operations, then Grantee may cut and fell such timber. All merchantable timber shall be cut in full length logs and stacked along the right-of-way at convenient locations for salvage by Grantor. Grantee will keep Grantor informed of the timber cut and of the places where it is stacked.

Any underground utility line or cable shall be buried and covered with a minimum of thirty-six (36) inches of soil.

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If Grantor fences all or any part of its lands and premises across which this Easement is granted, Grantor shall have the right to construct fences across the Easement at such places as it may deem proper provided that Grantor shall construct adequate gates or cattle guards in such fences at places where any fence crosses the Easement, and Grantee shall assist Grantor in keeping any gates closed and fastened at all times.

Grantee agrees to pay off and discharge all damages of whatever character or description to all persons and parties, including Grantor, by reason of, resulting from, or arising out of, the construction, maintenance, operation, repair and removal of the facilities and appurtenances, so as to protect Grantor, its successors and assigns, therefrom, and to indemnify and hold Grantor harmless against any loss or damage on such account, including court costs and reasonable attorney's fees.

Grantee agrees to clean up the debris caused by the construction, operation, maintenance, repair and removal of its facilities and appurtenances thereto, in a workmanlike manner, so as to leave the Easement free from fire hazards, leveled and in clean condition.

Witness my hand at Diboll, Texas, in the presence of Denise McCary
and Sandra Lee, lawful witnesses, on this 21st day of
February, 2004.

"GRANTOR"

TEMPLE-INLAND FOREST PRODUCTS CORPORATION

By: J.M. DeCosmo
J.M. DeCosmo, Vice President

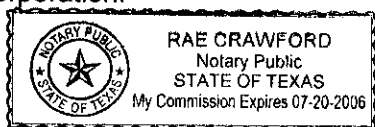
Witness:

Denise McCary
Sandra Lee

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on this 2nd day of February, 2004, by J.M. DeCosmo, Vice President of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, on behalf of said corporation.



Rae Crawford
Notary Public, State of Texas

Witness my hand at Lake Charles, La, in the presence of Daniel A. Landry and Steve Mangier, lawful witnesses, on this 15th day of March, 2004.

"GRANTEE"

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Judy A. Joubert

Title: PROJECT MANAGER

Witness:

Daniel A. Landry
Steve Mangier

FRC WireCenter area # Plat #
IC, 22C, 337/535, K4601, 0111-A51-A52
authority Point RWD
36N90334N, 41184, LA115E612440

STATE OF LOUISIANA §

PARISH OF Calcasieu §

This instrument was acknowledged before me on the 15th day of March, 2004, by Judy Joubert, of BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, on behalf of said corporation.

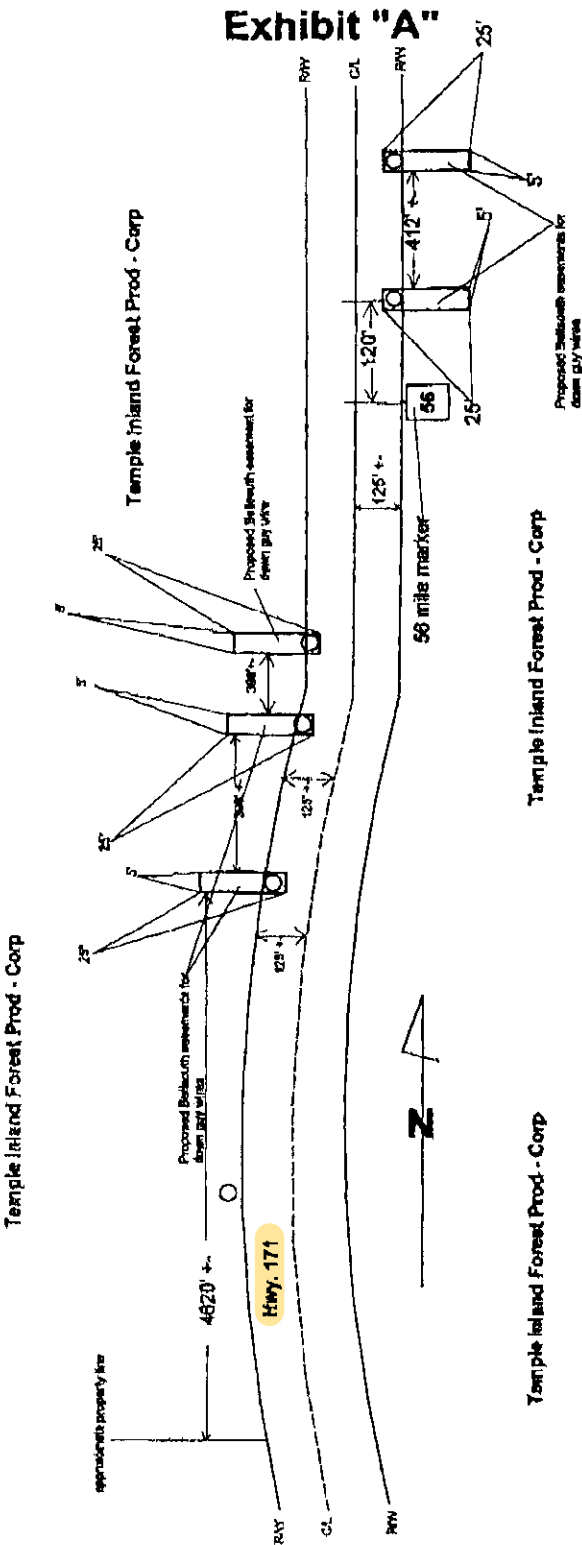
Anthony John Nouell
Notary Public, State of Louisiana

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Anthony John Nouell
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Less and except for 2.98 acres +/- in Section 10 T1S R9W

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STATE OF TEXAS §
 COUNTY OF JEFFERSON §
 STATE OF OHIO §
 COUNTY OF LUCAS §

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Lisa Dych
 CLERK OF THE COURT
 VERMILION PARISH, LA.

ACT OF EXCHANGE

BE IT KNOWN: That on the dates and before the witnesses and Notaries Public hereinafter set forth, personally came and appeared J. HOKE PEACOCK, II, married to and living with LOU ANN PEACOCK, born Walker, residents of Jefferson County, Texas, whose mailing address is 470 Orleans Street, Beaumont, Texas 77701, hereinafter referred to as "FIRST PARTY" and OWENS-ILLINOIS, INC., an Ohio corporation, appearing herein and acting through C. P. Nielsen, its Vice President, Forest Products Group, duly authorized, whose mailing address is P. O. Box 4000, Orange, Texas 77630, hereinafter referred to as "SECOND PARTY", who declared that they do hereby make an exchange of property on the express terms and conditions hereinafter set forth.

For and in consideration of the transfer to FIRST PARTY as hereinafter set forth, FIRST PARTY does hereby GRANT, BARGAIN, ASSIGN, SET FORTH, TRANSFER AND DELIVER, without warranty on the part of First Party, but with full substitution and subrogation in and to all of the rights and actions of warranty which First Party has or may have against all former owners and vendors, unto SECOND PARTY, the following described property situated in Beauregard Parish, Louisiana, to-wit:

The South Four (4) acres of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Twenty-three (23) and the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section Twenty-six (26), all in Township Three (3) South, Range Twelve (12) West, La. Mer., containing 44 acres, more or less, together with all buildings, structures and improvements thereon. The above described South Four (4) acres of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Twenty-three (23), is more fully described as: A strip of land forty-four (44) yards wide across the South end of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Twenty-three (23), Township Three (3) South, Range Twelve 12 West, La. Mer.

The Southwest Quarter of the Southeast Quarter

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(SW 1/4 of SE 1/4), LESS AND EXCEPT:

Five (5) acres in the Southwest (SW) corner thereof, sold and conveyed by J. L. Heard to W. M. Hammonds by deed dated May 29, 1922, recorded in Conveyance Book 27 at Page 85 of the records of Beauregard Parish, Louisiana.

All in Section Twenty-three (23), Township Three (3) South, Range Twelve (12) West, La. Mer., containing Thirty-five (35) acres, more or less.

The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Twenty-six (26), Township Three (3) South, Range Twelve (12) West, La. Mer.; containing 40 acres, more or less.

And now, for and in consideration of the transfer to it as aforesaid, SECOND PARTY does by these presents GRANT, BARGAIN, ASSIGN, TRANSFER, SET OVER AND DELIVER, with all legal warranties and with full substitution and subrogation in and to all of the rights and actions of warranty which it has or may have against all former owners and vendors, unto FIRST PARTY, the following described properties situated in Vernon Parish, Louisiana and Angelina County, Texas, together with all improvements situated thereon, to-wit;

TRACT ONE - VERNON PARISH, LOUISIANA:

All that part of the Southeast Quarter of the Southwest Quarter (SE/4 of SW/4) of Section 3, Township 1 South, Range 9 West, Vernon Parish, Louisiana, lying West of the Kansas City Railroad right of way line and East of Louisiana U.S. Highway No. 171 right of way line, containing 2.4 acres, more or less.

A part of the West Half (W/2) of Section 10, Township 1 South, Range 9 West, Vernon Parish, Louisiana, described as follows:

Commence at the Northeast corner of said West Half (W/2), thence South 89° 40' West along the North line of said West Half (W/2) 906.5 feet to point of beginning on the westerly right of way line of the Kansas City Railroad, which point is 50.0 feet from and at right angles to the centerline of said K.C.S. R.R., thence South 6° 23' West along said westerly right of way line 4530.0 feet; thence South 89° 40' West 154.0 feet to a point on the Easterly right of way line of Louisiana U.S. Highway No. 171; thence along said Easterly right of way line North 6° 33' East 4405.0 feet; North 39° 15' East 115.3 feet and North 6° 33' East 35.5 feet to its intersection with the North line of said West Half (W/2); thence North 89° 40' East along said North line 91.0 feet to point of beginning, containing 15.79 acres.

TRACT TWO - ANGELINA COUNTY, TEXAS:

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas, being out of the THOMAS CARO SURVEY, ABSTRACT NO. 8 and being a part or

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portion of 2,876.352 acre tract of land set out and described as Tract or Parcel Number 25 in that certain deed from Angelina County Lumber Company to Owens-Illinois, Inc., dated March 15, 1966 as recorded in Volume 318, Page 1, of the Deed Records of Angelina County, Texas, to which reference is hereby made for any and all purposes, and the said part of portion being described by metes and bounds as follows, to-wit:

BEGINNING S 9° 32' W 602.81 feet, and N 79° 50' E 124.24 feet from the Northeast corner of Block No. 21 of the aforesaid Thomas Caro Survey, a point for corner in the North boundary line of Owens-Illinois, Inc. Road No. 136;

THENCE N 3° 40' 32" E 587.91 feet a point for corner;

THENCE N 11° 12' 14" W 225.56 feet a point for corner;

THENCE N 57° 03' 12" E 846.54 feet a point for corner;

THENCE Five (5) calls with the West boundary line of an Owens-Illinois, Inc. Road as follows:

(1) S 43° 08' 13" E 153.16 feet a point for corner;

(2) S 38° 41' 47" E 226.77 feet a point for corner;

(3) S 34° 05' 08" E 349.79 feet a point for corner;

(4) S 24° 00' 16" E 342.16 feet a point for corner;

(5) S 14° 40' 28" E, at 144.86 feet intersect the North boundary line of Owens-Illinois, Inc. Road No. 136;

THENCE S 79° 50' W with the North boundary of Owens-Illinois, Inc. Road No. 136, at 1343.78 feet the point and place of beginning and containing 24.99 acres of land.

TRACT THREE - ANGELINA COUNTY, TEXAS:

All that certain tract or parcel of land situated in the JAMES MCCOY SURVEY, Abstract No. 727, in Angelina County, Texas, and being a part of portion of a 1000.63 acre tract of land as set out and described as Tract No. 129 in that certain deed from Angelina County Lumber Company to Owens-Illinois, Inc. dated March 15, 1966 of record in Vol. 318, Page 1, of the Deed Records of Angelina County, Texas, to which reference is hereby made for any and all purposes, and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the most Western N.W. corner of the J. Duprey Survey, Abstract No. 702, same being the most Western N. W. corner of a 12 acre tract of land conveyed by deed from J. A. Bryan to Kevin H. Jones, et ux, dated June 30, 1978, of record in Vol. 476, Page 109, of the Deed Records of Angelina County, Texas, a concrete monument for corner in the Northwest boundary line of the aforesaid James McCoy Survey, from which a 12" Post Oak bears S 83-1/4 deg. E 13.75 feet and an 8" Hickory bears S 18-1/2 deg. W 19.60 feet;

THENCE S 00° 18' 00" E with the W.B. line of said J. Duprey Survey, at 605.83 feet pass on line a concrete monument at the S. W. corner of said J. Duprey Survey, at 729.66 feet intersect the N.B. line of a graded public road, a 3/8" iron rod for corner;

THENCE N 70° 38' 20" W with the N.B. line of said graded

464.
public road, at 664.96 feet intersect the Northwest boundary line of the aforesaid James McCoy Survey, found a 3/4" iron pipe for corner in the N.B. line of said graded public road;

THENCE N 50° 45' 49" E with the Northwest boundary line of said James McCoy Survey, at 805.03 feet the point and place of beginning, containing 5.245 acres of land.

The Second Party specifically excludes and reserves unto itself, its sucesors and assigns, 100 percent of the oil, gas and other hydrocarbons on or that may be produced from that certain land hereinabove designated as "Tract One - Vernon Parish, Louisiana", however, Second Party, its successors and assigns, shall not have the use of any part of the surface of such land, and oil, gas and other hydrocarbons underlying such land may be produced only by directional drilling or unitization, without any use of any part of the surface thereof. It is recognized hereby that the reservation made herein does not include any reservation of sulphur or any part of the solid minerals situated on or under such land and First Party, their successors and assigns shall have the full rights, interest and title in and to all such solid minerals.

The properties herein conveyed are subject to such leases, servitudes, rights of way, easements and mineral and royalty reservations and conveyances, that may be recorded prior to the recordation of this act of exchange. Further, it is mutually understood and agreed by the parties hereto that all of the minerals related to all of the properties herein described and exchanged, except as stated in the paragraph immediately preceding, have been reserved by previous owners.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value.

And as further consideration hereof, the parties do each waive the right to rescind the exchange for failure of consideration or title to the property exchanged and declare that they are perfectly satisfied with the exchange as made.

Property taxes on the property being conveyed by each party hereto have been paid through and including the year 1982. Property taxes on said property for the year 1983 have been prorated to the

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date of this agreement, and the party hereto which is the respective vendee of each such tract of land acknowledges the receipt and sufficiency of such pro rata amount of taxes and agrees that the 1983 property taxes on said land will be paid by the party acquiring the property.

The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

TO HAVE AND TO HOLD the said properties, the one to the other, their successors and assigns.

The Certificate of Mortgages is hereby waived by the parties and evidence of payment of taxes produced.

THUS DONE AND SIGNED by J. HOKE PEACOCK, II and LOU ANN PEACOCK at Beaumont, Texas, on this 16th day of June, 1983, in the presence of the undersigned competent witnesses, and me, Notary.

WITNESSES:

Cindy Morgan
Lisa Bouillon

J. Hoke Peacock, II
Lou Ann Peacock
J. HOKE PEACOCK, II
LOU ANN PEACOCK

BEFORE ME: Jay Roberts
NOTARY PUBLIC

THUS DONE AND SIGNED by OWENS-ILLINOIS, INC. at Toledo, Ohio, on this 16th day of June, 1983, in the presence of the undersigned competent witnesses, and me, Notary.

WITNESSES:

Walter H. Farnell
Pat Waring

OWENS-ILLINOIS, INC.

By: C. G. Nielsen
Vice President, Forest Products Group

BEFORE ME: Thomas L. Young
NOTARY PUBLIC
THOMAS L. YOUNG
Attorney-at-Law
Notary Public — State of Ohio
My Commission has no expiration date.

510052

FILED

FIBER OPTIC CABLE
RIGHT OF WAY AGREEMENT

'97 MAY 5 AM 9 25
Leah Davis
DY. CLERK OF COURT
VERNON PARISH, LA.

STATE OF LOUISIANA §

PARISH OF VERNON §

KNOW ALL MEN BY THESE PRESENTS:

THAT **TEMPLE-INLAND FOREST PRODUCTS CORPORATION**, a Delaware corporation ("Grantor"), represented by Jack C. Sweeny, its duly authorized Group Vice President - Forests Division, and Harold C. Maxwell, its duly authorized Group Vice President - Building Products, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents and subject to the terms and conditions hereinafter set forth, GRANT, CONVEY and DELIVER unto **WORLDCOM NETWORK SERVICES, INC.**, a DELAWARE corporation ("Grantee"), whose address is P.O. Box 21348, Tulsa, Oklahoma 74121, a right of way and servitude (the "Easement") to construct, operate, maintain, patrol, inspect, repair, replace and remove a fiber optic cable upon, over and across a strip of land ten feet wide in Vernon Parish, Louisiana, Section 15, Township 1 South, Range 9 West, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (the "Property").

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, until construction and installation of its facilities are completed, and for so long thereafter as the Easement is used for the purposes herein granted; provided, however, that no temporary cessation of not longer than twelve consecutive months shall be deemed a failure in such respect; and whenever the Property shall cease to be actually used by Grantee for the installation, maintenance, repair and operation of facilities used and to be used for the purposes for which this Easement is granted, then and thereupon this conveyance shall be null and void and the Easement shall absolutely and automatically revert without any necessity for suit or reentry to the Grantor, its successors or assigns; and no act or omission on the part of any of them shall be a waiver of the operation or enforcement of this condition.

This Easement is subject to any reservation, exception or conveyance in the prior chain of title of the oil, gas or minerals, in, on or under the Property, or to any easements, exceptions or reservations pertaining to the Property.

If Grantor desires to construct, or to give others the right to construct, any improvements, such as roads, railroads, canals, ditches, utility lines, pipelines or other structures, that will cross this Easement, it shall have the right to do so without assumption

510052

of liability. In that event, upon reasonable notice by Grantor to do so, Grantee, at its sole cost and risk, shall raise or lower its facilities as may be necessary to eliminate any interference with the construction, maintenance and use of such improvement or structure over or under Grantee's facilities, and Grantee shall encase or otherwise protect its facilities from any damage or injury that might result from the construction, maintenance, or use of such improvement or structure.

Grantor reserves to itself, its successors and assigns, the free, perpetual and uninterrupted right and privilege of passage, in, along, upon, across and over the Property with foot, vehicle and animal traffic, and the right to fully use and enjoy the Property for any other purposes, except as may be necessary for Grantee to utilize the Easement for the purposes herein granted. Therefore, Grantee, by the acceptance hereof, agrees, except as hereinafter provided, to bury its facilities at a sufficient depth below ground level so that such facilities will not be damaged by and will not interfere with normal cultivation of the land in the Easement for crops, or the crossing thereof by foot, vehicle and animal traffic, including all types of logging vehicles, tractors and logging equipment customarily used in logging operations, or that such facilities will be erected a sufficient height above ground level so as not to be damaged by, nor interfere with, the crossing and use of the Easement by Grantor for the purposes herein mentioned and similar purposes; provided, however, Grantee may locate on the surface of the Property such appurtenances to the facilities as are necessary in order for Grantee to utilize this Easement.

Grantor hereby reserves all of the oil, gas and other minerals in and under the Property, but waives the right to conduct on the surface of the Property actual mining, drilling, producing, or manufacturing operations; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Easement and that none of the operations shall be conducted so near the surface of the land in the Easement as to interfere with the intended use hereof or damage, jeopardize or endanger the facilities of Grantee located upon the Property.

Grantor hereby reserves and shall have the right to the salvage of all timber on the Property. Grantee will notify Grantor in writing at least thirty (30) days before Grantee desires to begin operations so that Grantor will have an opportunity to remove the timber. In the event Grantor has not cut, felled and removed the merchantable timber before Grantee begins operations, then Grantee may cut and fell such timber. All merchantable timber shall be cut in full length logs and stacked along the right-of-way at convenient locations for salvage by Grantor. Grantee will keep Grantor informed of the timber cut and of the places where it is stacked.

Any underground utility line or cable shall be buried and covered with a minimum of thirty-six (36) inches of soil.

If Grantor fences all or any part of its lands and premises across which this Easement is granted, Grantor shall have the right to construct fences across the Easement

at such places as it may deem proper provided that Grantor shall construct adequate gates or cattle guards in such fences at places where any fence crosses the Easement, and Grantee shall assist Grantor in keeping any gates closed and fastened at all times.

Grantee agrees to pay off and discharge all damages of whatever character or description to all persons and parties, including Grantor, by reason of, resulting from, or arising out of, the construction, maintenance, operation, repair and removal of the facilities and appurtenances, so as to protect Grantor, its successors and assigns, therefrom, and to indemnify and hold Grantor harmless against any loss or damage on such account, including court costs and reasonable attorney's fees.

Grantee agrees to clean up the debris caused by the construction, operation, maintenance, repair and removal of its facilities and appurtenances thereto, in a workmanlike manner, so as to leave the Easement free from fire hazards, leveled and in clean condition.

Witness my hand at Diboll, Texas, in the presence of Gayle Brooks
and Honey Casey, lawful witnesses, on this 12th day of August, 1996.

"GRANTOR"

TEMPLE-INLAND FOREST PRODUCTS CORPORATION

Witness:

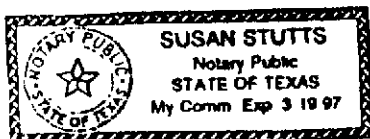
By: Jack C. Sweeny
Jack C. Sweeny,
Group Vice President - Forests Division

Gayle Brooks
Honey Casey

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on this 12th day of August, 1996, by Jack C. Sweeny, Group Vice President - Forests Division of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, on behalf of said corporation.



Susan Stutts
Notary Public, State of Texas

Witness my hand at Diboll, Texas, in the presence of Ginger Capps
and Karen Lee, lawful witnesses, on this 12th day of August,
1996.

By: Harold C. Maxwell
Harold C. Maxwell,
Group Vice President - Building Products

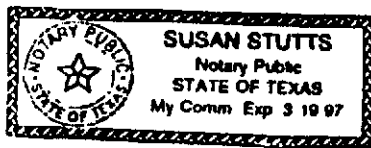
Witness:

Ginger Capps
Karen Lee

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on this 12th day of August, 1996,
by Harold C. Maxwell, Group Vice President - Building Products of TEMPLE-INLAND
FOREST PRODUCTS CORPORATION, a Delaware corporation, on behalf of said
corporation.



Susan Stutts
Notary Public, State of Texas

"GRANTEE"

WORLDCOM NETWORK SERVICES, INC.

By: Gary L. Shaw
Title: _____

Witness: [Signature]



STATE OF OKLAHOMA §

COUNTY OF TULSA §

This instrument was acknowledged before me on the 10th day of OCTOBER, 1996, by GARY V. SHAW, of WorldCom Network Services, Inc., a DELAWARE corporation, on behalf of said corporation.



James F. Schell
Notary Public, State of OKLAHOMA

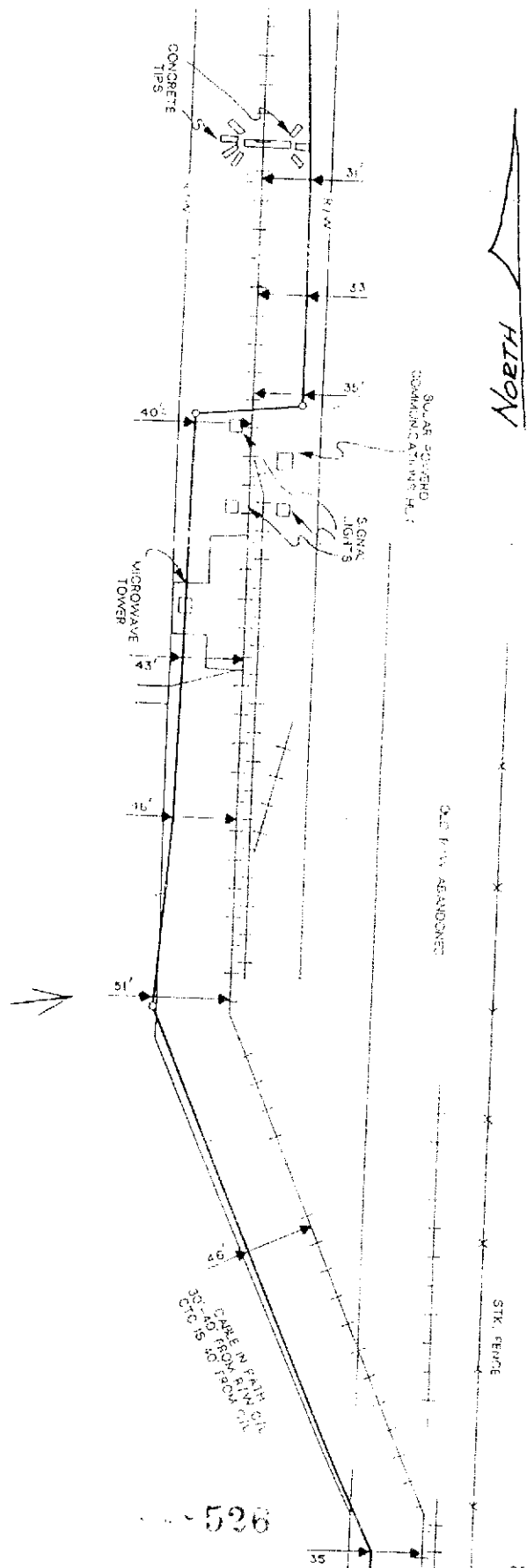
My commission expires: MARCH 3, 1997

Exhibit 'A'

Being an easement 10 feet in width, 5 feet each side of the underground communication cable as it now exists on Section 15, Township 1 South, Range 9 West, Vernon Parish, Louisiana. This Easement shall exist between Engineering Station 4565+91 and Station 4567+91 as shown on "As Built" drawing No. A-D-DLHS-01380 and cover that portion that lies outside the Kansas City Southern Rail Road Right-Of-Way.

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A-D-DLHS-01380



4590+14 RT. 31° E

4586+64 RT. 31° E

4583+78 P.I. LT, RT. -
CDX 11KR.
4583+58 P.I. RT, LT. -
CDX 11KR.

4576+65 LT. 40° E

4571+39 LT 46° E TR

4566+71 P.I. RT, LT. 51
CDX 11KR.

4560+60 LT. 45° E

4559+87 P.I. 680

Less and except for the property located in 2.98 acres +/- in Section 10
T1S R9W

492163

LIMITED WARRANTY DEED

FILED
'95 JUN 23 AM 11 54
Janette Sue
BY CLERK OF COURT
VERNON PARISH, LA.

STATE OF LOUISIANA §
PARISH OF VERNON § KNOW ALL MEN BY THESE PRESENTS:

That **TEMPLE-INLAND FOREST PRODUCTS CORPORATION**, a Delaware corporation ("GRANTOR"), represented and appearing herein through Glenn A. Chancellor, Group Vice President - Forests Division of GRANTOR and Robert G. Luttrell, Vice President - Administration of GRANTOR, pursuant to that certain Resolution of the Board of Directors, adopted on October 12, 1988, a certified copy of which was filed of record in the official records of Vernon Parish, Louisiana, for and in consideration of the sum of FIFTY-THOUSAND AND NO/100 DOLLARS (\$50,000.00) to GRANTOR in hand paid by **SOUTHERN WOOD PROCESSING, INC.** ("GRANTEE"), whose address is Rt. 5, Box 560, DeRidder, Louisiana 70634, receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, subject to the reservations and exceptions herein appearing, with full subrogation to all of its rights and actions of warranty against all former owners and vendors, unto GRANTEE, all that certain lot or parcel of land being approximately 50 acres situated Township 1 South, Range 9 West, Parish of Vernon, State of Louisiana, and being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference.

All taxes up to and including 1994 are paid. Taxes for the year 1995 will be pro-rated.

This conveyance is made and accepted subject to the following:

- 1. Any reservation or conveyance, in the prior chain of title, of the oil, gas, or other minerals.

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2. Any easements, covenants, rights-of-way, restrictions, or reservations which may appear on record in the office of the Clerk of Court in the Parish where the Property is located.
3. Any portion of the Property lying within the boundary of a road or roadway.
4. Any existing oil and gas leases relating to the Property to the extent same are still in effect.
5. Rights of parties in possession.
6. Any discrepancies, conflicts or shortages in the area of boundary recitations which a survey of the Property would reflect.
7. Any visible or apparent easements or rights-of-way across or upon the Property.
8. Any reservations and restrictions that apply to the title to the Property, including utility and flowage easements.

GRANTOR reserves all of the oil, gas and other minerals in and under the Property, with full rights of ingress and egress for the purpose of searching for, drilling, and/or mining for, producing, developing, using, saving, manufacturing and transporting any of such oil, gas or minerals by pipelines or vehicles, except that GRANTOR is not reserving minerals which must be removed, mined, or developed by open pit, strip mining or other type of removal which would destroy or render substantially unusable the surface of the Property, including, but not limited to coal, lignite, gravel, iron ore, and sand.

GRANTOR reserves all merchantable timber situated on the Property and GRANTOR reserves the right for a period of 30 days from the date of this Deed to cut and remove, at GRANTOR's expense, timber together with full rights of ingress and egress across the Property for such purposes. The term "merchantable" means timber which is merchantable at any time within the two year severance period. GRANTEE acknowledges

that GRANTOR will not perform clean-up work behind the cutting and that the Property will not be site-prepared after timber severance."

TO HAVE AND TO HOLD the Property, subject to the above reservations and exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, its successors and assigns forever, and GRANTOR, does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH OR UNDER GRANTOR, BUT NO FURTHER.

Witness my hand at Diboll, Texas, in the presence of
John R. Monk, Jr. and DAVID GRIMM, lawful witnesses,
on this 22nd day of June, 1995

TEMPLE-INLAND FOREST PRODUCTS CORPORATION

By: Glenn A. Chancellor
Glenn A. Chancellor,
Group Vice President - Forests Division

WITNESS:

John R. Monk, Jr.
David Grimm

Witness my hand at Diboll, Texas, in the presence of
Ruth Ruby and Becky Childers, lawful witnesses,
on this 22nd day of June, 1995.

By: Robert G. Luttrell
Robert G. Luttrell,
Vice President - Administration

WITNESS:

Ruth Ruby
Becky Childers

Witness my hand at DeRidder, Louisiana, in the presence of
Sammie Jo Larkin and Cathy M. Hennesey, lawful witnesses,
on this 23rd day of June, 1995.

SOUTHERN WOOD PROCESSING, INC.

By: L. B. Blackmon, Jr.
L. Blackmon, Jr.,
President

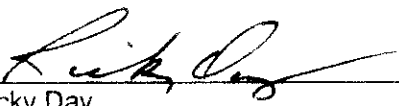
WITNESS:

Sammie Jo Larkin
Cathy M. Hennesey

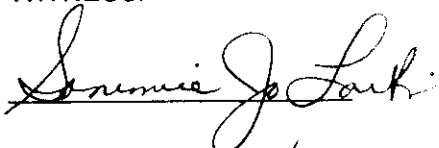
Witness my hand at DeRidder, Louisiana, in the presence of

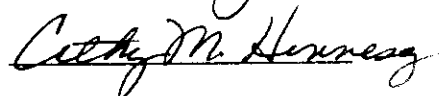
Sammie Jo Larkin and Cathy M. Hennessey, lawful witnesses,

on this 23rd day of June, 1995.

By: 
Ricky Day,
Secretary and Treasurer

WITNESS:

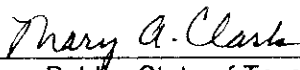
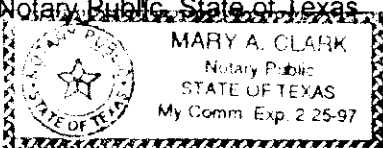




STATE OF TEXAS §

COUNTY OF ANGELINA §

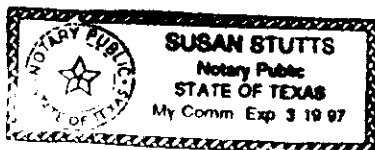
On this 22nd day of June, 1995, before me appeared Glenn A. Chancellor, to me personally known, who, being by me duly sworn, did say that he is the Group Vice President - Forests Division of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of the corporation.


Notary Public, State of Texas


STATE OF TEXAS §

COUNTY OF ANGELINA §

On this 22nd day of June, 1995, before me appeared Robert G. Luttrell, to me personally known, who, being by me duly sworn, did say that he is the Vice President - Administration of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of the corporation.




Notary Public, State of Texas

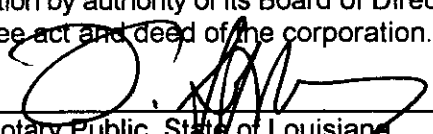
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STATE OF LOUISIANA §

PARISH OF BEAUREGARD §

On this 23rd day of June, 1995, before me appeared L. Blackmon, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of SOUTHERN WOOD PROCESSING, INC., a Louisiana corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of the corporation.


Notary Public, State of Louisiana

STATE OF LOUISIANA §

PARISH OF BEAUREGARD §

On this 23rd day of June, 1995, before me appeared Ricky Day, to me personally known, who, being by me duly sworn, did say that he is the Secretary and Treasurer of SOUTHERN WOOD PROCESSING, INC., a Louisiana corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of the corporation.

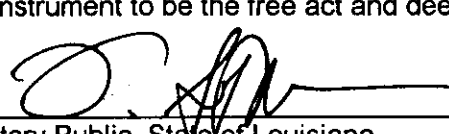

Notary Public, State of Louisiana

EXHIBIT "A"

A part of the Northwest 1/4 of Section 10, the Southeast 1/4 of Section 4, the Northeast 1/4 of Section 9 and also a part of the Southwest 1/4 of Section 3, all in Township 1 South, Range 9 West, Vernon Parish, La., described as follows: Commence at the Southwest corner of said SW 1/4 of Section 3; thence N 0°49'18" W along the West line of said SW 1/4 a distance of 330.93 feet to an existing 5/8" Rod and the Point of Beginning; thence N 89°26'31" E a distance of 1317.43 feet to a point 2.94' East of an existing 1" pipe; thence S 01°07'24" E a distance of 331.06 feet to an existing 1" pipe; thence S 01°07'24" E a distance of 119.05 feet to a set 2" Pipe at intersection with the Westerly Right of Way of U.S. Hwy. No. 171; thence S 69°12'03" W along said Right of Way a distance of 931.28 feet to a set 2" pipe; thence S 89°26'52" W a distance of 1455.00 feet to the east Right of way of Gas Pipeline and set 2" pipe; thence N 0°24'55" W along said right of way a distance of 1640.75 feet to the south right of way of existing gravel road and set 2" pipe; thence N 75°37'08" E along said right of way 76.62 feet; thence N 50°26'44" E a distance of 104.27 feet; thence N 28°25'17" E a distance of 141.24 feet; thence N 48°03'19" E a distance of 16.73 feet to the West line of said SW 1/4 of Section 3 and set 2" pipe; thence S 0°49'18" E along said west line a distance of 484.54 feet to the Point of Beginning. Containing 50 acres more or less.

This survey does not include research and investigation of Easements.

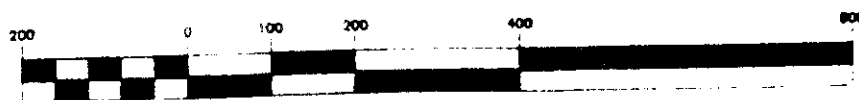
I hereby certify that this survey was made in accordance with the Minimum standards for Class C surveys.

Scale: 1 inch equals 200 feet
For: Ricky Day

Benson W. Sylvest, Jr.
Benson W. Sylvest, Jr., P.L.S.
La. Reg. No. 4633



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft. 460

505963

MEMORANDUM OF EASEMENT
AND RIGHT-OF-WAY
FOR PIPELINES

FILED
96 NOV 20 PM 12.25
Janette Bell
CLERK OF COURT
VERNON PARISH, LA.

STATE OF LOUISIANA

PARISH OF VERNON

This Agreement is made and entered into this 10th day of October, 1996, by and between TEMPLE-INLAND FOREST PRODUCTS CORPORATION, herein called "Grantor," and UNION PACIFIC RESOURCES COMPANY, whose address is 801 Cherry Street, Fort Worth, Texas 76102, hereinafter called "Grantee."

A. On August 29, 1995, Grantor and Grantee entered into a Master Agreement for Grant of Easement and Right-of-Way for Pipelines (the "Master Agreement").

B. This Memorandum of Easement and Right-of-Way for Pipelines is filed to evidence an easement and right-of-way from Grantor to Grantee pursuant to the Master Agreement.

For and in consideration of the sum of Ten Dollars and No/100ths Dollars (\$10.00), and other good and valuable consideration, to Grantor paid in hand by Grantee, receipt of which is hereby acknowledged, Grantor has granted, sold and conveyed, and does hereby grants, sell and convey, unto Grantee, its successors and assigns, a right-of-way and easement thirty feet in width, herein called "Grant of Easement and Right-of-Way for Pipelines", under, upon, over and through the lands of Grantor situated in Sections 18,19,20,21,22,23,24 & 25, Township 1 South, Range 9 West, Vernon Parish, Louisiana, such easement being described as follows:

SEE ATTACHED EXHIBIT "A" HERETO AND INCORPORATED HEREIN BY REFERENCE.

The Grant of Easement and Right-of-Way for Pipelines is made in accordance with and subject to all of the terms, covenants and other provisions of the Master Agreement. This Memorandum is placed of record for the purpose of giving notice of the Grant of Easement and Right-of-Way for Pipelines.

A copy of the original executed Master Agreement is in the offices of Grantor and Grantee where it is open to examination by interested parties during regular business hours.

EXECUTED this 10th day of October, 1996 before the undersigned, competent witnesses.

WITNESSES:

Gayle Brooks
Harvey Casey
Karen Lee
Mary Cavanaugh

Jack C. Sweeney
Temple-Inland Forest Products Corporation
By: Jack C. Sweeney, Group Vice President-
Forests Division
M. Richard Warner
Temple-Inland Forest Products Corporation
By: M. Richard Warner, Vice President

STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on this 10th day of October, 1996, by Jack C. Sweeny, Group Vice President-Forests Division TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, on behalf of said corporation and in the capacities therein stated.



Theresa Gale Risenhoover
Notary Public, State of Texas

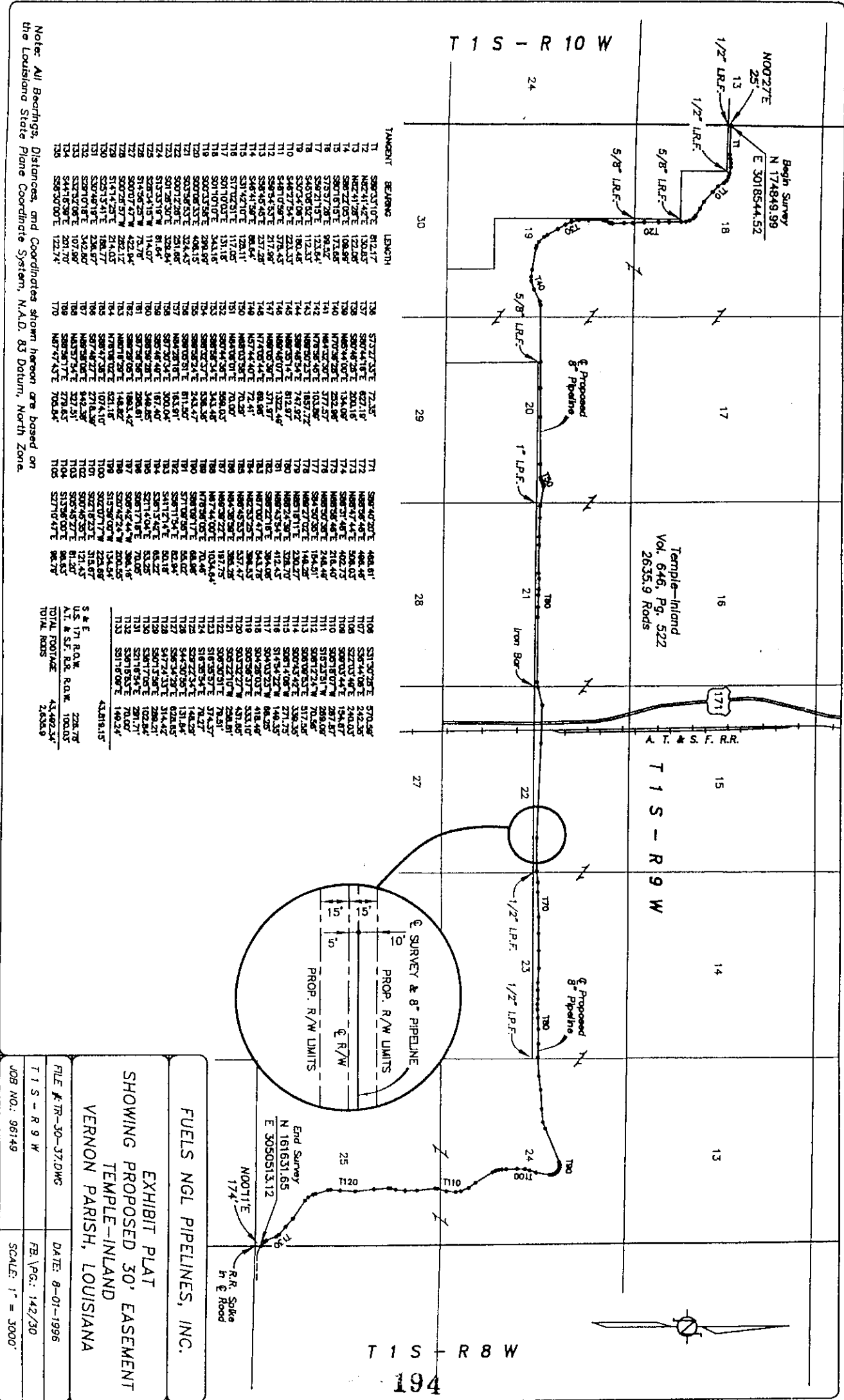
STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on this 10th day of October, 1996, by M. Richard Warner, Vice President TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation, on behalf of said corporation and in the capacities therein stated.



Theresa Gale Risenhoover
Notary Public, State of Texas



07:19:89:JTF:ss

454084

FILED # 0208
20-15
'89 AUG 7 PM 1 39
CLERK OF COURT
VERNON PARISH, LA.

LIMITED WARRANTY DEED

STATE OF LOUISIANA

§

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF VERNON

§

That TEMPLE-INLAND FOREST PRODUCTS CORPORATION, a Delaware corporation (herein referred to as "Grantor"), represented and appearing herein through Glenn A. Chancellor, Group Vice President - Forests Division of Grantor and Robert G. Luttrell, Vice President - Administration of Grantor, pursuant to that certain Resolution of the Board of Directors, adopted on October 12, 1988, a certified copy of which was filed of record in the official records of Vernon Parish, Louisiana, for and in consideration of the sum of FIVE THOUSAND SEVENTY AND NO/100 DOLLARS (\$5,070.00) to Grantor in hand paid by HOLLENBECK INVESTMENT, INC. (herein referred to as "Grantee") have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, subject to the reservations and exceptions herein appearing, with full subrogation to all of its rights and actions of warranty against all former owners and vendors, unto the said HOLLENBECK INVESTMENT, INC. (Mailing Address: 210 Calhoun Drive, Leesville, Louisiana 71446) all that certain lot or parcel of land situated in the Parish of Vernon, State of Louisiana, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

All taxes up to and including 1989 are paid. Taxes for the year 1989 will be pro-rated.

This conveyance is made and accepted subject to the following:

- (i) Any reservation or conveyance, in the prior chain of title, of the oil, gas, or minerals, in, on or under said Property.
- (ii) Any and all easements, servitudes, covenants, rights-of-way, restrictions and reservations which may appear of record in the office of the Clerk of Court of the Parish in which the Property is located specifically including but not limited to the

rights-of-way described in Volume 480, Page 524 and Volume P, Page 281.

- (iii) Any portion of the Property lying within the boundary of a road or roadway.
- (iv) Any and all existing oil and gas leases relating to the Property to the extent same are still in effect.
- (v) Rights of parties in possession.
- (vi) Any discrepancies, conflicts or shortages in the area or boundary recitations which a survey of the Property would reflect.
- (vii) Any visible or apparent easements or rights-of-way across or upon the Property.

Grantor hereby reserves unto itself all of the oil, gas and other minerals in and under said Property, with full rights of ingress and egress for the purpose of searching for, drilling, and/or mining for, producing, developing, using, saving, manufacturing and transporting any of such oil, gas and minerals by pipelines and/or vehicles, but it is specifically provided that Grantor is not reserving minerals of any type, including, but not limited to coal, lignite, gravel, iron ore, and sand, in, under and upon the Property which must be removed, mined, or developed by open pit, strip mining or other type of removal which would destroy or render substantially unusable the surface of the Property.

TO HAVE AND TO HOLD the above described premises, subject to the above reservations and exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his successors and assigns forever, and TEMPLE-INLAND FOREST PRODUCTS CORPORATION, does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the premises unto the GRANTEE, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH OR UNDER THE SAID TEMPLE-INLAND FOREST PRODUCTS CORPORATION, BUT NO FURTHER.

Witness my hand at Diboll, Texas, in the presence of
Mary A. Clark and Stacy L. Lucas, lawful witnesses,

on this 24th day of July, Anno Domini, One Thousand Nine Hundred and Eighty-nine (1989).

TEMPLE-INLAND FOREST PRODUCTS CORPORATION

By: Glenn A. Chancellor
Glenn A. Chancellor,
Group Vice President - Forests Division

WITNESS:

Mary A. Clark
Stacy L. Lucas

Witness my hand at Diboll, Texas, in the presence of Stacy L. Lucas and Ruth Ruby, lawful witnesses, on this 24th day of July, Anno Domini, One Thousand Nine Hundred and Eighty-nine (1989).

By: Robert G. Luttrell
Robert G. Luttrell,
Vice President - Administration

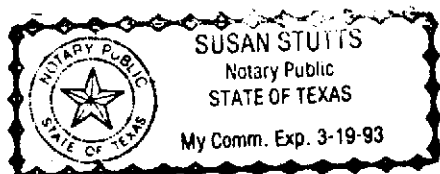
WITNESS:

Stacy L. Lucas
Ruth Ruby

STATE OF TEXAS §

COUNTY OF ANGELINA §

On this 24th day of July, 1989, before me appeared Glenn A. Chancellor, to me personally known, who, being by me duly sworn, did say that he is the Group Vice President - Forests Division of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, and that the seal affixed to the foregoing instrument is the corporated seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Glenn A. Chancellor, acknowledged said instrument to be the free act and deed of said corporation.

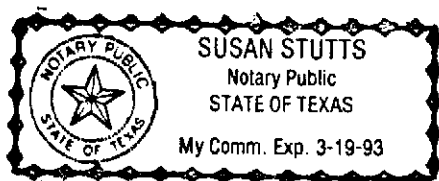


Susan Stutts
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ANGELINA §

On this 24th day of July, 1989, before me appeared Robert G. Luttrell, to me personally known, who, being by me duly sworn, did say that he is the Vice President - Administration of TEMPLE-INLAND FOREST PRODUCTS CORPORATION, and that the seal affixed to the foregoing instrument is the corporated seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Robert G. Luttrell, acknowledged said instrument to be the free act and deed of said corporation.



Susan Stutts
Notary Public, State of Texas

EXHIBIT "A"

A part of the Southwest 1/4 of the Northeast 1/4, and also a part of the South 1/2 of the Northwest 1/4 of Section 22, Township 1 South, Range 9 West, Vernon Parish, Louisiana described as follows: Beginning at the Southeast corner of said SW 1/4 of NE 1/4, Thence S 88° 59' 48" W, 2753.43 feet to the East right of way of K.C.S. Railroad, thence N 1° 23' 17" W, along said R.O.W. 107.0 feet to the centerline of a gravel road, thence S 88° 46' 47" E, along said centerline, 2756.22 feet to the point of beginning, containing 3.38 acres of land, more or less.

572

435600

Less and except for the property located 59.10
acres +/- in Section 15 T1S R9W

'86 OCT 1 PM 1 01

Jeanette Stephens
 CASH SALE OF PROPERTY \$ UNITED STATES OF AMERICA
 WITHOUT WARRANTY \$
 BY \$ STATE OF TEXAS
 OWENS-ILLINOIS, INC. \$
 TO \$
 TEMPLE-EASTEX INCORPORATED \$ COUNTY OF DALLAS

BE IT KNOWN, That on and effective this 30th day of the
 Month of September in the Year One Thousand Nine Hundred
 Eighty-Six (1986),

BEFORE ME, Nancy A. Vance, a Notary Public, duly commis-
 sioned and qualified in and for the State of Texas and County
 of Dallas, therein residing, and in the presence of the
 witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

OWENS-ILLINOIS, INC., an Ohio corporation, herein
 appearing through Keith N. Junk, a Vice President of
 Owens-Illinois, Inc., pursuant to the resolutions of the
 Board of Directors of Owens-Illinois, Inc., a certified
 copy of which is annexed;

Mailing Address: One SeaGate
 Toledo, Ohio 43666

Who declared that Owens-Illinois, Inc. (hereinafter
 referred to as "Vendor") does by these presents grant,
 bargain, sell, convey, transfer, assign, set over, abandon
 and deliver without any warranty whatsoever, even for the
 return of the purchase price, but with full substitution and
 subrogation in and to all the rights and actions of warranty
 which Vendor has or may have against all preceding owners and
 vendors, unto

TEMPLE-EASTEX INCORPORATED (hereinafter referred to as
 "Vendee"), a Delaware corporation, herein appearing
 through George S. Vorpahl, a Vice President of Vendee,
 pursuant to resolutions of the Board of Directors of
 Vendee, a certified copy of which is annexed;

Mailing Address: 303 South Temple Drive
 DiBoll, Texas 75941
 Attention: General Counsel

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property to-wit:

All of Vendor's remaining right, title and interest in and to all oil, gas and other minerals in, on, under or produced or producible from any ground situated in the State of Louisiana, in the Parish of Vernon, and all of Vendor's right, title and interest, if any, in and to all recorded and unrecorded oil, gas or other mineral leases affecting such real property, and including, but not limited to, all rights and interests of Vendor, if any, in and to all royalties, leases bonuses, delay rentals and shutin royalties arising from such leases, SAVE AND EXCEPT Vendor's rights, titles and interest, if any, in and to all of the oil, gas and other minerals in and under those tracts of land described as Exhibit A attached hereto. (All of the property and rights described in the above and foregoing is hereinafter referred to as the "Property".)

TO HAVE AND TO HOLD the Property (except as set forth above) unto the said Vendee, its successors and assigns forever.

Vendor does not reserve or retain any oil, gas or other minerals or any mineral royalty rights or any interest therein in, on, under, or produced or producible from any of the Property (except as set forth above).

This sale is made and accepted for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash, and good and othr valuable consideration, which the said Vendee has well and truly paid, the receipt and sufficiency thereof Vendor acknowledges and grants full acquittance and discharge therefor.

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All certificates are hereby waived and all parties hold the undersigned Notary Public harmless in the premises.

This sale is made subject to all matters of record in the official public records of Vernon Parish, Louisiana, to the extent the same are valid, subsisting and affect the Property.

THUS DONE AND PASSED, in my office in multiple originals at Dallas, Texas on the day, month and year herein first above written, in the presence of the undersigned competent witnesses who hereunto sign their names and with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

OWENS-ILLINOIS, INC.,
an Ohio Corporation

Thomas L. Young
Leslie K. O'Neal

By: Keith N. Junk
KEITH N. JUNK
Vice President

TEMPLE-EASTEX INCORPORATED,
a Delaware Corporation

By: George S. Vorpahl
GEORGE S. VORPAHL
Vice President

Nancy A. Vance
NOTARY PUBLIC

My Commission expires: 5-7-88



Nancy A. Vance
Notary Public State of Texas
Commission Expires 5-7-88

- - 575

EXHIBIT A
to

Non-Warranty Deed Dated September 30, 1986

TRACT 4, VERNON PARISH

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4), Section 16, Township 1 South, Range 9 West and in the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4), Section 15, Township 1 South, Range 9 West, Louisiana Meridian, Vernon Parish, Louisiana, more particularly described as follows:

Beginning thirty feet (30') West of the existing Southeast corner of the Southwest Quarter of the Northeast Quarter (SW/4 of NE/4) of Section 21, Township 1 South, Range 9 West; thence Northeasterly along centerline of existing United Gas pipeline right of way a distance of 3,875 feet to a point in the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section 16, Township 1 South, Range 9 West at which point said pipeline turns left 5 degrees 45 minutes; thence North 87 degrees 23 minutes East 223.7 feet to the Point of Beginning;

Thence North a distance of 165 feet to a point;
Thence North 84 degrees 12 minutes East a distance of 396 feet to a point;
Thence East 231 feet to a point in the West right of way boundary of U.S. Highway 71;
Thence South 40 feet to a point;
Thence West 231 feet to a point;
Thence South a distance of 175 feet to a point;
Thence South 84 degrees 12 minutes West a distance of 396 feet to a point;
Thence North a distance of 50 feet to the Point of Beginning, described parcel containing 2.167 acres of land, more or less.

LESS AND EXCEPT that certain parcel of land located in Section 24, Township 1 North, Range 10 West, herein more particularly described as follows:

THE Southeast Quarter of the Southwest Quarter (SE/4 of the SW/4), the Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 of SW/4) and more particular described as follows, to-wit:

Beginning at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW/4 of SW/4) and thence run East 87 feet for a point of beginning; thence run North 9 degrees East 205 feet; thence run South 82 degrees East 1,846 feet; thence run South 5 degrees West 1,168 feet; thence run West to the Quarter line of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 24, 431.5 feet; thence run North along the West line of the Southeast Quarter of the Southwest Quarter (SE/4 of SW/4) of Section 24 approximately 1,306 feet; thence run along the South line of the Northwest Quarter of the Southwest Quarter (NW/4 of SW/4) of Section 24 this piece of 1,230 feet back to the point of beginning, containing approximately 19.36 acres more or less.

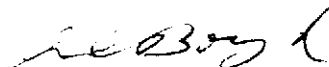
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CERTIFIED COPY OF RESOLUTIONS OF
BOARD OF DIRECTORS OF OWENS-ILLINOIS, INC.

I, Alan C. Boyd, Secretary of Owens-Illinois, Inc., hereby certify that the attached Resolutions are true, correct and complete resolutions of the Board of Directors of such Company as adopted by unanimous action of said Board of Directors at its duly called and constituted meeting held on February 13, 1986 at which a quorum was present and acting throughout and that the same have not been modified, amended or altered in any respect and are on this date in full force and effect.

I further certify that the final form of any and all agreements pertaining to the subject matter of the attached Resolutions were fully approved by the Chairman and the General Counsel of Owens-Illinois, Inc.

IN WITNESS WHEREOF, I have executed this certification and affixed the seal of Owens-Illinois, Inc. this 30th day of September, 1986.



Alan C. Boyd, Secretary

Directors, February 13, 1986

RESOLVED, that this Board hereby approves the minutes of the February 3, 1986 meeting of the Executive Committee of this Board as submitted and ratifies, approves and confirms all actions of the Executive Committee recorded therein.

RESOLVED FURTHER, that this Board hereby ratifies, approves and confirms action taken by the officers of the Company on behalf of the Company in entering into an agreement or agreements with Temple-Inland Inc., or its designees ("Temple"), for (a) the sale and disposition to Temple of (i) the Company's complex of properties consisting of its unbleached kraft linerboard manufacturing facility located at Orange, Texas, its timberlands (including mineral rights) located in the States of Texas and Louisiana consisting of 259,000 fee acres, more or less, and 10,500 leased acres, more or less, and the Company's equity interest in the Sabine River & Northern Railroad Company, and (ii) the Company's corrugated container manufacturing plants located at Minden, Louisiana, Minneapolis, Minnesota, and Tracy, California, for a sale price of \$228,000,000 payable in cash, adjusted as provided in a Letter of Intent ("Letter of Intent") executed on February 3, 1986 between the Company and Temple, a copy of which was presented to this Board; (b) the grant to Temple of a right of first refusal, and the receipt by the Company of an option to sell to Temple for \$2,000,000, the Company's plywood manufacturing and stud mill facility located at Jasper, Texas; and (c) the purchase by the Company of certain quantities of boxes and linerboard during the three year period following closing of the sale; such sale, first refusal, option, and purchase agreements to be upon such other terms and conditions as are set out in the Letter of Intent, subject to such changes as may be approved by the Chairman and the General Counsel;

RESOLVED FURTHER, that in connection with the sale of assets described in the foregoing paragraph, this Board hereby finds and determines that the fair value of the shares and debt of the Sabine River & Northern Railroad Company owned by the Company is not in excess of \$10,000,000.

RESOLVED FURTHER, that the appropriate officers of the Company be, and they hereby are, authorized by the Company to enter into such agreements, to execute and deliver any and all contracts, assignments, bills of sale, transfer instruments, and other documents, and to perform any and all such acts, as in their judgment may be necessary, convenient or proper to accomplish the purposes of the foregoing resolutions.

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TEMPLE-EASTEX INCORPORATED
SECRETARY'S AND INCUMBENCY CERTIFICATE

The undersigned Secretary of Temple-Eastex Incorporated, a Delaware corporation ("Temple-Eastex"), does hereby certify that:

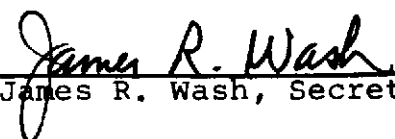
1. I am the duly elected and acting Secretary of Temple-Eastex and, as such, I am familiar with the contents of Temple-Eastex's corporate and business records and have first-hand knowledge regarding the matters described in this Certificate.

2. Attached hereto as Exhibit 1 is a true, correct and complete copy of certain resolutions adopted by the Board of Directors of Temple-Eastex by unanimous written consent dated July 1, 1986 authorizing the performance of the actions to be taken by Temple-Eastex under the Timberlands Purchase Agreement dated June 30, 1986 by and between Temple-Inland Inc. and Owens-Illinois, Inc. Such resolutions have not been amended, repealed, annulled or revoked, and remain in full force and effect as of the date hereof and constitute all of the action taken and all of the resolutions adopted by the Board of Directors of Temple-Eastex relating to the subject matter of such resolutions.

3. Each person named below is the duly elected or appointed and qualified officer of Temple-Eastex and holds the office set forth after his name below, and the signature of each such person signing any document, certificate or instrument delivered by Temple-Eastex in connection with the closing under the aforesaid agreements is his genuine signature:


<u>Name</u>	<u>Office</u>
George S. Vorpahl	Vice President
Roger D. Ericson	Assistant Secretary

IN WITNESS WHEREOF, I have signed this Certificate this 30th day of September, 1986.


James R. Wash, Secretary

The undersigned Assistant Secretary of Temple-Eastex does hereby certify that James R. Wash is the duly elected or appointed and qualified Secretary of Temple-Eastex, and that the above signature is his genuine signature.

IN WITNESS WHEREOF, I have signed this Certificate this 30th day of September, 1986.



Roger D. Ericson,
Assistant Secretary

EXHIBIT 1

UNANIMOUS CONSENT
OF THE BOARD OF DIRECTORS OF
TEMPLE-EASTEX INCORPORATED

We the undersigned, being all of the Directors of Temple-Eastex Incorporated (the "Company"), do hereby consent to the adoption of, and do hereby approve and adopt, the following resolutions by unanimous written consent pursuant to Section 141 (f) of the General Corporation Law of the State of Delaware:

BE IT RESOLVED, that the Company be, and it hereby is, authorized to purchase fee title to, and leasehold interests in, certain timberlands and mineral interests located in Texas and Louisiana, upon and subject to the terms and conditions of that certain Purchase Agreement (the "Assets Agreement") dated June 30, 1986, by and between Owens-Illinois, Inc. ("Owens") and Temple-Inland Inc. ("TIN"), and that certain Timberlands Purchase Agreement dated June 30, 1986, by and between Owens and TIN (the "Timberlands Agreement"); and

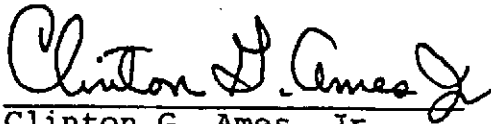
BE IT FURTHER RESOLVED, that the President, the Treasurer, the Secretary and each Vice President of the Company be, and each of them acting individually without the other is, authorized, empowered and directed for and in the name and on behalf of the Company to perform all acts and do all things that are required to be done, observed, performed, or discharged by the Company in accordance with the terms and provisions of, or that the respective officer in his sole discretion may deem necessary or appropriate to consummate the transactions contemplated by, the Assets Agreement and the Timberlands Agreement, including but not limited to executing and delivering that certain Timberland Lease Agreement dated July 1, 1986, by and between the Company and Owens, with such certificates, agreements, instruments, or other documents as the respective officer, in his sole discretion, may deem necessary or appropriate, his taking of any such action, or his execution and delivery of any such certificate, agreement, instrument, or other document, being conclusive evidence that he did so deem the same to be necessary or appropriate; and

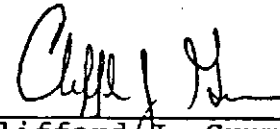
BE IT FURTHER RESOLVED, that the Secretary and each Assistant Secretary of the Company be, and each of them acting individually without the other is, authorized, empowered and directed for and in the name and on behalf of the Company to certify and attest any documents, signatures, capacities or other matters that he or she may deem necessary or appropriate to effect the performance of the Company's actions to be taken under, or to consummate the transactions contemplated by, the Assets Agreement and

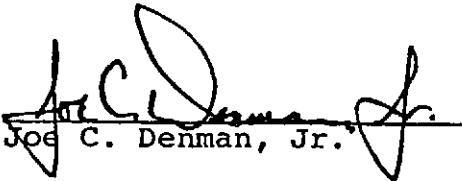
the Timberlands Agreement, provided that no such certification or attestation shall be required for the validity of any particular document; and

BE IT FURTHER RESOLVED, that any and all actions and transactions by any of the officers or representatives of the Company for and on behalf of and in the name of the Company in connection with the transactions contemplated by the Assets Agreement and the Timberlands Agreement prior to the adoption of the foregoing resolutions be and they are hereby ratified, adopted, confirmed and approved in all respects for all purposes.

EXECUTED, as of the 1st day of July 1986.


Clinton G. Ames, Jr.


Clifford J. Grum


Joe C. Denman, Jr.


W. Wayne McDonald


Roger V. Ericson

402330

Rose Daphner

STATE OF LOUISIANA)
) KNOW ALL MEN BY THESE PRESENTS:
PARISH OF VERNON)

1. Installation and Construction. Grantee shall

install said electric distribution line, poles, stubs, anchors and all other appurtenances thereto entirely within the above-described easement and right-of-way area and such construction, maintenance, replacement and removal shall be done in a good, safe and workmanlike manner in accordance with good construction and engineering principles. Grantee covenants and agrees, by exercise of any of the rights granted herein, that it shall maintain said electric distribution line, poles, stubs, anchors and all appurtenances thereto in a state of good and safe condition and repair at all times.

If it shall be necessary for Grantee, in the course of improving or disturbing the area subject to this easement and right-of-way, to dig, remove, grade, or otherwise alter the surface or subsurface of the real property subject to this grant or to interfere with any improvements thereon, including landscaping, roadways, gates and fences, Grantee shall restore the property and/or improvements to at least the same condition in which they were prior to such alteration, including the replacement of all topsoil, to the extent that this is reasonably possible.

2. Ingress and Egress. Grantee shall have the right of ingress and egress to and from said easement and right-of-way area over presently existing and/or future roads.

3. Failure to Construct and Abandonment. In the event Grantee shall fail to construct said electric distribution line system within two (2) years from the date hereof, or if after construction of said system Grantee abandons the same for a period of one (1) year, then in either event all rights herein granted shall automatically terminate and revert to and revest in Grantor, its successors and/or assigns, without the necessity of notice or re-entry.

Upon such abandonment or termination of this easement and right-of-way, Grantor may thereafter remove all items from the easement and right-of-way area, including lines, poles, machinery, equipment and other appurtenances, and treat them as

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Grantor's property by giving, selling, scrapping, junking or abandoning them as Grantor shall, in its sole discretion, determine without any accountability or liability for said item or proceeds thereof and/or for charges of conversion.

Grantee, on abandonment and at Grantor's option, shall be liable for the expense or removal of said distribution line and all other appurtenances and equipment associated therewith.

4. Reservation of Use. Grantor, for itself, its successors and assigns, reserves the right to cross and construct a road or roads across the easement and right-of-way area, and further reserves the right to use said easement and right-of-way area for any purpose which will not unreasonably interfere with the rights herein granted.

5. Right to Cut. Grantor reserves title to, and the right to remove, any and all merchantable timber located on the easement and right-of-way area; provided, however, Grantee may cut standing timber within the easement and right-of-way area and pile the merchantable portion thereof on Grantor's property at the direction of Grantor's representative(s). Grantee shall have the right to cut and trim those trees growing on said area, after the initial clearing, that are of such height as to be a potential hazard to said electric distribution line. In the event any trees that are growing outside of the easement and right-of-way area are deemed by Grantee to interfere with the electric distribution line, Grantor, after notification by Grantee, shall assess the damage to be caused by the removal of such trees or such parts as may cause interference. Grantor shall base the assessment on the then current price(s) charged by Grantor for such products, or if there is no such price, the assessment shall be based upon the current market price(s) for such products. If there is neither a current price charged by Grantor nor a current market price for such products, then the assessment shall be based upon the reasonable value of such products. Upon paying such an assessment to Grantor, Grantee may remove such trees or interfering parts in the manner prescribed

by Grantor.

6. Indemnification. Grantee agrees to indemnify and hold Grantor harmless from and against (a) any and all damage(s) to the property of Grantor, including but not limited to crops, timber, livestock and improvements situated on or off the easement and right-of-way area, and (b) any and all liability or claim(s) of liability to Grantor, Grantee, or any of their employees, agents, contractors, or subcontractors, and/or to any third party, for damage or injury to or death of any person(s) or damage to any property that may arise out of or be connected with the presence of Grantee, its employees, agents, contractors or subcontractors upon Grantor's property and/or the exercise by Grantee of any of the rights herein granted, save and except such damage(s) or injuries as are caused by the sole negligence of Grantor, its contractors or employees.

7. Breach and Termination. In the event Grantee shall breach any of the terms and conditions set out herein and shall remain in default for a period of thirty (30) days following notification thereof, all rights herein granted shall immediately terminate and revert to and revest in Grantor, its successors and/or assigns. Should Grantee desire to remove its electric distribution line and its associated equipment and appurtenances following termination, Grantee must request such desire in writing, no later than sixty (60) days after the termination date and complete such removal at Grantee's own expense within thirty (30) days following the granting of its request, returning the affected area to its condition prior to the commencement of this grant.

Failure to comply with the aforementioned requirements shall give Grantor the right to conclusively presume that Grantee has abandoned the distribution line, its equipment and all other appurtenances of whatever nature and Grantee shall be subject, at Grantor's option, to liability for the expense of removal of the same as outlined above.

8. Mineral Rights. This grant does not convey any

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interest in any oil, gas or other minerals, in, on or under the above-described easement and right-of-way area, and is subject to all rights existing in Grantor or any third party.

9. Notification. All notices shall be in writing and sent to Grantee:

Owens-Illinois, Inc.
P. O. Box 4000
Orange, Texas 77630

and to Grantee: Attention: Manager of Western Woodlands

Beauregard Electric Cooperative, Inc.
P. O. Drawer 529
DeRidder, Louisiana

Attention: Right-of-Way Supervisor

by certified mail.

10. Headings. This instrument's heading and all paragraph headings are for quick reference and convenience only, and do not alter, amend, or otherwise affect the terms and conditions appearing herein.

All provisions of this instrument shall inure to the benefit of and be binding upon the parties as set out herein, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 28th day of September, 1982.

IN THE PRESENCE OF:

Edith P. Lang

OWENS-ILLINOIS, INC.

By C. D. Nielsen
Vice President, Forest
Products Division

ATTEST:

Robert C. Martin

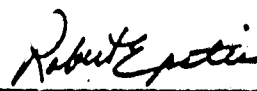
Thomas E. Young
Assistant Secretary

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STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

Before me the undersigned authority, a Notary Public, on this day personally appeared C. P. Nielsen, Vice President, Forest Products Division of Owens-Illinois, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be such officer of Owens-Illinois, Inc., and acknowledged to me that the same was the act of the said Owens-Illinois, Inc., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this 28th day of September, 1982.



Notary Public

EDUCATION
HON. JUDGE, S. H. J. 1983
177 Columbus Street, Dayton, Ohio 45403

538

353686

W.O. 1902-360

ELECTRIC DISTRIBUTION LINE

EASEMENT AND RIGHT-OF-WAY

STATE OF LOUISIANA X

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF VERNON X

THAT, OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, and qualified to do business in the State of Louisiana (hereinafter called "GRANTOR"), for and in consideration of the payment of Ten Dollars (\$10.00) cash in hand paid by CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana corporation (hereinafter called "GRANTEE"), and other good and valuable considerations, hereby grants to GRANTEE, its successors and assigns, subject to the following terms and conditions, an easement and right-of-way twenty (20) feet or less in width for an electric distribution line system consisting of a single line of poles together with electric circuits and all necessary and/or desirable appurtenances thereto, with the right to erect, construct, maintain, operate, inspect, replace, repair, patrol, and remove said poles, electric distribution lines, guy wires, stubs, conduits, and other usual fixtures for the maintenance and operation of said system with all necessary anchors and braces to properly support the same upon, over and across those certain tracts and/or parcels of land owned by GRANTOR and located in Sections 3, 10 and 15, Township 1 South, Range 9 West, Vernon Parish, Louisiana. The erection line of said easement and right-of-way area is more particularly described as follows and also shown on Exhibit A attached hereto and made a part hereof:

FILED

OCT 11 1977

Paul D. Boucher
 CLERK OF COURT
 VERNON PARISH, LA.

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BEGINNING at an existing Central Louisiana Electric Company, Inc. pole in the Southwest Quarter of the Southwest Quarter (SWSW), Section 15, Township 1 South, Range 9 West, Vernon Parish, Louisiana;

THENCE North 27 deg. 37 min. East a distance of 45 feet to the Westerly right of way line of Highway 171;

Beginning again at a point in the Easterly right of way line of Highway 171, said point being an extension of preceding bearing;

THENCE North 27 deg. 37 min. East a distance of 25 feet to an angle point;

THENCE North 8 deg. 23 min. West a distance of 400 feet to a point;

THENCE North 4 deg. 23 min. West a distance of 2,000 feet to a point;

THENCE North 2 deg. 07 min. East a distance of 400 feet to a point;

THENCE North 10 deg. 37 min. East a distance of 400 feet to a point;

THENCE North 14 deg. 31 min. East a distance of 1,200 feet to a point;

THENCE North 12 deg. 00 min. East a distance of 400 feet to a point;

THENCE North 6 deg. 53 min. East a distance of 4,480 feet to a point;

THENCE North 16 deg. 53 min. East a distance of 400 feet to a point;

THENCE North 6 deg. 54 min. East a distance of 400 feet to a point;

THENCE North 7 deg. 10 min. East a distance of 692 feet to a point;

THENCE North 6 deg. 53 min. East a distance of 40 feet to Grantor's North property line in the Southeast Quarter of the Southwest Quarter (SE SW), Section 3, Township 1 South - Range 9 West, Vernon Parish, Louisiana. Easement and right-of-way area containing 4.760 acres of land, more or less.

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TO HAVE AND TO HOLD said easement and right-of-way unto GRANTEE, its successors and assigns, subject to the following terms and conditions:

1. INSTALLATION AND CONSTRUCTION. GRANTEE shall install such electric distribution line, stub poles, anchors and appurtenances entirely within the above-described easement and right-of-way area and such construction, maintenance, replacement and removal shall be done in a good, safe and workmanlike manner in accordance with good construction and engineering principles. GRANTEE covenants and agrees by exercise of any of the rights granted herein that it shall maintain said electric distribution line, stub pole, anchors and all appurtenances thereto in a state of good and safe condition and repair at all times.

If it shall be necessary for GRANTEE in the course of improving or disturbing the area subject to this easement and right-of-way to dig, remove, grade, or otherwise alter the surface or subsurface of the real property subject to this grant or to interfere with any improvements thereon, including landscaping, roadways, gates and fences, GRANTEE shall restore the property and/or improvements to at least the same condition in which they were prior to such alteration, including the replacement of all topsoil, to the extent that this is reasonably possible.

2. INGRESS AND EGRESS. GRANTEE shall have the right of ingress and egress to and from said easement and right-of-way area over present existing and/or future roads.

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3. FAILURE TO CONSTRUCT AND ABANDONMENT. In the event GRANTEE shall fail to construct said electric distribution line system within two (2) years from the date hereof, or if after construction of said system GRANTEE abandons the same for a period of one (1) year, then in either event all rights herein granted shall automatically terminate and revert to and revest in GRANTOR, its successors and/or assigns without the necessity of notice or re-entry.

Upon such abandonment or termination of this easement and right-of-way, GRANTOR may thereafter remove all items from the easement and right-of-way area, including lines, poles, machinery, equipment and other appurtenances, and treat them as GRANTOR's property by giving, selling, scrapping, junking or abandoning them as GRANTOR shall in its sole discretion determine without any accountability or liability for said items or proceeds thereof and/or for charges of conversion.

GRANTEE, on abandonment and at GRANTOR's option, shall be liable for the expense of removal of said distribution line and all other appurtenances and equipment associated therewith.

4. RESERVATION OF USE. GRANTOR for itself, its successors and assigns, reserves the right to cross and construct a road or roads across said easement and right-of-way area, and further reserves the right to use said easement and right-of-way area for any other purpose which will not unreasonably interfere with the rights herein granted; provided, however, that this grant and the easement and right-of-way area is subject to whatever title, interest,

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easements or rights-of-way as the same are now located upon or pertain to said area and/or other property of GRANTOR, and shall operate to convey only such interest held by GRANTOR as is applicable hereto.

5. RIGHT TO CUT. GRANTOR reserves title to, and the right to remove, any and all merchantable timber located on the easement and right-of-way area; provided, however, GRANTEE may cut standing timber within the easement and right-of-way area and pile the merchantable portion thereof on GRANTOR's property at the direction of GRANTOR's representative(s). GRANTEE shall have the right to cut and trim those trees growing on said area, after the initial clearing, that are of such height as to be a potential hazard to said electric distribution line. In the event any trees that are growing outside of the easement and right-of-way area are deemed by GRANTEE to interfere with the electric distribution line, GRANTOR, after notification by GRANTEE, shall assess the damage to be caused by the removal of such trees or such parts as may cause interference. GRANTOR shall base such assessment on the then current price(s) charged by GRANTOR for such products, or if there is no such price(s), the assessment shall be based upon the current market price(s) for such products. If there is neither a current price charged by GRANTOR nor a current market price for such products, then the assessment shall be based upon the reasonable value of such products. Upon paying such assessment to GRANTOR, GRANTEE may remove such trees or interfering parts in the manner prescribed by GRANTOR.

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6. INDEMNIFICATION. GRANTEE agrees to indemnify and hold GRANTOR harmless from and against (a) any and all damage(s) to the property of GRANTOR, including but not limited to crops, timber, livestock and improvements situated on or off the easement and right-of-way area, and (b) any and all liability or claim(s) of liability to GRANTEE, GRANTOR, or any of their employees, agents, contractors, or subcontractors, and/or to any third party, for damage or injury to or death of any person(s) or damage to any property that may arise out of or be connected with the presence of GRANTEE, its employees, agents, contractors or subcontractors upon GRANTOR's property and/or the exercise by GRANTEE of any of the rights herein granted, save and except such damage(s) or injuries as are caused by the sole negligence of GRANTOR, its contractors or employees of either.

7. BREACH AND TERMINATION. In the event GRANTEE shall breach any of the terms and conditions set out herein and shall remain in default for a period of thirty (30) days following notification thereof, all rights herein granted shall immediately terminate and revert to and revest in GRANTOR, its successors and/or assigns. Should GRANTEE desire to remove its electric distribution line and its associated equipment and appurtenances following termination, GRANTEE must request such desire in writing, no later than sixty (60) days after the termination date and complete such removal at GRANTEE's own expense within thirty (30) days following the granting of its request, returning the affected area to its condition prior to the commencement of this grant.

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Failure to comply with the aforementioned requirements shall give GRANTOR the right to conclusively presume that GRANTEE has abandoned the distribution line, all equipment and/or appurtenances of whatever nature and GRANTEE shall be subject, at GRANTOR's option, to the liability for the expense of removal of the same as outlined herein.

8. MINERAL RIGHTS. This grant does not convey any interest in any oil, gas or other minerals, in, on or under the above described easement and right-of-way area and is subject to all rights existing in GRANTOR or any third party.

9. NOTIFICATION. All notices shall be sent to GRANTOR, Owens-Illinois, Inc., Attention: Manager of Western Woodlands, P. O. Box 4000, Orange, Texas 77630, and to GRANTEE, Central Louisiana Electric Company, Inc., Attention: Land & Right-of-Way Manager, P. O. Box 510, Pineville, Louisiana 71360, by certified mail.

10. HEADINGS. This instrument's heading and all paragraph headings are for quick reference and convenience only, and do not alter, amend, or otherwise affect the terms and conditions appearing herein.

All provisions of this instrument shall inure to the benefit of and be binding upon the parties as set out herein, and their respective successors and assigns.

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IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 14th day of September, 1977.

OWENS-ILLINOIS, INC.

By C. P. Nielsen
Vice President
Forest Products Division

IN THE PRESENCE OF:

Bruce Marshall
Linda E. Henschen

STATE OF OHIO X

COUNTY OF LUCAS X

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared C. P. NIELSEN, Vice President, Forest Products Division of Owens-Illinois, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be such officer of Owens-Illinois, Inc. and acknowledged to me that the same was the act of the said Owens-Illinois, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 14th day of September, 1977.

Teresa M. Fitzpatrick
Notary Public

TERESA M. FITZPATRICK
Notary Public, Lucas County, Ohio
My Commission Expires 9-24-81

ACCEIVED 7-19-77
 REVISED 4-15-77
 REVISED 4-11-77

March 2, 1977

SCALE 1" = 2000'

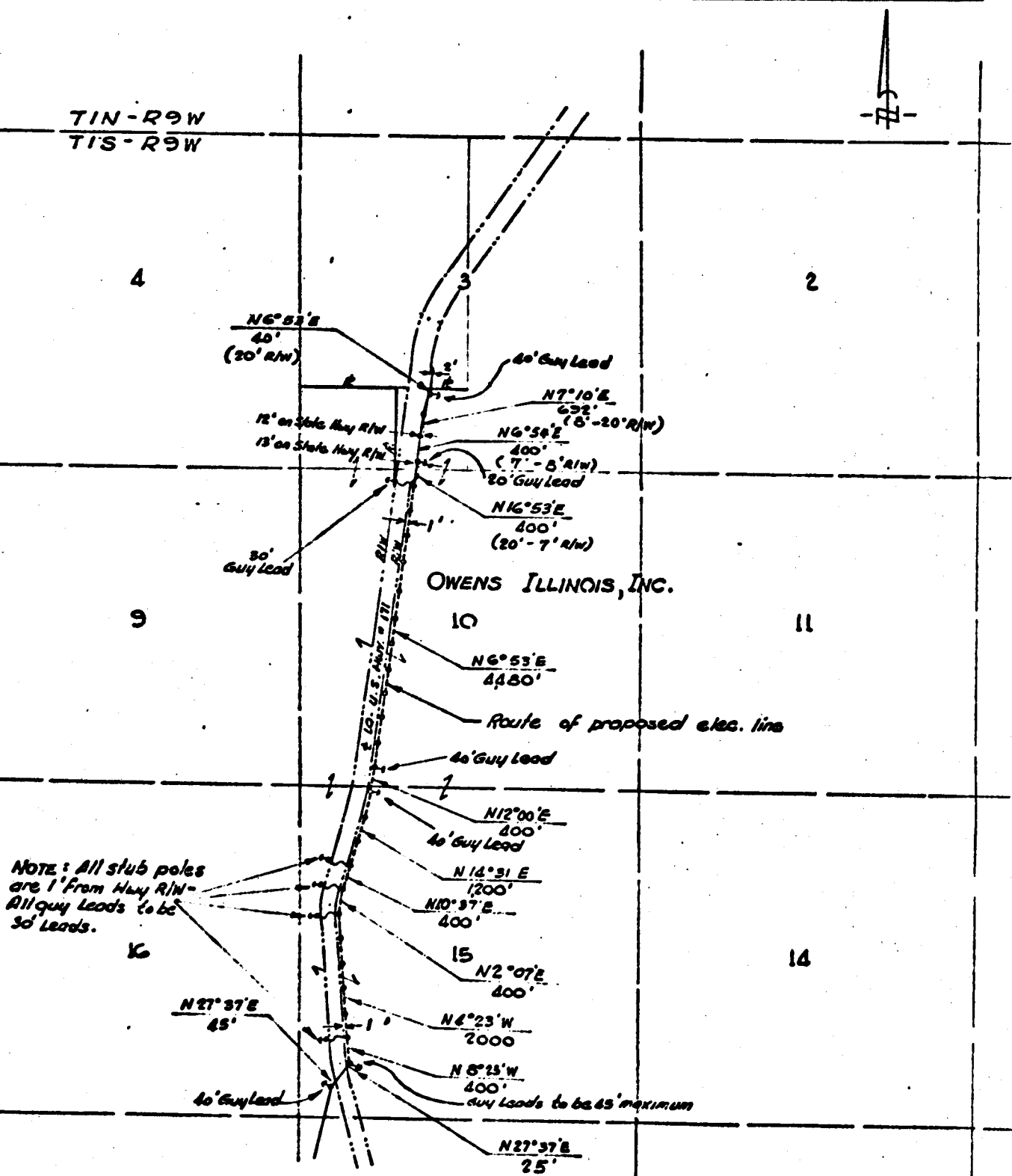
R. S. WOODRUFF & ASSOCIATES, INC.
CONSULTING ENGINEERS

Across the property of

OPENS ILLINOIS, INC.

in Sections 15, 10, and 3, T1S-R9W.

Vernon Parish, La.



RECORDED

OCT 14 1977

06/14/97
James B. Turner
DY. CLERK OF COURT,
VERNON PARISH, LA.

WIDTH OF R/W - 20'
DISTANCE --- 9,390'
WIDTH OF R/W - 20' - 7'
DISTANCE ---- 400'
WIDTH OF R/W - 7' - 8'
DISTANCE - - - 400'
WIDTH OF R/W - 3' - 20'
DISTANCE ---- 692'

FUNDS COMMITTED \$101,358.⁰⁰
 CV-TN 760097-37
 Date 12-9-76 Agt ~~25~~

348871

STATE PROJECT NO. 24-06-21
 F.A.P. NO. TQF-03-03(008)
 DeRIDDER-FORT POLK HIGHWAY
 (NORTH SECTION)
 ROUTE LA-US 171
 VERNON PARISH
 PARCEL NOS. 1-1 & 5-2

APR 1 1977

FILED

S A L E

APR 26 1977

John Prother
 CLERK OF COURT
 VERNON PARISH, LA

STATE OF LOUISIANA;

PARISH OF VERNON:

For the price and on the terms and conditions hereinafter set forth, OWENS-ILLINOIS, INC., duly authorized to act in the State of Louisiana, domiciled at Toledo, Ohio, Vice President represented herein by C. P. Nielsen, its Forest Products Division under Section XXIV of its Code of Bylaws, duly authorized to act ~~by resolution of the Board dated~~ certified, a copy of which is attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by RICHARD A. CURRIE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated January 6, 1971, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, situated in the Parish of Vernon, Louisiana, to-wit:

D E S C R I P T I O N

Two (2) certain pieces or parcels of land and all the improvements situated wholly or partially thereon, and all of the rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in Sections 3, 10, 15, and 22, Township 1 South, Range 9 West, Vernon Parish, Louisiana, being designated as PARCEL NOS. 1-1 and 5-2, on the plans for and required to accommodate the construction of STATE PROJECT NO. 24-06-21, F.A.P. NO. TQF-03-03(008), DeRIDDER-FORT POLK HIGHWAY (NORTH SECTION), ROUTE LA-US 171, VERNON PARISH, LOUISIANA, prepared by Harold R. Williamson, Registered Land Surveyor, dated February 20, 1974, a copy of which is on file in the office of the Department of Highways of the State of Louisiana in the City of Baton Rouge, Louisiana, and being more particularly described as follows:

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PARCEL NO. 1-1:

Begin at the point of intersection of Vendor's southerly property line and the westerly existing right of way line of Route La-US 171, which point of intersection is 50.00 feet left, opposite and at right angles to project centerline at Highway Survey Station 396+85.00; thence from said point of beginning proceed South 88°55'00" West along Vendor's southerly property line, a distance of 144.00 feet to a point and corner on the westerly required right of way line of said project; thence North 00°47'00" West along said westerly required right of way line a distance of 497.72 feet to a point, which point is 194.00 feet opposite and at right angles to project centerline at Highway Survey Station P. I. 401+81.65; thence North 00°45'00" West along said westerly required right of way line a distance of 826.83 feet to a point, which point is 194.00 feet opposite and at right angles to project centerline at Highway Survey Station P. C. 410+08.42; thence along the arc of a curve to the left, having a radius of 2,670.79 feet (the long chord of which bears North 7°50'17" West, 659.12 feet) a distance of 660.81 feet to a point, which point is 194.00 feet opposite and at right angles to project centerline at Highway Survey Station P. T. 417+17.22; thence North 14°55'34" West along said westerly required right of way line a distance of 1,361.42 feet to a point, which point is 194.00 feet opposite and at right angles to project centerline at Highway Survey Station P. C. 430+78.64; thence along the arc of a curve to the right, having a radius of 4,013.72 feet (the long chord of which bears North 9°39'07" West, 737.91 feet) a distance of 738.96 feet to a point, which point is 194.00 feet opposite Highway Survey Station P. T. 437+81.88; thence North 4°22'39" West along said westerly required right of way line a distance of 1,734.07 feet to a point, which point is 194.00 feet opposite Highway Survey Station P. C. 455+15.96; thence along the arc of a curve to the left, having a radius of 3,058.79 feet (the long chord of which bears North 5°04'14" East, 1,004.22 feet) a distance of 1,008.79 feet to a point, which point is 194.00 feet opposite project centerline at Highway Survey Station P. T. 464+60.76; thence North 14°31'07" East along said westerly required right of way line a distance of 1,112.74 feet to a point, which point is 194.00 feet opposite project centerline at Highway Survey Station P. C. 475+73.51; thence along the arc of a curve to the left, having a radius of 5,535.58 feet (the long chord of which bears North 10°41'45" East, 738.09 feet) a distance of 738.64 feet to a point, which point is 194.00 feet opposite project centerline at Highway Survey Station P. T. 483+38.07; thence North 6°52'23" East along said westerly required right of way line a distance of 1,120.83 feet to a point, which point is 194.00 feet opposite project centerline at Highway Survey Station P. I. 494+58.88; thence North 6°53'19" East along said westerly required right of way line a distance of 3,511.16 feet to a point and corner on Vendor's easterly property line; thence South 00°14'19" East along said easterly property line, a distance of 20.86 feet to a point and corner on Vendor's northerly property line, the extension of which in an easterly direction intersects the project centerline at Highway Survey Station 529+73.95; thence North 89°33'19" East along said northerly property line, a distance of 152.67 feet to a point and corner on the westerly existing right of way line of Route La-US 171; thence South 6°53'19" West along said westerly existing right of way line a distance of 3,509.92 feet to a point, which point is 40.00 feet left, opposite and at right angles to project centerline at Highway Survey Station P. I. 494+58.88; thence South 6°52'23" West along said westerly existing right of way line, a distance of 1,120.81 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. T. 483+38.07; thence along the arc of a curve to the right, having a radius of 5,689.58 feet (the long chord of which bears South 10°41'45" West, 758.63 feet) a distance of 759.19 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. C. 475+73.51; thence South 14°31'07"

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West along said westerly existing right of way line a distance of 1,112.74 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. T. 464+60.76; thence along the arc of a curve to the left, having a radius of 2,904.79 feet (the long chord of which bears South 5°04'14" West, 953.66 feet) a distance of 958.00 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. C. 455+15.96; thence South 4°22'39" East along said westerly existing right of way line a distance of 1,734.07 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. T. 437+81.88; thence along the arc of a curve to the left, having a radius of 3,859.72 feet (the long chord of which bears South 9°39'07" East, 709.60 feet) a distance of 710.61 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. C. 430+78.64; thence South 14°55'34" East along said westerly existing right of way line a distance of 1,361.42 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. T. 417+17.22; thence along the arc of a curve to the right, having a radius of 2,824.79 feet (the long chord of which bears South 11°22'55" East, 349.23 feet) a distance of 349.45 feet to a point and corner; thence South 82°09'43" West a distance of 10.00 feet to a point and corner; thence along the arc of a curve to the right, having a radius of 2,814.79 feet (the long chord of which bears South 4°17'39" East, 348.00 feet) a distance of 348.22 feet to a point, which point is 50.00 feet opposite project centerline at Highway Survey Station P. C. 410+08.42; thence South 0°45'00" East along said westerly existing right of way line a distance of 826.78 feet to a point, which point is 50.00 feet left, opposite and at right angles to project centerline at Highway Survey Station P. I. 401+81.65; thence South 0°47'00" East along said westerly existing right of way line a distance of 496.93 feet to the point of beginning and containing a net required area of 46.605 acres.

PARCEL NO. 5-2:

Begin at the point of intersection of the easterly existing right of way line of Route La-US 171 and the easterly required right of way line of said project, which point of intersection is 40.00 feet right, opposite and at right angles to project centerline at Highway Survey Station 530+00; thence from said point of beginning, proceed North 6°53'19" East along said easterly existing right of way line a distance of 473.15 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. C. 534+73.15; thence along the arc of a curve to the left, having a radius of 2,904.79 feet (the long chord of which bears North 1°03'02" East, 590.95 feet) a distance of 591.97 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. T. 540+56.97; thence North 4°47'16" West along said easterly existing right of way line, a distance of 253.29 feet to a point, which point is 40.00 feet opposite project centerline at Highway Survey Station P. C. 543+10.26; thence along the arc of a curve to the right, having a radius of 1,335.10 feet (the long chord of which bears North 1°45'15" West, 141.32 feet) a distance of 141.38 feet to a point and corner on Vendor's northerly property line, the extension of which in a westerly direction intersects project centerline at Highway Survey Station 544+54.93; thence North 89°57'44" East along said northerly property line, a distance of 200.07 feet to a point and corner on the easterly required right of way line of said project; thence South 6°53'19" West along said easterly required right of way line a distance of 1,372.89 feet to a point and corner, which point is 106.00 feet right, opposite and at right angles to project centerline at Highway Survey Station 531+00; thence South 40°18'48" West a distance of 119.82 feet to the point of beginning and containing a net required area of 3.324 acres.

Being portions of the property acquired by Act recorded January 27, 1967 in COB 347, Page 649 of the Conveyance Records of Vernon Parish, State of Louisiana.

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This sale and conveyance is made for and in consideration of the price and sum of ONE HUNDRED ONE THOUSAND THREE HUNDRED FIFTY-EIGHT AND NO/100 (\$101,358.00) DOLLARS, which price Department hereby binds and obligates itself to pay to Vendor upon the approval by Department of Vendor's title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil, gas and other minerals beneath the area hereinabove described, and more specifically under the provisions of Act 50 of the Regular Session of the Louisiana Legislature for the year 1974 (R.S. 31:149 et seq.); it being specifically understood, however, that while no exploration, drilling, nor mining of oil, gas or other minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under said area.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's gravel and fencing, together with the appurtenances thereto.

The Department shall construct standard vehicular approaches within the limits of the property herein conveyed from the roadway to the Vendor's remaining property to the left of the centerline opposite Highway Survey Stations 397+00, 451+00 and 474+00.

The Department shall construct a new standard barbed wire fence along the westerly limits of the property herein conveyed to the left of the centerline between approximate Highway Survey Station 396+85 and approximate Highway Survey Station 529+75.

The Department shall remove from within the limits of the property herein conveyed Vendor's existing cattle guard located to the left or westerly side of the centerline opposite Highway Survey Station 474+00 and shall relocate said cattle guard on the westerly limits of the said property and shall use whatever new material necessary, of the same kind and character of said existing cattle guard, to leave said cattle guard after relocating in as good or better condition than now exists.

This conveyance is subject to any and all easements, restrictions and encumbrances which are of record or which are visible.

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IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 11th day of April, 19 77.

WITNESSES TO SIGNATURE OF VENDOR:

x Bruce Marshall
x Nancy Hagemyer

OWENS-ILLINOIS, INC.

BY: C. P. Nielsen x
ITS: Vice President, Forest Products Division

WITNESSES TO SIGNATURE OF THE STATE OF LOUISIANA AND THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA:

Carl B. Hanson
Bobbie P. Pappert

STATE OF LOUISIANA AND THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA.

BY: James A. Currie
RIGHT OF WAY OFFICER

AFFIDAVIT

STATE OF OHIO:

COUNTY OF LUCAS:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid County and State, personally came and appeared

C. P. Nielsen
of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That he signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and he acknowledged the same as his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgement in the County of Lucas, State of Ohio, on this 11th day of April, 1977, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES TO SIGNATURE OF VENDOR:

x Bruce Marshall
x Nancy Hagemyer

x C. P. Nielsen

Beverly Bacon
NOTARY PUBLIC

BEVERLY BACON
Notary Public, Lucas County, Ohio
My Commission Expires May 24, 1978

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OWENS-ILLINOIS, INC.

CERTIFIED COPY OF SECTION XXIV OF THE CODE OF BYLAWS

I, A. C. Boyd, Assistant Secretary of Owens-Illinois, Inc., hereby certify that the following is a true copy of Section XXIV of the Bylaws of the Board of Directors of Owens-Illinois, Inc., as amended and now in effect:

"XXIV. The Chairman of the Board and President, the Chairman of the Executive Committee, the President of an Operating Unit, each Vice President, the Secretary, an Assistant Secretary, the Treasurer, and an Assistant Treasurer, or any one of them, or any person thereto specifically authorized by the Board of Directors or by the Executive Committee, may in the name and on behalf of the Company, receive and receipt for moneys and other properties, execute and deliver contracts, deeds, mortgages, leases, bonds, undertakings, powers of attorney, and other instruments, and assign, endorse, transfer, deliver, release, and satisfy any and all contracts, mortgages, leases, bonds, promissory notes, drafts, checks, bills, orders, receipts, acquittances, and other instruments, and may when necessary, affix the corporate seal thereto.

I further certify that C. P. Nielsen who executed the foregoing instrument, at the time of said execution was a duly authorized Vice President, Forest Products Division, of Owens-Illinois, Inc. and had authority to execute such instrument on behalf of said corporation.

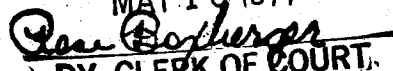
IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said corporation this 11th day of April, 1977.



Assistant Secretary

RECORDED

MAY 18 1977


DY. CLERK OF COURT,
VERNON PARISH, LA.

672
343133L-2035
DeRIDDER-
LEESVILLERIGHT OF WAY SERVITUDE
FOR UNDERGROUND TELEPHONE CABLE

FILED

STATE OF LOUISIANA X
PARISH OF VERNON XSEP 24 1984
CLERK OF COURT
VERNON PARISH, LA

KNOW ALL MEN BY THESE PRESENTS, that OWENS-ILLINOIS, INC., an Ohio corporation qualified to do business in the State of Louisiana, hereinafter called "Grantor", for and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration to it in hand paid, does hereby grant unto SOUTH CENTRAL BELL TELEPHONE COMPANY, a Delaware corporation, whose local district address is Box 2874, Lake Charles, Louisiana 70601, its associated and allied companies, their respective licensees, successors, assigns and lessees, hereinafter called "Grantee", subject to the following terms and conditions, to which Grantee agrees, a non-exclusive servitude and right of way ten (10) feet in width for a telephone cable to be buried to a depth of not less than thirty (30") inches, in certain of Grantor's land along U.S. Highway 171 in Vernon Parish, Louisiana. Grantee shall have the right to construct, maintain, operate, inspect, replace, repair, and remove said cable in the right of way of where the centerline is hereinafter described:

BEGINNING at a point in the existing Easterly boundary of Highway 171 right of way, said point being in the North boundary of an access road and being located approximately at Station 530+50, Highway 171, in the Northwest Quarter (NW $\frac{1}{4}$), Section 10, Township 1 South, Range 9 West, Vernon Parish, Louisiana;

THENCE In a North Northeasterly direction a distance of approximately 50 feet to an angle point;

THENCE North 6 deg. 53 min. 19 sec. East, along and parallel to Highway 171, said centerline being ten (10) feet Westerly of the proposed Easterly boundary of the proposed widened Highway 171, a distance of 1,370 feet, more or less, to the South boundary line of a tract of land owned by B. A. Graham in the Southwest Quarter (SW $\frac{1}{4}$), Section 3, Township 1 South, Range 9 West, Vernon Parish, Louisiana.

The right of way herein granted containing 0.326 acre of land, more or less.

TO HAVE AND TO HOLD said servitude and right of way unto Grantee

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its successors and assigns, under the following terms and conditions:

1.

In the event Grantee shall fail to construct said telephone cable within five (5) years from date hereof, or after construction shall abandon said telephone cable for a period of one (1) year, in either event, all rights herein granted shall automatically terminate and revert to and re-vest in Grantor without the necessity of notice or re-entry.

2.

Grantee understands and agrees that this servitude does not grant any interest in any minerals and is subject to all existing servitudes and rights of way, whether or not of record.

3.

Grantee agrees to indemnify and hold harmless Grantor, from and against (a) any and all damage to the property of Grantor, including but not limited to crops, timber, livestock and improvements, situated on or off the easement and right of way area, and (b) any and all liability or claim of liability to any third party for damage or injury to person or property, that may arise out of or be connected with the negligence of Grantee, its employees, agents, contractors or subcontractors upon Grantor's premises and/or the exercise of Grantee of any of the rights herein granted. Grantor incurs no liability merely by executing this agreement.

4.

Grantee further agrees to bury its telephone cable to a depth of not less than thirty (30") inches and to indemnify and hold harmless Grantor from and against any damage to Grantee's buried telephone cable as a result of the construction of access roads or the use or maintenance of fire lanes by Grantor, its employees, agents, contractors, subcontractors, guests or assigns. Grantor shall notify Grantee at least thirty days in advance of the start of construction of an area access road which will cross the foregoing servitude and right of way to provide Grantee with an opportunity to lower its buried cable at its own expense to a safe depth as determined by Grantee (which depth shall in no event be less than thirty (30) inches. Grantor agrees to restrict its access roads to not more than

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one road to each one-quarter mile of servitude and right of way.

5.

In the event Grantee shall breach any of its agreements hereunder, and shall remain in default for a period of thirty (30) days following notification by Grantor, Grantor shall have the right to terminate this easement and right of way agreement by so notifying Grantee, on which notification, all rights herein granted shall immediately revert to and revest in Grantor, its successors and assigns.

6.

All provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

EXECUTED this 16th day of August, 1976.

OWENS-ILLINOIS, INC.

By C. G. Nielsen
Vice President
Forest Products Division

ATTEST:
Al Boush
Assistant Secretary

SOUTH CENTRAL BELL TELEPHONE COMPANY

WITNESSES:

E. H. Haver
Jayce Truitt

By Al Boush
General Manager



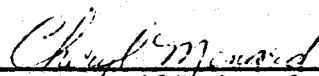
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STATE OF OHIO X

COUNTY OF LUCAS X

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared C. P. Nielsen, Vice President, Forest Products Division of OWENS-ILLINOIS, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said OWENS-ILLINOIS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of August, 1976.

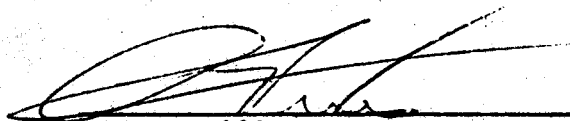

Notary Public in and for
Lucas County, Ohio

CHERYL W. EDWARDS
Notary Public, Lucas County, Ohio
My Commission Expires June 20, 1980

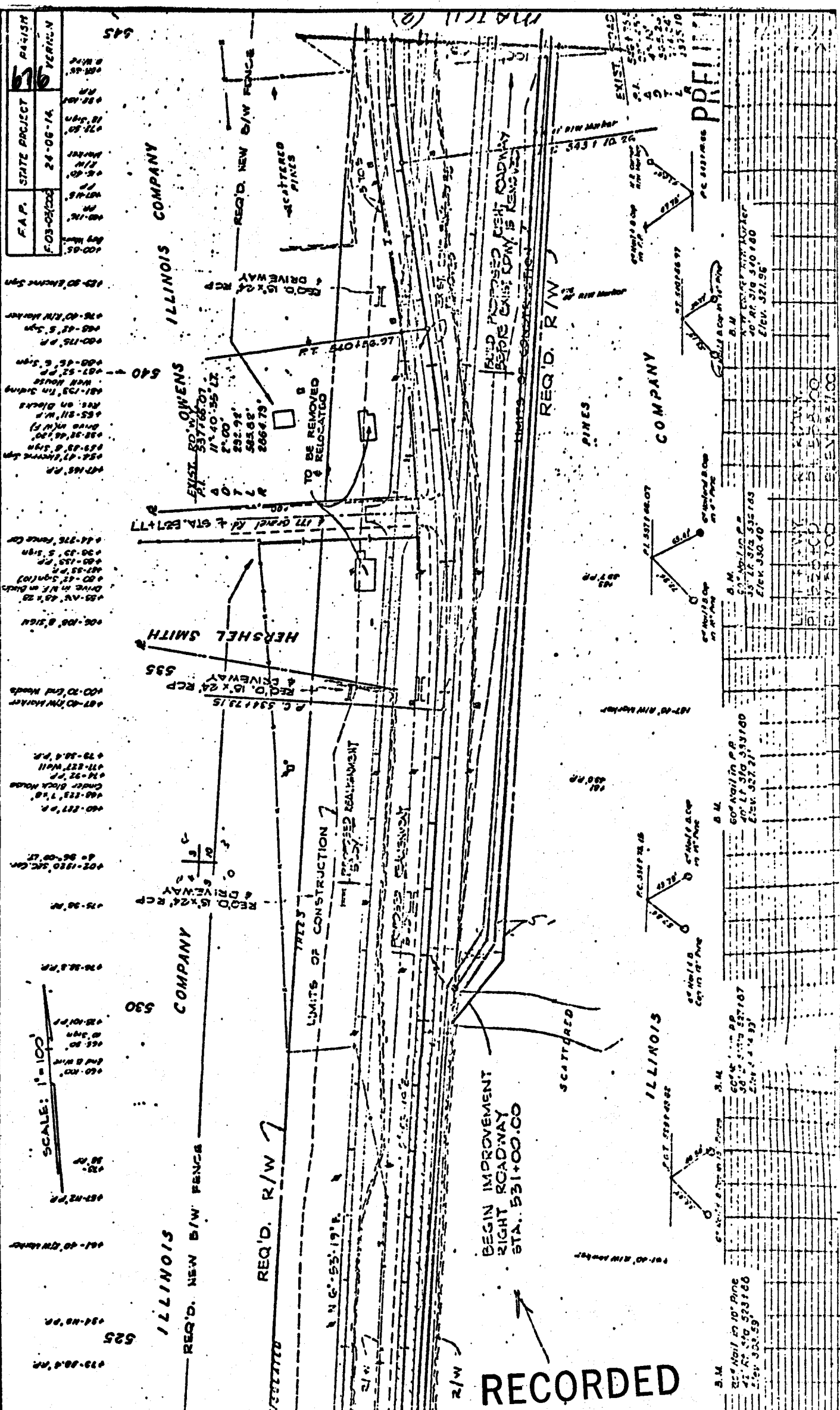
STATE OF LOUISIANA X

PARISH OF ORLEANS X

BEFORE ME, on this 9th day of September, 1976, appeared R. A. Pendergast to me personally known, who, being by me duly sworn, did say that he is the General Manager of SOUTH CENTRAL BELL TELEPHONE COMPANY and that he is duly authorized to and did execute the aforesaid instrument for and in behalf of said corporation and he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHARLES G. RIVET
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life



RECORDED

OCT 25 1976

Book: 467 Page: 672 Instrument Number: 343133 Seq: 5
VERNON PARISH, LA.