

Exhibit 5 - Copy of
Property Deeds

LaSalle Parish Recording Page
Steve Andrews
Clerk Of Court

1050 Courthouse St
Jena, LA 71342

Act

220463



220463

Received From

DORROH & KENDRICK
POB 1889
JENA, LA 71342

000785

Vendor

RED MOUNTAIN TIMBERCO III LLC

Vendee

LASALLE ECONOMIC DEVELOPMENT DISTRICT

Kind

CONVEYANCE

Index Type: CONVEYANCES

CONV Book: 356 Page: 785

Recording Pages: 11

Recorded Information

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

On (Recorded Date): 12/28/2011

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

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

Steve Andrews
CLERK OF COURT
Parish of LaSalle

Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

11

This instrument prepared by:
Victor P. Haley
Sutherland
999 Peachtree Street NE
Atlanta, GA 30309
(404) 853-8000

000786

Upon recording return to:
Walter Dorroh
Dorroh & Kendrick
PO Box 1889
3225 North 1st Street
Jena, LA 71342

STATE OF ALABAMA
COUNTY OF SHELBY

AND

STATE OF LOUISIANA
PARISH OF LaSalle

ACT OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

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

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

hereinafter referred to as **VENDOR**, and

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

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

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

000787
That certain immovable (real) property located in LaSalle Parish, Louisiana, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, and (i) any improvements thereon, and (ii) all timber growing thereon, and (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Vendor), and (iv) all minerals that may be owned by Vendor, including sand, clay or gravel of any kind or nature, and (v) any other privileges, advantages, easements, servitudes, covenants and other rights appertaining thereto (collectively, the "Property").

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

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

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

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

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

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

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

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

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

[signatures begin on next page]

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

WITNESSES:

Janet Hess
Print Name: JANET HESS

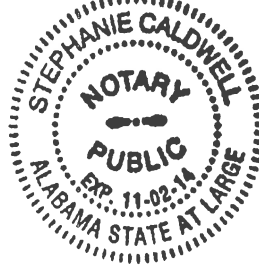
Brenda Calhoun
Print Name: BRENDA CALHOUN

VENDOR:

RED MOUNTAIN TIMBERCO III LLC,
a Delaware limited liability company

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

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



000730
THUS DONE AND PASSED, in June, LaSalle Parish, on this the 23rd
day of December, 2011, in the presence of the undersigned witnesses,
who hereunder sign their names with the said Vendee and me, Notary, after a reading of the
whole.

WITNESSES:

Vickie L. Carthon
Print Name: Vickie L. Carthon

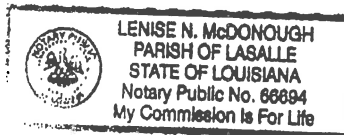
Ladawn C. Edwards
Print Name: LADAWN C. EDWARDS

VENDEE:

LASALLE ECONOMIC DEVELOPMENT
DISTRICT

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

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



LASALLE ECONOMIC DEVELOPMENT DISTRICT
EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

000792

PERMITTED EXCEPTIONS

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

WRITTEN CONSENT OF
THE MANAGER OF
RED MOUNTAIN TIMBERCO III LLC

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

APPROVAL OF SALE OF PROPERTY

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

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

OTHER ACTS

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

AUTHORITY


000794

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

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

MANAGER

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

By: 
Name: THOMAS HANCOCK
Title: ASSISTANT VICE PRESIDENT

Date: May 11, 2011

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCES:
(1) SURVEY PLAT TRC, MARK H. TOOME, PLS FOR CENTRAL LOUISIANA TIMBER PROPERTIES, LLC DATED MARCH 19, 2007 PROJECT NO. 54576-00007.

THIS SURVEY DOES NOT CONSTITUTE:

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

CERTIFICATION:

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



Derek Kyle Howard
DEREK KYLE HOWARD, LA P.L.S. NO. 4974
NOT A ORIGINAL, P. STAMPED REG. SIGNED S.W.

FOR LaSALLE ECONOMIC DEVELOPMENT DISTRICT

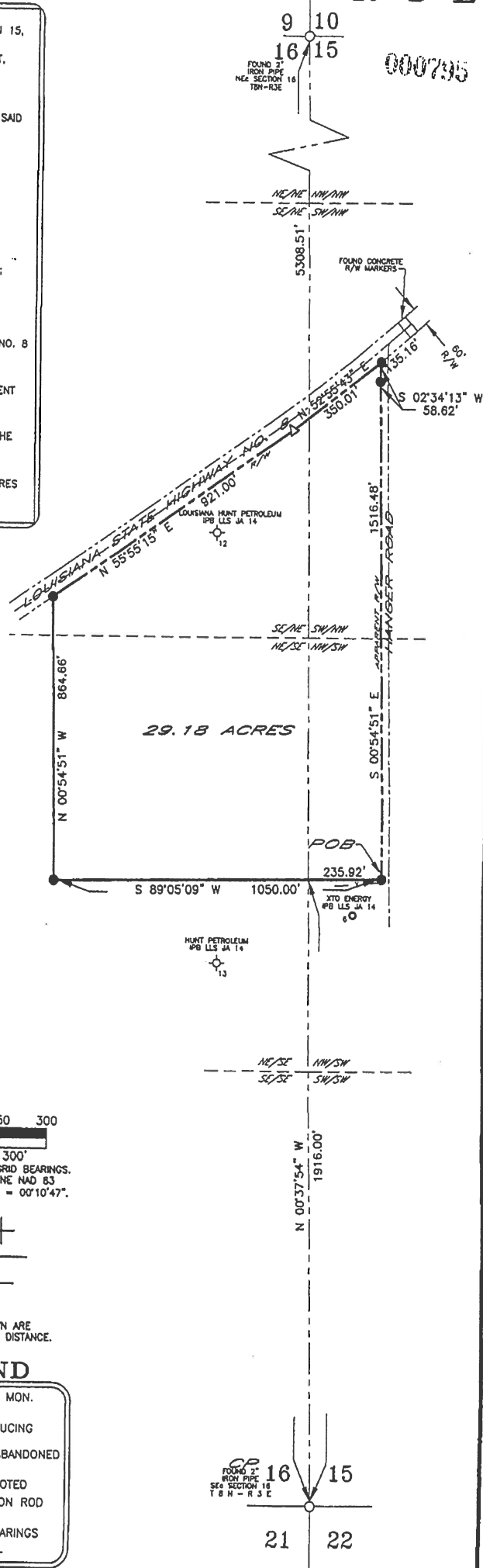
REQUESTED BY: WALTER DORRHO

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

N & A, INC.
NOWLIN & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
NATCHITOCHES, LOUISIANA JENA, LOUISIANA
(318) 992-0389 OR 992-5262

PROJ. No. 236.1625 FILE: C:\MAG\236.1625\2361600\2361600 PLAT.DWG
BOOK & PAGE L&S 82/1-5
APPROVED BY: CHB DRAWN BY: DKH
DATE: 09/07/2011 SHEET 1 OF 1
REV: 09/15/2011

T 8 N - R 3 E



Scale: 1" = 300'

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

DISTANCES SHOWN ARE
HORIZONTAL GROUND DISTANCE.

LEGEND

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

LaSalle Parish Recording Page

Steve Andrews

Clerk Of Court

000471

**1050 Courthouse St
Jena, LA 71342**

Act

233272

233272

Received From

**DORROH & KENDRICK
POB 1889
JENA, LA 71342**

Vendor

SPRINGWOOD TIMBERLANDS LLC

Vendee

LASALLE ECONOMIC DEVELOPMENT DISTRICT

Kind

CONVEYANCE

Index Type: CONVEYANCES

CONV Book: 387 Page: 471

Recording Pages: 13

Recorded Information

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

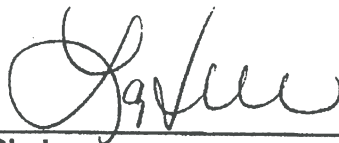
On (Recorded Date): 10/28/2015

At (Recorded Time): 12:47:55 PM

Cover Sheet Copies: 1

Scan Page Count: 12

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



Deputy Clerk

Do not Detach this Recording Page from Original Document

This Is Not An Invoice

This instrument prepared by:

Victor Haley
Sutherland Asbill & Brennan LLP
999 Peachtree Street NE
Atlanta, GA 30309
(404) 853-8000

Upon recording return to:

Walter Dorroh
Dorroh & Kendrick
PO Box 1889
Jena, LA 71342

STATE OF ALABAMA
COUNTY OF SHELBY

AND

STATE OF LOUISIANA
PARISH OF LaSalle

ACT OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

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

SPRINGWOOD TIMBERLANDS, LLC (XX-XXX5716), a Delaware limited liability company, duly authorized to do business in the State of Louisiana, whose address and telephone number is 31 Inverness Center Parkway, Suite 360, Birmingham, Alabama, 35242, (800) 995-9516, represented herein by Ed Sweeten, its duly authorized President,

hereinafter referred to as **VENDOR**, and

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

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

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

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

The consideration for this Act of Conveyance is the sum of Seventy-Two Thousand and no/100 Dollars (\$72,000.00) cash in hand paid, and receipt of which is hereby acknowledged and full acquittance and discharge granted therefor, the parties hereto hereby acknowledging and agreeing that all of said proceeds have been paid to Vendor.

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

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

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

Vendor is selling the Property "AS IS, WHERE IS" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Vendee expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Property sold which render it useless or render its use so inconvenient or imperfect the Vendee would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 et seq with respect to Vendor's warranty against latent or hidden defects of the Property sold, or any other applicable

law, not even for a return of the purchase price. Vendee forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property sold. Vendor expressly subrogates Vendee to all rights, claims and causes of action Vendor may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of the Vendee and fully explained to the Vendee, and the Vendee acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the Property without any express or implied warranties. **Vendee expressly acknowledges that no such representations have been made and that Vendee is not relying on any representations or warranties other than as set forth herein.**

Taxes for the current year have been prorated between the parties. Vendor shall remain responsible for payment of 2015, with Vendee responsible for all future taxes thereafter. Tax notices after 2015 should be mailed to the address provided in the Vendee's appearance paragraph.

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

The effective date of this conveyance shall be October 16, 2015.

[signatures begin on next page]

THUS DONE AND PASSED, in Birmingham, Alabama, on this the 22nd day of September, 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said Vendor and me, Notary, after a reading of the whole.

WITNESSES:

Janet Hess
Print Name: Janet Hess

Nickole Flores
Print Name: Nickole Flores

VENDOR:

SPRINGWOOD TIMBERLANDS, LLC,
a Delaware limited liability company

By: Ed Sweeten
Name: Ed Sweeten
Title: President

Stephanie Coffee
Print Name: Stephanie Coffee
Notary Public, commission expiring 06-28-2016
In and for County of Shelby, State of ALABAMA



THUS DONE AND PASSED, in Tena, Louisiana, on this the 16th day of October, 2015, in the presence of the undersigned witnesses, who hereunder sign their names with the said Vendee and me, Notary, after a reading of the whole.

WITNESSES:

VENDEE:

LASALLE ECONOMIC DEVELOPMENT
DISTRICT

Haley C. Decker
Print Name: Haley C. Decker

By: Weg
Name: _____
Its: _____

Alesia McBride
Print Name: Alesia McBride

Mildred C. Powell
Print Name: _____
Notary Public, commission expiring _____
In and for _____, State of Louisiana

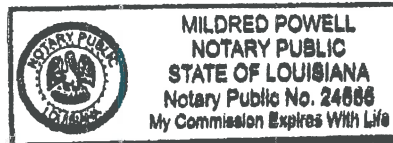


EXHIBIT A

LEGAL DESCRIPTION

A 10.00 ACRE TRACT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF NORTHEAST QUARTER, SECTION 16, TOWNSHIP 8 NORTH, RANGE 3 EAST, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LaSALLE PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE RUN N 00°37'54" W WITH THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1916.00 FEET TO A POINT ON THE SOUTH LINE OF A LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT AS RECORDED IN CONVEYANCE BOOK 356, PAGE 785 OF THE RECORDS OF LASALLE PARISH, LOUISIANA;

THENCE RUN S 89°05'09" W WITH THE SOUTH LINE OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT A DISTANCE OF 814.08 FEET TO A FOUND 1/2 INCH IRON ROD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE RUN S 00°54'51" E A DISTANCE OF 420.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE RUN S 89°05'09" W A DISTANCE OF 374.30 FEET TO A SET 1/2 INCH IRON ROD;

THENCE RUN N 00°54'51" W A DISTANCE OF 1042.83 FEET TO A SET 1/2 INCH IRON ROD LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 8;

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

N 56°26'07" E A DISTANCE OF 131.29 FEET TO A POINT;

N 56°07'49" E A DISTANCE OF 314.34 FEET TO A FOUND 1/2 INCH IRON ROD BEING THE NORTHWEST CORNER OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT;

THENCE RUN S 00°54'51" E WITH THE WEST LINE OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT A DISTANCE OF 864.66' TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES MORE OR LESS. DISTANCES DESCRIBED ARE HORIZONTAL GROUND DISTANCES. THE BEARING DESCRIBED HEREIN ARE LOUISIANA NORTH ZONE, NAD 83 WITH A CONVERGENCE ANGLE OF 00°10'40".

Being a portion of the property conveyed in that certain Act of Capital Contribution dated February 17, 2014 by and between Red Mountain TimberCo III LLC and Springwood Timberlands, LLC recorded in Conv. Book 376, Page 537, as No. 227996, LaSalle Parish, Louisiana

EXHIBIT B**PERMITTED EXCEPTIONS**

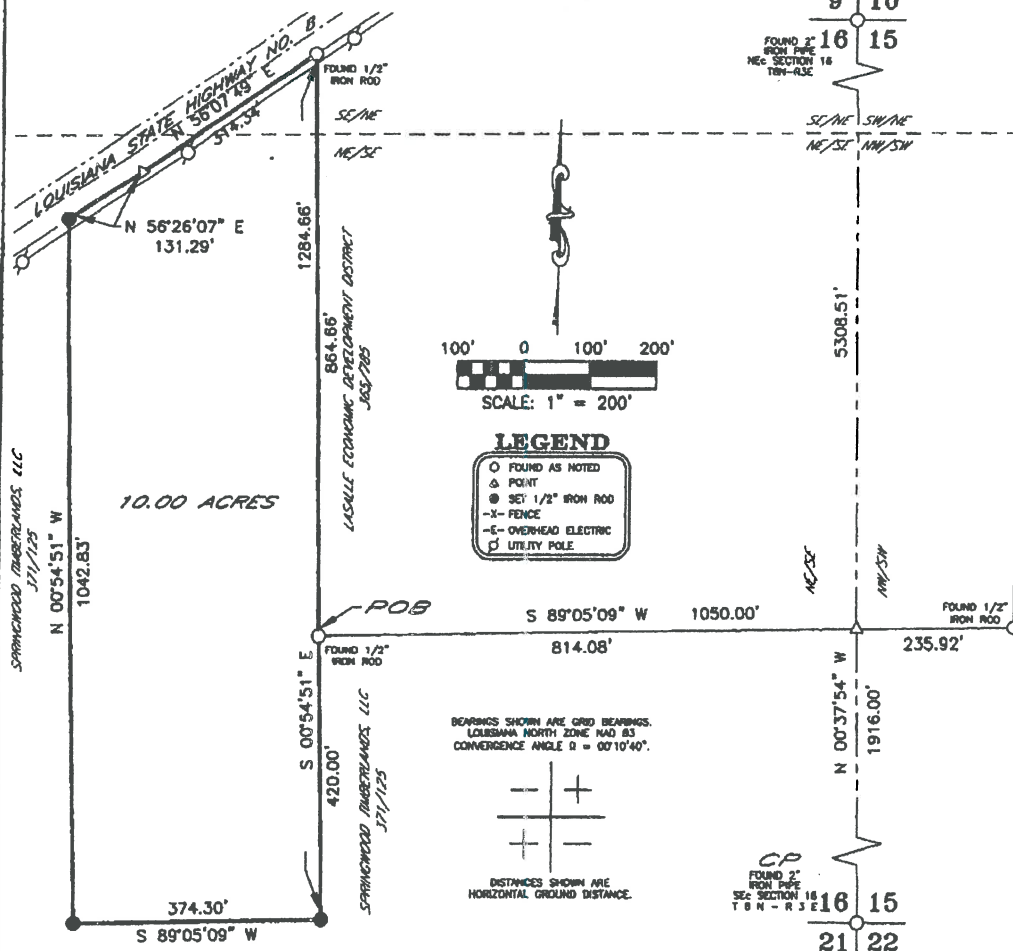
1. Ad valorem taxes not yet due and payable.
2. All existing zoning restrictions.
3. All matters that would be revealed by an accurate survey of the Property.
4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.
5. All prior conveyances, transfers and reservations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

T 8 N - R 3 E

9 10

FOUND 2" IRON PIPE
SEC. SECTION 16
T8N-R3E

000480



THIS SURVEY DOES NOT CONSTITUTE:

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

CERTIFICATION:

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



DEREK KYLE HOWARD, LA P.L.S. NO. 4374
NOTE: ORIGINAL, IF STAMPED RED, SHOWN BLUE.
FILE: C:\ACAD\373\100\373167\373167.DWG
BOOK & PAGE: TWS 9/7/11-23

LEGAL DESCRIPTION

A 10.00 ACRE TRACT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF NORTHEAST QUARTER, SECTION 16, TOWNSHIP 8 NORTH, RANGE 3 EAST, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LASALLE PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE RUN N 00°37'54" W WITH THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1916.00 FEET TO A POINT ON THE SOUTH LINE OF A LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT AS RECORDED IN CONVEYANCE BOOK 356, PAGE 789 OF THE RECORDS OF LASALLE PARISH, LOUISIANA;

THENCE RUN S 89°05'09" W WITH THE SOUTH LINE OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT A DISTANCE OF 814.08 FEET TO A FOUND 1/2 INCH IRON ROD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE RUN S 00°54'51" E A DISTANCE OF 420.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE RUN S 89°05'09" W A DISTANCE OF 374.30 FEET TO A SET 1/2 INCH IRON ROD;

THENCE RUN N 00°54'51" W A DISTANCE OF 1042.83 FEET TO A SET 1/2 INCH IRON ROD LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 8;

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

N 56°26'07" E A DISTANCE OF 131.29 FEET TO A POINT;

N 56°07'48" E A DISTANCE OF 314.34 FEET TO A FOUND 1/2 INCH IRON ROD BEING THE NORTHWEST CORNER OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT;

THENCE RUN S 00°54'51" E WITH THE WEST LINE OF SAID LASALLE ECONOMIC DEVELOPMENT DISTRICT TRACT A DISTANCE OF 894.66' TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES MORE OR LESS. DISTANCES DESCRIBED ARE HORIZONTAL GROUND DISTANCES. THE BEARING DESCRIBED HEREIN ARE LOUISIANA NORTH ZONE, NAD 83 WITH A CONVERGENCE ANGLE OF 00°10'40".

REFERENCE:

- (1) SURVEY PLAT BY N & A, INC., DEREK KYLE HOWARD, PLS FOR LASALLE ECONOMIC DEVELOPMENT DISTRICT DATED JULY 07, 2011 PROJECT NO. 236.1625

FOR **SPRINGWOOD TIMBERLANDS, LLC**
COMPARTMENT: JE 1502 LAND SALE ID: 6644

REQUESTED BY **ALLEN JONES**

DESCRIPTION:

A 10.00 ACRE TRACT OR PARCEL OF LAND BEING LOCATED IN THE NE 1/4 OF SE 1/4, SE 1/4 OF NE 1/4, SECTION 16, T8N-R3E, LOUISIANA PRINCIPAL MERIDIAN, NORTH OF RED RIVER LAND DISTRICT, LASALLE PARISH, LOUISIANA

N & A, INC.
HOWARD & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
740 FRONT STREET
HATCHDOCK, LA 71347
(504) 387-3860
P. O. BOX 1137
JENA, LA 71342
(504) 983-0389

PROJ. No **373.167** DRAWN BY: CDP APPROVED BY: *CDP*
SURVEY DATE: **08/13/2015** SHEET **1 OF 1**

**WRITTEN CONSENT OF
THE MANAGER OF
SPRINGWOOD TIMBERLANDS, LLC**

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

APPROVAL OF SALE OF PROPERTY

WHEREAS, the Manager has determined that it is advisable and in the best interest of the Company to convey that certain tract or parcel of land in LaSalle Parish, State of Louisiana, described as Compartment No. JE-1502 (ID 6644) (the "Property") as more fully described in that certain Real Estate Sales Contract with an effective date of August 3, 2015 by and between Company, as Seller, and LaSalle Economic Development District, as Buyer (the "Purchase and Sale Agreement").

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

OTHER ACTS

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

AUTHORITY

RESOLVED, that any or each of Ed Sweeten, as President of the Company, Craig Blair, Anthony Cascio, and/or W.A. Hinson III, each as Vice President of the Company, and/or Dennis Dubose, as Vice President and Secretary of the Company, has authority to execute and deliver any and all Documents in connection with the foregoing and to take any Acts as he deems proper in consummating the transaction contemplated by the Purchase and Sale Agreement.

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

MANAGER

Resource Management Service LLC,
Manager of Springwood Timberlands, LLC

By: 

Name:

Ed Sweeten

Title:

Executive Vice PresidentSeptember 22, 2015

RESOLUTION OF LASALLE ECONOMIC DEVELOPMENT DISTRICT

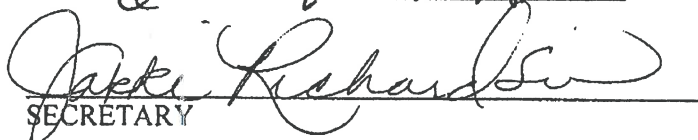
BE IT RESOLVED by the LaSALLE ECONOMIC DEVELOPMENT DISTRICT, at its Special Meeting held on October 6, 2015 at 12:00 noon, in Jena, LaSalle Parish, Louisiana, that its President, WALTER E. DORROH, JR., is authorized and directed to any one of the following acts and things on behalf of and in the name of this corporation, all within his discretion:

1. To sell, mortgage, hypothecate, lease for any purpose, such as commercial, mineral or otherwise, convey, deliver and transfer any and all property, movable and immovable, of the corporation.
2. To receipt for any and all sums which may be due this political subdivision.
3. To negotiate for and incur debt in the name of this political subdivision and to give and grant evidence of indebtedness, such as promissory notes secured and unsecured, drafts, bills of exchange, checks, etc., and to pledge for any indebtedness incurred.
4. To negotiate for and buy, in the name of this corporation, any property, real or chattel.
5. To authorize the prosecution and defense of lawsuits on behalf of this political subdivision and to settle, compromise and satisfy any claims, charges, suits or disputes which may affect this political subdivision or its properties.
6. To employ such person or persons whose services may be needed by this corporation.
7. To do and perform all acts and to execute all instruments in writing, deeds, mortgages, checks, drafts, promissory notes and other instruments necessary to carry out the provisions of this resolution.
8. All acts done pursuant to this resolution shall be within the discretion of the persons so authorized herein and shall be binding, legal and enforceable actions of this corporation.
9. The authority granted herein shall continue in effect until formally revoked by appropriate resolution of this corporation.
10. To transfer any rights in any leasehold properties and to grant servitudes, easements, and/or rights-of-way, all in connection with any property owned or managed by this political subdivision.
11. The said Board of Directors hereby ratifies and confirms all acts of the person authorized hereby which were done in behalf of this political subdivision prior to the date of this resolution.

CERTIFICATE

I certify that the above and foregoing is a true and correct copy of Resolution adopted by said political subdivision in Jena, LaSalle Parish, Louisiana, on the 6 of October, 2015, at its special meeting.

Jena, LaSalle Parish, Louisiana, this 6 day of October, 2015.


SECRETARY

000480

