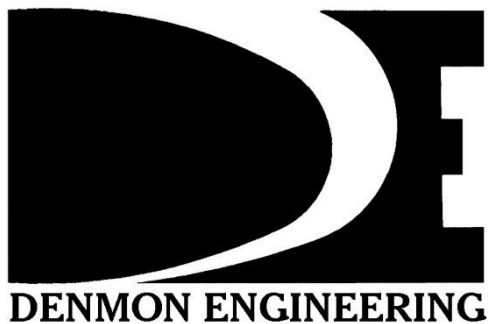


EXHIBIT D  
EAST OUACHITA DEVELOPMENT  
SELL AGREEMENT



caj

CERTIFIED SITE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between:

1. Northeast Louisiana Economic Alliance ("NELEA"),
2. PROPERTY OWNER (identified on the signature block below)

in connection with a joint project to pursue the Certification by the Louisiana Department of Economic Development ("LED") of the subject property ("SUBJECT PROPERTY").

SUBJECT PROPERTY consists of a total of approximately 70 acres in Ouachita Parish, Louisiana, and is referred to as the East Ouachita Development. Exact acreage is subject to final determination by an ALTA survey.

The NELEA and LED have identified that a strong portfolio of development-ready sites is a critical component of the region's and State's overall economic development resource inventory. The NELEA has created a partnership program with property owners to pursue and secure certification of development-ready sites through the LED Certified Site Program ("Program"), in order to identify, secure and market development-ready sites.

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that the NELEA, Entergy and LED intend to pursue Certification of the SUBJECT PROPERTY through LED's Program, with a goal of marketing the SUBJECT PROPERTY to prospective buyers ("Prospective Buyers"), who may be interested in purchasing and developing the site(s), thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) that will benefit the region.

During the term of this MOA, PROPERTY OWNER retains the right to market the SUBJECT PROPERTY, at a price-per-acre specified by PROPERTY OWNER, to other potential buyers not represented by the NELEA and LED.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to Prospective Buyers represented by the NELEA and/or ENTERGY, who may be interested in developing the site and that PROPERTY OWNER hereby agrees that the sale price for the SUBJECT PROPERTY is \$69,500 per acre.

This Memorandum of Agreement and the sale price(s) shall be effective for a period of one year following the date of certification or one year following execution of this Memorandum of Agreement by the PROPERTY OWNER, whichever is sooner.

PROPERTY OWNER further agrees to enter into good-faith negotiations with Prospective Buyers, based on this sale price, with further terms, conditions and provisions to be stipulated in a PURCHASE AND SALE AGREEMENT, documented and agreed to between the Prospective Buyers and PROPERTY OWNER.

PROPERTY OWNER agrees to entertain purchase orders in good faith and diligently pursue negotiations with Prospective Buyers in order to facilitate the sale of the SUBJECT PROPERTY, and shall not unreasonably reject offers.

PROPERTY OWNER represents, and the NELEA and LED acknowledge, that the SUBJECT PROPERTY is not intended for sale or development for residential use. The Program is intended only for uses compatible with economic development goals, namely light industrial, office, warehouse/distribution, manufacturing, or other similar uses that promote economic development activities (i.e., specifically not retail or residential use). Throughout the time period provided for herein, the NELEA, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct due diligence ("Due Diligence"). Said Due Diligence shall be conducted at such times and such places and in such manner as to not unduly disrupt or interfere with PROPERTY

OWNER'S business or operations. PROPERTY OWNER shall be notified in advance of any such entry and the NELEA and LED's entries and/or operations shall not cause damage, of any nature or kind, to the SUBJECT PROPERTY. Due Diligence shall include, without limitation by enumeration, engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies; site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations.

Proposals for eligible Due Diligence, including scope of work and cost estimates, are subject to preapproval by LED and the NELEA. LED and the NELEA's conducting of Due Diligence on the SUBJECT PROPERTY shall be conditioned on LED's preapproval of the Due Diligence proposal. Copies of service agreements, invoices, evidence of payment, and final work product will be available to PROPERTY OWNER, the NELEA, LED, and ENTERGY at the completion of the project.

All parties to this MOA acknowledge that, prior to any work being undertaken, the NELEA, LED, and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. The NELEA and LED must approve the SUBJECT PROPERTY prior to any work being undertaken. The NELEA and LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any permitted work being undertaken. In support of LED's business plan for economic development in the State of Louisiana, LED agrees to pay up to and not to exceed 75% of these costs in connection with the certification of the SUBJECT PROPERTY with the amount paid by LED not to exceed the sum of \$1,000.00 per acre for non-public sites.

PROPERTY OWNER has agreed to pay a portion of the 25% share of the costs of pursuing LED Site Certification, based on the following:

Certification Budget:	<u>\$48,500</u>
LED	\$36,375
PROPERTY OWNER:	\$9,125
Entergy:	\$3,000

It is understood that Entergy's expenditure will not exceed \$ 3,000 per site, unless agreed upon by amendment. Likewise, it is agreed that PROPERTY OWNER shall not be obligated to expend more than \$ 10,000 per site, unless agreed upon by amendment.

In the event that PROPERTY OWNER does not entertain purchase offers and does not actively pursue negotiations in good faith for one year from the date of certification or one year following execution of this Memorandum of Agreement by the PROPERTY OWNER, whichever is sooner, the NELEA shall be entitled to recover from PROPERTY OWNER all contributions made by the NELEA towards site certification of the SUBJECT PROPERTY pursuant to the Program.

The NELEA and LED expressly waive any guaranties or warranties that the SUBJECT PROPERTY will be sold pursuant to this MOA or the Due Diligence, and PROPERTY OWNER expressly acknowledges the intent of the Program is to market the SUBJECT PROPERTY for Prospective Buyers, but no guaranties or warranties exists for the sale of the SUBJECT PROPERTY.

Agreed upon and accepted, on the dates stated below and it is further agreed the effective date of this MOA shall be the date it is signed by the last party to execute this MOA.

Dated: June 18 Day of 18, 2020

Northeast Louisiana Economic Alliance  
(NELEA)

By: [Signature]  
Tina Welch  
Print Name

Dated: 13 Day of June, 2020

Family Representative  
(Property Owner)

By: W.L. Albritton [Signature] POA  
W.L. Albritton Keith Albritton, POA  
Print Name

Dated: 13 Day of June, 2020

Family Representative  
(Property Owner)

By: Lisa Luffey Marks  
Lisa Luffey Marks  
Print Name East Ouachita Dev, LLC

Dated: 18 Day of June, 2020

Entergy  
(Entergy)

By: Amanda H. Edge  
Amanda H. Edge  
Print Name

Dated 18 Day of June 2020

Family Representative  
(Property Owner)

By: Morris Albritton Penny Roberson POA  
Morris Albritton Penny Roberson POA  
Print Name