



Exhibit H. Bastrop IP Mill Site Memorandum of Agreement

Bastrop IP Mill Site Memorandum of Agreement

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 112.3 acres in Morehouse Parish, Louisiana, and is referred to as the Bastrop IP Mills Site.

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 ~~\$~~ Negotiable ~~per acre~~.
Can be subdivided. \$2.8 million for entire site.
This Memorandum of Agreement and the sale price(s) shall be effective for a period of two years following the date of certification or two years 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 industrial, office, warehouse/distribution, manufacturing, retail or other similar uses that promote economic development activities (i.e., specifically not 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.

Entergy and PROPERTY OWNER have agreed to share the 25% share of the costs of pursuing LED Site Certification, based on the following percentages:

PROPERTY OWNER: 50 %

Entergy: 50 %

It is understood that Entergy's expenditure will not exceed \$ 7000.00 per site, unless agreed upon by amendment. Likewise, it is agreed that PROPERTY OWNER shall not be obligated to expend more than \$ 7000.00 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: 11th Day of October, 2018

Northeast Louisiana Economic Alliance
(NELEA)

By: 
TAINA TRICHEL

Print Name

Dated: 4th Day of October, 2018

Toda-One LLC
(Property Owner)

By: 

Tom J. Swait
Print Name

Dated: _____ Day of _____, 2018

Toda-One LLC
(Property Owner)

By: _____

Print Name

Dated: 4th Day of October, 2018

Entergy
(Entergy)

By: 

Amanda H. Edge
Print Name

STATE OF LOUISIANA
PARISH OF OUACHITA

FILE NO.
257057

CAROL JONES
CLERK OF COURT
BOREHOUSE PARISH LA

17 DEC 12 PM 3:44

AUTHORIZATION
TO ACT FOR
TODA-ONE, LLC
A LIMITED LIABILITY COMPANY

/s/Tifani Rainbolt
DEPUTY CLERK

BE IT KNOWN that on the date indicated below, before me the undersigned notary public, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

K.L. HARPER LLC, a limited liability company represented by its sole member, **KENNETH L. HARPER** and whose present mailing address is P.O. Box 7, West Monroe, LA 71294; and

ACOB, LLC, a limited liability company represented by its sole member, **THOMAS J. OSWALT**, whose present mailing address is 809 Julia Street, Suite A, Rayville, LA 71269

ORE, LLC, a limited liability company represented by its sole member, **MASON OSWALT**, and whose present mailing address is 1888 Hudson Circle, Suite 6, Monroe, LA 71201

GEB, LLC, a limited liability company represented by its sole member, **ROCKLAND BURKS**, and whose present mailing address is 617 North 2nd Street, Monroe, LA 71201

CHR BASTROP PROPERTIES, LLC, a limited liability company represented by its sole member, **JEFF MESSINGER**, and whose present mailing address is 630 East Jefferson Avenue, Bastrop, LA 71220

who, after being duly sworn, did acknowledge and declare that they are all five members of **TODA-ONE, LLC**, a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that they do hereby authorize and empower **KENNETH L. HARPER** or **THOMAS J. OSWALT** to act for and in the name of the said **TODA-ONE, LLC** to do the following:

To sign, execute, and endorse such documents as either may deem necessary or as may be required in order for this corporation to purchase, exchange, sell, and/or mortgage any property whether movable or immovable, to sign all papers, documents and acts necessary in order to purchase or convey property, containing such terms as either in his sole judgement deems advisable, to receive and receipt for the proceeds thereof and to do any and all things as he shall, in his sole discretion and judgement, deem appropriate and desirable to accomplish the foregoing, containing such terms as he, in his sole judgement, deems advisable to accomplish the foregoing.

BE IT FURTHER resolved that any and all of the above actions taken by said director prior to this resolution are hereby ratified.

The said **KENNETH L. HARPER** or **THOMAS J. OSWALT** is authorized to sign all documents, of every kind whatsoever, for and in the name of **TODA-ONE, LLC**, and to take all such actions in its

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name as may, in the sole and exclusive judgment of **KENNETH L. HARPER OR THOMAS J. OSWALT**, be necessary to accomplish the authority expressed above.


Any person dealing with **KENNETH L. HARPER OR THOMAS J. OSWALT** may assume that the authority conferred upon him by this document is still in full force and effect unless and until there is recorded in the conveyance records of Ouachita an express revocation of such authority.

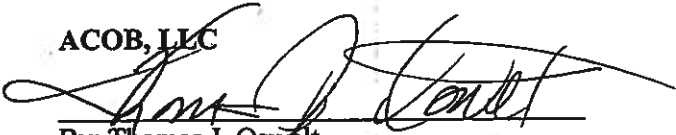
THUS DONE AND SIGNED on the day and date set forth above at the City of Bastrop, Parish of Morehouse, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

Amelia Montgomery
Amelia Montgomery
(Printed)

Leslie D. Anders
Leslie D. Anders
(Printed)

K.L. HARPER, LLC

By: Kenneth L. Harper


ACOB, LLC

By: Thomas J. Oswald



NOTARY PUBLIC

WITNESSES:

Amelia Montgomery
Amelia Montgomery
(Printed)

Donna K. Pirtle
Donna K. Pirtle
(Printed)

GEB, LLC

By: Rockland Burks


NOTARY PUBLIC

WITNESSES:

Amelia Montgomery
Amelia Montgomery

(Printed)

Donna K. Pirtle

Donna K. Pirtle

(Printed)

ORE, LLC

[Signature]
By: Mason Oswalt

[Signature]

NOTARY PUBLIC

WITNESSES:

Donna K. Pirtle

Donna K. Pirtle

(Printed)

Leslie D. Anders

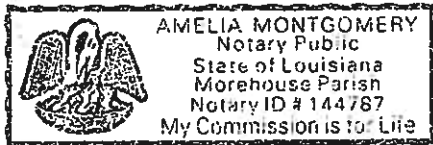
Leslie D. Anders

(Printed)

CHR BASTOP PROPERTIES, LLC

[Signature]
By: Jeff Messinger

Amelia Montgomery
NOTARY PUBLIC



CERTIFIED TRUE COPY

[Signature]
BY
DEPUTY CLERK, MOREHOUSE PARISH