

~~CONFIDENTIAL~~

01074102

STATE OF LOUISIANA TEXACO INC.
TO CADDO PARISH COMMISSION
PARISH OF CADDO

Handwritten signature
JAN 11 1982 1 5 PM '82
RECORDED
CADDOPARISH, LA

CASH SALE

01074102

BE IT KNOWN BY THESE PRESENTS: That Texaco corporation domiciled in the State of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned Vice President, duly authorized by resolution of its Board of Directors, a certified copy of which is annexed hereto and is made a part hereof, and whose mailing address P. O. Box 52332, Houston, Texas 77052 (hereinafter referred to as "Vendor"), does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, with warranty of title limited to claims of persons claiming by, through, or under Vendor and not otherwise, but with full substitution and subrogation in and to all rights and actions of warranty which the said Vendor has or may have against all preceding owners and vendors, except as set forth herein, unto Caddo Parish Commission of the Parish of Caddo, State of Louisiana, and whose mailing address is Caddo Parish Courthouse, Shreveport, LA 71101 (hereinafter referred to individually and collectively as "Purchaser"), said Purchaser here present, accepting and purchasing for themselves, their successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described land located in Caddo Parish, Louisiana:

The S/2 of the NW/4 and N/2 of the SW/4 of Section 6, (21-15), containing 160 acres more or less and all that part of the N/2 of the NE/4 and SE/4 of the NE/4 of Section 1, (21-16), south and west of State Road 170 containing 69 acres, more or less; said property being in Caddo Parish, Louisiana and containing a total of 229 acres, more or less. *211504-000-001*

LESS AND EXCEPT: Vendor expressly saves, retains, reserves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals (including, but not limited to, helium, lignite, sulphur and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and all mineral and royalty rights whatsoever in, on and under the hereinabove described lands, as well as the right to grant any and all oil, gas and mineral leases, including, but not by way of limitation, the free right of ingress and egress upon, over and across said lands, and the right to explore for, mine, drill, lay pipe lines, roadways and produce, extract, treat, store and dispose of said minerals and Vendor shall have all the other privileges usually and customarily included in oil, gas and mineral leases. Vendor is to receive all bonuses, rentals and royalties payable under any such lease or leases, or otherwise; and

TO HAVE AND TO HOLD the above described land (less and except oil, gas and other minerals located in, on and under said lands), together with all facilities, appurtenances, tenements and hereditaments thereunto belonging or in any wise appertaining, and not otherwise excepted and excluded from this conveyance, unto the said Purchaser, Purchaser's successors and assigns, forever, pursuant to and subject to all of the terms and conditions set forth in this Cash Sale.

This sale is made and accepted for and in consideration of the price and sum of One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00), cash, which the said Purchaser has well and truly paid, in ready and current money, to the said Vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

This sale, assignment, conveyance and transfer of land and properties hereunder is made and accepted subject to the following stipulations, conditions, encumbrances and reservations:

- (1) All restrictions, servitudes, easements, rights-of-way, leases, agreements of every nature and kind of record, governmental laws, ordinances, restrictive covenants affecting the use of and/or encumbering the land and properties and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by a current on the ground survey and inspection of the property or otherwise.
- (2) Any lien for ad valorem taxes for the current year, and any liens for special assessments which are not yet due and payable.

It is expressly understood that Vendor makes no representations or warranties, express or implied, with respect to the condition of the above described land, or present condition or state of repair or merchantability of any abandoned equipment, appurtenances, facilities, buildings, structures, improvements and other abandoned properties situated thereon and conveyed hereby, nor their suitability for Purchaser's intended use or for any use whatsoever. It is further understood that Vendor makes no representations or warranties, express or implied, that said above described land and abandoned properties or other tenements not otherwise excluded from this conveyance have been rendered free from any defects or hazards or as to the suitability of said land, abandoned properties, and other tenements for use as storage for volatile petroleum products or other types of liquids or gases, or for any particular use.

Without limiting the generality of the foregoing, but in furtherance of same, Purchaser acknowledges that said land and abandoned properties have been or may have been used in connection with oil, gas and other mineral exploration, development and operations, and, as such, equipment, appurtenances, processing and other facilities, plants, buildings, structures, improvements, abandoned and other tanks and piping (including above ground and underground tanks and piping), storage facilities, gathering and distribution lines, wells and other petroleum production facilities and appurtenances which have not been excepted and excluded from this conveyance may be located thereon, all of which are herein sometimes referred to individually and collectively as "abandoned properties". Purchaser further acknowledges that it has carefully inspected the above described land and abandoned properties being purchased by it and certifies that Purchaser is familiar with the present condition and state of repair of said above described land, abandoned properties and Producing/Operating Properties. Purchaser further certifies that said above described land and abandoned properties being purchased by it hereunder, SHALL BE ACCEPTED, AS IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITHOUT ANY GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR PURCHASER'S INTENDED USE OR FOR ANY USE WHATSOEVER and that the said above described land and abandoned properties shall be accepted with no representations or warranties, express or implied, that said above described land and abandoned properties have been rendered free from any dangerous condition or as to the suitability of said above described land and abandoned properties

for use as storage for volatile petroleum products or other types of liquid or gaseous substances, or for any other purposes, whether similar or dissimilar.

Purchaser further agrees, as part of the consideration for the conveyance of the above described land and abandoned properties, to assume all risks involved in connection with the condition thereof, and, to fully defend, protect, indemnify, hold harmless, and render whole Vendor, its affiliates, subsidiaries or designees, from and against each and every claim, demand or cause of action, and any liability, cost, expense (including, but not limited to, reasonable attorneys' fees), damage or loss in connection therewith, which may be made or asserted by Purchaser, its agents, or successors, or by any third party or parties (including, but not limited to, governmental agencies) on account of personal injury or death, or property or environmental damage, caused by, arising out of, or incidental to, or growing out of or on account of the present or future condition or state of repair of said above described land and/or abandoned properties, or the ownership, operation, condition or any use made thereof, or in connection with this conveyance, or performance of the terms, conditions and reservations imposed hereunder, whether such injury or death to persons, or damage to or destruction of property, or environmental damage was caused by Purchaser's sole negligence or contributory negligence, or Vendor's sole negligence or contributory negligence, and whether liability for such personal injury or death, or property damage, with or without fault, is imposed on Vendor or others under any theory of strict liability by operation of law, or any other theory of law, and whether or not the event giving rise to such claim, demand or cause of action occurred prior to, at the time of, or after the date of this conveyance.

It is further understood and agreed by the parties hereto that the covenants set forth in this conveyance shall be covenants running with the land, and shall be binding upon the Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and assigns.

It is further understood and agreed that there is hereby expressly saved, retained, excepted, excluded, and reserved by Vendor, for itself, its successors and assigns, all lying and standing timber and timber rights of every kind and character located in, under or upon, or pertaining to the hereinabove described land, with the right to enter in and upon the same for the purpose of growing, extracting, cutting, and removing said timber or otherwise exercising said timber rights, together with all ancillary rights associated therewith, including, not by way of limitation, all rights necessary and incident to the growing, preservation, cutting, removal, and marketing of any timber in, on or under said land, with the right to lay, construct or install water, power or other utility lines, and construct roadways or other facilities and improvements for such purposes.

The foregoing reservation of lying and standing timber and timber rights and servitude for such purposes shall be for a period of five year (5) from the date of purchase. In the event Purchaser has a sale or wishes to develop a designated portion of the property prior to this five year (5) period for purposes which prohibit Vendor's exercise of said timber rights or interest in timber, Purchaser shall notify Vendor in writing of its intended uses of said surface of the land allowing at least one hundred eighty (180) days for Vendor to remove all timber from the designated area, or, Purchaser may, if said one hundred eighty (180) days are not acceptable to Vendor or of sufficient time for Vendor's purposes, pay Vendor the value of the lying and standing timber located in the designated area at a price to be determined and fixed by a qualified forester; provided, however, that said price shall not be less than Ten Dollars (\$10.00) per cord for pulpwood and One Hundred Twenty Dollars (\$120.00) per thousand

board feet for saw log timber. Further, Vendor shall leave at least three trees of 12" diameter on each acre of land covered by this conveyance. This clause and aforementioned timber reservation shall survive the closing and be a covenant running with the land.

All notices concerning the aforementioned timber reservation and timber rights shall be given to Vendor at P. O. Box 60252, New Orleans, LA 70160.

All state and city taxes up to and including the taxes due and exigible in 1984 are paid. Ad valorem taxes for 1985 will be prorated between Purchaser and Vendor.

The production of mortgage, conveyance and other certificates is waived and dispensed with by the parties.

By their execution hereof, Purchaser expressly agrees to all of the terms, conditions and provisions set out above.

IN WITNESS WHEREOF, this Cash Sale is executed in triplicate originals, after a reading of the whole, on the dates indicated below and in the presence of the undersigned competent witnesses, but effective as of the 6th day of January, 1987.

WITNESSES

[Signature]
[Signature]

TEXACO INC.

By [Signature]
R. P. DENISON Vice President

Dated: 12-26-85

ATTEST:

By: [Signature]
Assistant Secretary

Dated: _____

CADDO PARISH COMMISSION

BY: [Signature]
FRANCIS P. BICKHAM

Dated: _____

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, a Notary Public, duly commissioned and qualified in and for said County and State, on this 27th day of December, 1985, personally came and appeared R. S. Dickinson, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is a Vice President of Texaco Inc., that as such duly authorized officer, by and with the authority of the Board of Directors of said Corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

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

WITNESSES:

Betty Marshall
Joe Buchanan

[Signature]
Carman B. Gregory
NOTARY PUBLIC

My Commission Expires: 5-18-87

STATE OF LOUISIANA

PARISH OF CADDO

BE IT KNOWN, that on this _____ day of _____, 1985, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Francis P. Bickham, Administrator of the Caddo Parish Commission, to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is duly authorized by Ordinance No. 2253 of 1985, to execute this document on behalf of Caddo Parish and that he executed the above and foregoing instrument as the free and voluntary act and deed of Caddo Parish, for and on behalf of Caddo Parish, and for the objects and purposes therein set forth.

WITNESSES:

Roy W. Hopkin
James W. Williamson

NOTARY PUBLIC

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF
TEXACO INC.
SEPTEMBER 23, 1983

RESOLVED, subject to the approval of the Chairman of the Board, that the Vice Chairman of the Board, the President, all of the Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Division Presidents and Department Heads of the Company, and the General Manager, Corporate Real Estate Department are hereby severally authorized from time to time to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Company having a sale value not in excess of \$5,000,000.00, and the Vice Chairman of the Board, the President, all of the Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Division Presidents and Department Heads of the Company, and the General Manager, Corporate Real Estate Department are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries are hereby severally authorized to attest and affix the Company's seal to, such deeds, bills of sale, and other instruments, and to do such other acts, as may be necessary or proper to carry out the purpose of this resolution; and the delivery of any such deed, bill of sale, or other instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board of the Company and has been executed within the authority of this resolution.

A true copy, I certify.


PAULINE S. COWART
Assistant Secretary

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FILED & RECORDED
CADDOPARISH, LA

JUL 29 1 00 PM '98

[Handwritten Signature]
NOTARY PUBLIC

STATE OF LOUISIANA:

CASH SALE DEED

PARISH OF CADDO:

BE IT KNOWN, that this day, before me, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid state and parish, personally came and appeared:

LAKEWAY DEVELOPMENT, INC. (TIN 72-1072698), a Louisiana Corporation, domiciled in Ouachita Parish, Louisiana, with a mailing address of 3601 Cuba Blvd., P. O. Box 4108, Monroe, Louisiana 71211; herein represented by ROBERT J. MCCORMICK, its President, duly authorized to act on its behalf, pursuant to a resolution of the Board of Directors of LAKEWAY DEVELOPMENT, INC., a certified copy of said resolution is attached hereto and made a part hereof; herein selling it's one-half (1/2) interest in and to said property;

1614656

LOUISIANA LAND & MINERALS, INC. (TIN 72-1185659), a Louisiana Corporation, domiciled in Ouachita Parish, Louisiana, with a mailing address of 2105 Justice Street, Suite C, P. O. Box 7137, Monroe, Louisiana 71211; herein represented by JAMES C. STEELE, III, its President, duly authorized to act on its behalf, pursuant to a resolution of the Board of Directors of LOUISIANA LAND & MINERALS, INC., a certified copy of said resolution is attached hereto and made a part hereof; herein selling it's one-fourth (1/4) interest in and to said property;

ROBERT J. MCCORMICK (SS# 434-13-2797) and MONYA ROCHELLE HUMBLE MCCORMICK (SS# 435-06-2320), husband and wife, residents of Ouachita Parish, Louisiana, with a mailing address of P. O Box 4108, Monroe, Louisiana 71211-4108; herein selling their one-fourth (1/4) interest in and to said property;

sometimes herein referred to as "Seller";

who declared that they do by these presents, GRANT, BARGAIN, SELL, CONVEY and DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions against all former proprietors of the property herein conveyed unto:

CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION (TIN 72-1302659), a non-profit Corporation organized under the Laws of the State of Louisiana, domiciled in Caddo Parish, Louisiana, with a mailing address of 120 West Arkansas. Vivian, Louisiana 71082; herein represented by JAMES M. FRANCIS, its President, duly authorized to act on its behalf, pursuant to a resolution of the Board of Directors of CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION, a certified copy of said resolution is attached hereto and made a part hereof;

the following described property, to-wit:

The Southeast Quarter and the Southwest Quarter of the Northeast Quarter and Northeast Quarter of Southwest Quarter in Section 1, Township 21 North, Range 16 West, Caddo Parish, Louisiana, less right-of-way, together with all buildings and improvements thereon, containing 233.842 acres, more or less, a copy of the plat, describing the said property, prepared by Reginald D. Lewis, a registered professional land surveyor, is attached hereto and made a part hereof as Exhibit "A". (Geo 211601-000-0020)

Vendors reserve unto themselves all of the oil, gas and other minerals in, under and that may be produced from the property conveyed herein. In regards to any and all oil and mineral leases which are in effect and which are owned by vendor, vendor hereby agrees and acknowledges that it will not allow any wells to be drilled on the property being conveyed herein.

This sale is made subject to all recorded rights-of-way, easements, servitudes, existing oil, gas, and mineral leases and reservations and timber leases.

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

This sale is made for the consideration of the sum of TWO HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100'S (\$232,480.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged.

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

The vendees take cognizance of all past due and/or current year's taxes and agree to pay the same.

Taxes are to be prorated to date of sale.

DONE AND PASSED in said Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 21st day of JULY, 1998.

ATTEST:

[Signature]
Kym Moomau

LAKEWAY DEVELOPMENT, INC.

[Signature]
BY: ROBERT J. MCCORMICK, President

[Signature]
NOTARY PUBLIC
In and for Ouachita Parish, Louisiana
My Commission Expires: IS FOR LIFE

STATE OF LOUISIANA:

PARISH OF OUACHITA:

DONE AND PASSED in said Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 21st day of JULY, 1998.

ATTEST:

[Signature]
Kym Moomau

LOUISIANA LAND & MINERALS, INC.

[Signature]
BY: JAMES C. STEELE, III, President

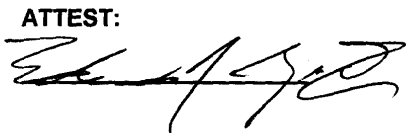
[Signature]
NOTARY PUBLIC
In and for Ouachita Parish, Louisiana
My Commission Expires: IS FOR LIFE

STATE OF LOUISIANA:

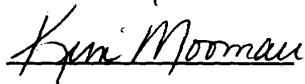
PARISH OF OUACHITA:

DONE AND PASSED in said Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 21st day of JULY, 1998.


ATTEST:




ROBERT J. MCCORMICK




MONYA ROCHELLE HUMBLE MCCORMICK


NOTARY PUBLIC
In and for Ouachita Parish, Louisiana
My Commission Expires: 15 FOR LIFE

STATE OF LOUISIANA:

PARISH OF CADDO:

DONE AND PASSED in said Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 28 day of July, 1998.

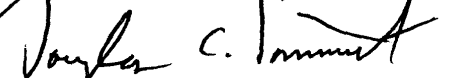
ATTEST:



CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION


BY: JAMES M. FRANCIS, President




NOTARY PUBLIC
In and for Caddo Parish, Louisiana
My Commission Expires: 107 Death

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
LOUISIANA LAND & MINERALS, INC.**

BE IT RESOLVED that the President of this corporation, JAMES C. STEELE, III, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to sell to **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, its one-fourth (1/4) interest in and to the following described property:

The Southeast Quarter and the Southwest Quarter of the Northeast Quarter and Northeast Quarter of Southwest Quarter in Section 1, Township 21 North, Range 16 West, Caddo Parish, Louisiana, less right-of-way, together with all buildings and improvements thereon, containing 233.842 acres, more or less, a copy of the plat, describing the said property, prepared by Reginald D. Lewis, a registered professional land surveyor, is attached hereto and made a part hereof as Exhibit "A". (Geo 211601-000-0020)

for a total sales price of **FIFTY EIGHT THOUSAND ONE HUNDRED TWENTY AND 00/100'S (\$58,120.00) DOLLARS**, to be paid in cash.

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to convey the hereinabove described property, containing such terms as he in his sole judgment deems advisable, to receive and receipt for the proceeds thereof and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he in his sole judgment deems advisable to accomplish the foregoing.

I certify that I am the duly acting and qualified Secretary of **LOUISIANA LAND & MINERALS, INC.** and that:

(a) **LOUISIANA LAND & MINERALS, INC.** is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws; and

(b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on July 14, 1998, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: 7-21-98


MYRON W. TOFT
Secretary

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKEWAY DEVELOPMENT, INC.**

BE IT RESOLVED that the President of this corporation, ROBERT J. MCCORMICK, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to sell to **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, its one-half (1/2) interest in and to the following described property:

The Southeast Quarter and the Southwest Quarter of the Northeast Quarter and Northeast Quarter of Southwest Quarter in Section 1, Township 21 North, Range 16 West, Caddo Parish, Louisiana, less right-of-way, together with all buildings and improvements thereon, containing 233.842 acres, more or less, a copy of the plat, describing the said property, prepared by Reginald D. Lewis, a registered professional land surveyor, is attached hereto and made a part hereof as Exhibit "A". (Geo 211601-000-0020)

for a total sales price of **ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED FORTY AND 00/100'S (\$116,240.00) DOLLARS**, to be paid in cash.

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to convey the hereinabove described property, containing such terms as he in his sole judgment deems advisable, to receive and receipt for the proceeds thereof and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he in his sole judgment deems advisable to accomplish the foregoing.

I certify that I am the duly acting and qualified Secretary of **LAKEWAY DEVELOPMENT, INC.** and that:

(a) **LAKEWAY DEVELOPMENT, INC.** is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Officers to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws; and

(b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on July 20, 1998, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: July 20 - 1998


MONYA HUMBLE MCCORMICK
Secretary

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

On a motion duly made by **RONNIE ALLEN** and seconded by **JAMES T. SIMS** the following resolution was unanimously adopted at a regular meeting of the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, held at the 120 West Arkansas at Citizens Bank & Trust Company, Vivian, Louisiana, on May 7, 1998, pursuant to due notice according to the law and open to the public, at which meeting the majority of the members of the Board of Directors were present:

"WHEREAS, an offer has been made to sell the following described property, to wit:

The Southeast Quarter and the Southwest Quarter of the Northeast Quarter and Northeast Quarter of Southwest Quarter in Section 1, Township 21 North, Range 16 West, Caddo Parish, Louisiana, less right-of-way, together with all buildings and improvements thereon, containing 233.842 acres, more or less, a copy of the plat, describing the said property, prepared by Reginald D. Lewis, a registered professional land surveyor, is attached hereto and made a part hereof as Exhibit "A". (Geo 211601-000-0020)

to the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

"WHEREAS, the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** has determined that the purchase of the above described property is an intricate and necessary step in furtherance of the purposes of the Corporation as defined by the Articles of Incorporation of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**; and,

"NOW, THEREFORE, BE IT RESOLVED, That **JAMES M. FRANCIS**, President, be and he is hereby authorized for and on behalf of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, to purchase, the following property to wit:

The Southeast Quarter and the Southwest Quarter of the Northeast Quarter and Northeast Quarter of Southwest Quarter in Section 1, Township 21 North, Range 16 West, Caddo Parish, Louisiana, less right-of-way, together with all buildings and improvements thereon, containing 233.842 acres, more or less, a copy of the plat, describing the said property, prepared by Reginald D. Lewis, a registered professional land surveyor, is attached hereto and made a part hereof as Exhibit "A". (Geo 211601-000-0020)

"BE IT FURTHER RESOLVED, That the sale of the above described property is to be purchased for a price of **TWO HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100'S (\$232,480.00) DOLLARS**;

"BE IT FURTHER RESOLVED, That **JAMES M. FRANCIS**, President, is hereby authorized on behalf of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** to sign and execute all deeds, and any other legal papers and documents necessary to consummate such purchase of said property of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** as deemed by said President at his discretion as advisable, necessary and in the best interest of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**"

The following vote was received by, JERRY N. GUIN, RONALD E. HALL, RONNIE R. ALLEN, and JAMES T. SIMS.

AYES: 4

NAYS: 0

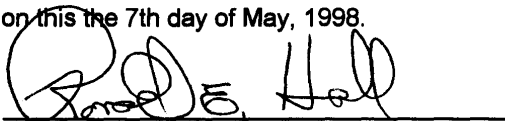
ABSENT: 1

C E R T I F I C A T E

I, the undersigned, being the duly elected and acting Secretary of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** hereby certify that the above and foregoing is a true and complete copy of the resolution duly and unanimously adopted by the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** on May 7, 1998.

I further certify, that according to the minute book of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** which is in my possession the foregoing resolution has not been revoked, rescinded, or amended, directly or by inference to this date.

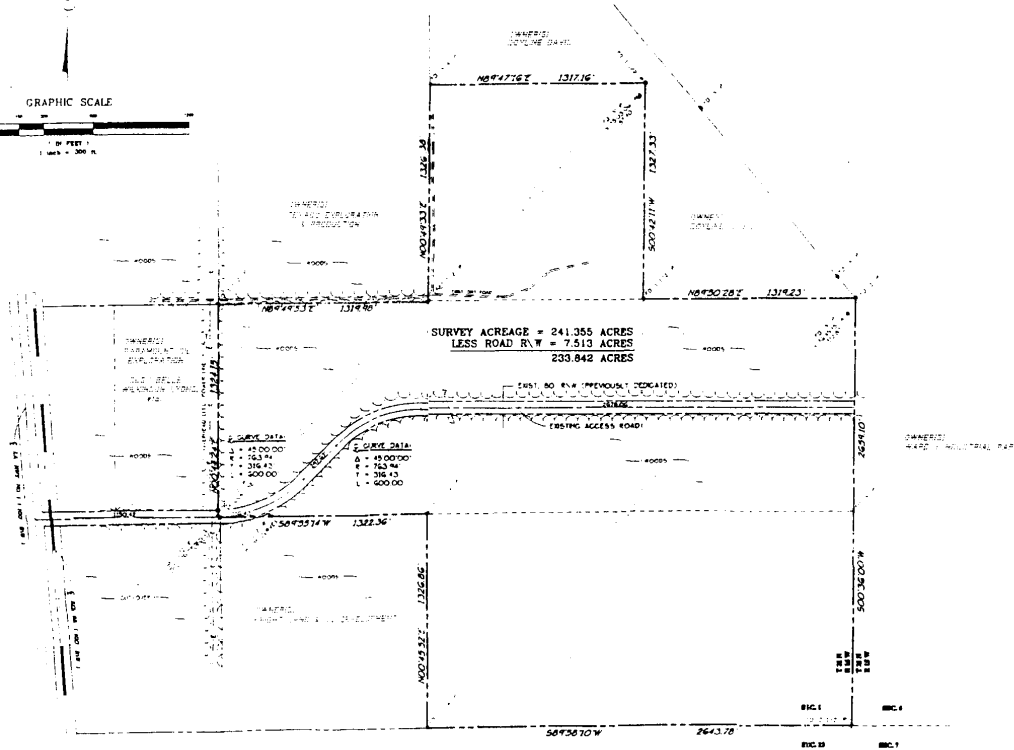
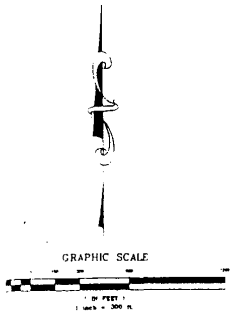
Vivian, Caddo Parish, Louisiana, on this the 7th day of May, 1998.



RONALD E. HALL
SECRETARY, CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION

MAP OF SURVEY

SHOWING A 233.842 ACRE TRACT LOCATED
IN SECTION 1 - TWP. 21 NORTH - RNG. 16 WEST
CADDO PARISH LA.



LEGAL DESCRIPTION:

A tract of land being the Southeast Quarter (SE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4) of Section 1, Township 21 North Range 16 West and except a previously dedicated 80' wide road right-of-way described in our Book 3074 Page 637 Conveyance Records of Caddo Parish LA. Said tract herein described contains 233.842 acres.

1614656

GENERAL SURVEY NOTES:

1. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CLAIMED AS PART OF THE SURVEY. NO STATEMENT IS MADE CONCERNING CONDITIONS THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
2. SURVEYOR HAS MADE NO INVESTIGATIVE SEARCH FOR ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS BASED ON RECORD BEARINGS.
4. METAL "T" POSTS SET AS WITNESS POSTS NEAR ALL CORNER MONUMENTS OF THE 233.842 ACRE TRACT.

11081



- REFERENCE DOCUMENTS:**
1. ARKANSAS LOUISIANA GAS CO. MAP DATED AUGUST 1978 LESTER C. DRACH PLS
 2. ATOLEY & ATOLEY MAP DATED DECEMBER 16 1985 BEN D. ATOLEY, JR. PLS
 3. ALLIANCE INC ROAD DESIGN PLANS DATED JULY 1985
 4. ACCESS ROAD DEDICATION MAP CONVEYANCE BOOK 3074 PAGE 637 RECORDS OF CADDO PARISH LA.

I HEREBY STATE THAT THIS SURVEY WAS PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

Raymond D. Lewis JUNE 1, 1988
RAYMOND D. LEWIS
REG. PROFESSIONAL LAND SURVEYOR
LA. LIC. NO. 4838

Alliance, Inc.
Architecture • Engineering • Planning
Airport Consulting • Surveying
Petroleum Square, Suite 100 1321 North Hearse Avenue
Shreveport, LA 71107 Ph (318) 221-7501 FAX (318) 221-7655

W. Cortez
DPY CLERK & RECORDER

FILED & RECORDED
CADDO PARISH
SHREVEPORT, LA
GARY LOFTIN CLERK

C 3579

1838740

2003 JAN 23 A 10:44

STATE OF LOUISIANA:

CASH SALE DEED

PARISH OF CADDO:

BE IT KNOWN, that this day, before me, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid state and parish, personally came and appeared:

BARROW HEATH COTTON VALLEY TIMBER, LTD, a Texas limited liability partnership, duly authorized to do business in the State of Louisiana, with an office as Post Office Box 4469, Longview, Texas 75606, represented herein by its General Partner, Barrow Heath, Inc., a Texas corporation, the General Partner being represented herein by Jim N. Heath, it's President, duly authorized to so act;

sometimes herein referred to as "Seller";

who declared that they do by these presents, **GRANT, BARGAIN, SELL, CONVEY and DELIVER**, without full guarantee of title, but with complete transfer and subrogation of all rights and actions against all former proprietors of the property herein conveyed unto:

CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION (TIN 72-1302659), a non-profit Corporation organized under the Laws of the State of Louisiana, domiciled in Caddo Parish, Louisiana, with a mailing address of 120 West Arkansas. Vivian, Louisiana 71082; herein represented by **JAMES M. FRANCIS**, its President, duly authorized to act on its behalf, pursuant to a resolution of the Board of Directors of **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, a certified copy of said resolution is attached hereto and made a part hereof;

the following described property, to-wit:

TRACT 1:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:

From a 2 inch iron pipe at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, being the Point of Beginning of the tract herein described;

Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 228.66 feet to a ½ inch iron pipe on the Westerly Right of Way line of Louisiana Highway No. 170 (Vivian-Gilliam Hwy):

Thence South 51°26'07" East along said Westerly Right of Way line, a distance of 1,356.73 feet to a ½ inch iron pipe on the East line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 484.00 feet to a 2 inch iron pipe on the South Line of the South west Quarter of the Northeast Quarter of said Section 6;

Thence South 89°56'58" West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 1,290.83 feet to a ½ inch iron pipe on the West line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence North along the West line of the southwest Quarter of the Northeast Quarter of aid Section 6, a distance of 1,330.99 feet to the Point of Beginning;

Said tract herein described contains 29.091 acres.

Map Attached

TRACT 2:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:

From a 2 inch iron pipe as the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, Being the Point of Beginning of the tract herein described;

Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 717.35 feet to a ½ inch iron pipe on the Easterly Right of Way line of Louisiana Highway No. 170 (Vivian -Gilliam Hwy):

Thence North 51°26'07" West along said Easterly Right of Way line, a distance of 1,151.07 feet to a ½ inch iron pipe on the North line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 898.06 feet to the Point of Beginning;

Said tract herein described contains 7.395 Acres.

The above referred to property is shown on the survey prepared by Garland D. Herring, a professional land surveyor, on November 5, 2002, said survey being attached hereto and made apart hereof this Cash Sale Deed.

This sale is made subject to all recorded rights-of-way, easements, servitudes, existing oil, gas, and mineral leases and reservations and timber leases.

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

This sale is made for the consideration of the sum of **TWENTY ONE THOUSAND SIX HUNDRED AND NO/100'S (\$21,600.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged.

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

Vendor agrees to pay the current year taxes on the above referred to property. That vendee will pay any and all future taxes that may accrue on said property.

Vendor will provide evidence of payment of said property taxes unto vendee on or before December 31, 2002.

DONE AND PASSED in said Dress County, Texas, in the presence of the undersigned competent witnesses, on this the 16th day of December, 2002.

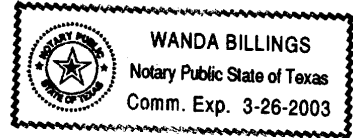
ATTEST: **BARROW HEATH COTTON VALLEY TIMBER, LTD, VENDOR**
By: **BARROW HEATH, INC. IT'S GENERAL PARTNER**

Annette Stanford

Jim N. Heath
BY: **JIM N. HEATH, President**

Linda Annand

Wanda Billings
NOTARY PUBLIC



In and for Dress County, Texas
My Commission Expires: 3/26/03

STATE OF LOUISIANA:

PARISH OF CADDO:

DONE AND PASSED in said Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 9 day of January, 2002 ~~2003~~

ATTEST: **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

James M. Francis

James M. Francis
BY: **JAMES M. FRANCIS, President**

Douglas C. Dominick

Douglas C. Dominick
DOUGLAS C. DOMINICK, NOTARY PUBLIC
My Commission Is For Life

MAP OF SURVEY
 SHOWING TWO TRACTS OF LAND OWNED BY
BARROW HEATH COTTON VALLEY TIMBER, LTD
 BEING THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF
 OF SECTION 6 - TOWNSHIP 21 NORTH - RANGE 15 WEST, CADDO PARISH, LOUISIANA

OWNER: WILLIAM B. PARKER, III
 BOOK 2883, PAGE 548

OWNER: WILLIAM B. PARKER, III
 BOOK 2641, PAGE 598

POINT OF BEGINNING
 29.091 AC. TRACT
 FOUND 2" IRON PIPE
 NW COR OF THE SW/4
 OF THE NE/4, SECTION 6

POINT OF BEGINNING
 7.395 AC. TRACT
 FOUND 2" IRON PIPE
 NE COR OF THE SW/4
 OF THE NE/4, SECTION 6



SCALE: 1"=200'
 DATE: 11/05/02

OWNER:
 CADDO PARISH COMMISSION
 BOOK 2304, PAGE 281

29.091 AC.

OWNER:
 BARROW HEATH COTTON VALLEY TIMBER, LTD.
 BOOK 3521, PAGE 613

OWNER:
 CECIL BARLOW,
 TRUSTEE
 BOOK 3521, PAGE 613

OWNER:
 CECIL BARLOW,
 TRUSTEE
 BOOK 3521, PAGE 613

LEGEND:
 EXISTING FENCE ————
 RED PAINTED LINE ————

NORTH
 1,330.98'
 FOUND 1/2" I.P.

OWNER:
 BARROW HEATH COTTON VALLEY TIMBER, LTD.
 BOOK 3521, PAGE 613

LEGAL DESCRIPTION FOR A 29.091 ACRE TRACT:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:
 From a 2" iron pipe at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, being the Point of Beginning of the tract herein described;
 Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 228.66 feet to a 1/2" iron pipe on the Westerly Right of Way line of Louisiana Highway No. 170 (Vivian-Gilliam Hwy.);
 Thence South 51°26'07" East along said Westerly Right of Way line, a distance of 1,356.73 feet to a 1/2" iron pipe on the East line of the Southwest Quarter of the Northeast Quarter of said Section 6;
 Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 484.00 feet to a 2" iron pipe on the South Line of the Southwest Quarter of the Northeast Quarter of said Section 6;
 Thence South 89°56'58" West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 1,290.83 feet to a 1/2" iron pipe on the West line of the Southwest Quarter of the Northeast Quarter of said Section 6;
 Thence North along the West line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 1,330.99 feet to the Point of Beginning.
 Said tract herein described contains 29.091 acres.

LEGAL DESCRIPTION FOR A 7.395 ACRE TRACT:

A tract of land located in the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:
 From a 2" iron pipe at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, being the Point of Beginning of the tract herein described;
 Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 717.35 feet to a 1/2" iron pipe on the Easterly Right of Way line of Louisiana Highway No. 170 (Vivian-Gilliam Hwy.);
 Thence North 51°26'07" West along said Easterly Right of Way line, a distance of 1,151.07 feet to a 1/2" iron pipe on the North line of the Southwest Quarter of the Northeast Quarter of said Section 6;
 Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 898.06 feet to the Point of Beginning.
 Said tract herein described contains 7.395 Acres.

- NOTES:**
1. AN ASSUMED BEARING OF NORTH ALONG THE WEST LINE OF THE SUBJECT TRACT WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.
 2. THIS PROPERTY IS LOCATED IN ZONE "X" (OUTSIDE THE 500 YEAR FLOOD PLAIN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 2201700369F, DATED APRIL 6, 2000.
 3. 1/2" IRON PIPES WERE SET AT ALL CORNERS UNLESS OTHERWISE SHOWN HEREON.
 4. THIS SURVEY DOES NOT CONSTITUTE A RETRACEMENT SURVEY OF SECTION 6. BOUNDARY LINES SHOWN HEREON ARE BASED ON EXISTING MONUMENTATION AND EVIDENCE OF OCCUPATION.



Garland D. Herring
 Garland D. Herring, P.L.S.
 Registered Professional Land Surveyor
 LA. LIC. NO. 4685

SURVEY CERTIFICATION
 I HEREBY STATE THAT THIS SURVEY WAS PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.

Alliance, Inc.
 Architects • Engineers • Planners
 Petroleum Square, Suite 100 1324 North Hearne Avenue
 Shreveport, LA 71107 Phone (918)221-7501

S00211-T02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CADDO WARD II
INDUSTRIAL DEVELOPMENT CORPORATION**

On a motion duly made by RONALD E. HALL and seconded by RONNIE ALLEN the following resolution was unanimously adopted at a regular meeting of the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, held at 120 West Arkansas at Citizens Bank & Trust Company, Vivian, Louisiana, on December 5, 2002, pursuant to due notice according to the law and open to the public, at which meeting the majority of the members of the Board of Directors were present:

"WHEREAS, an offer has been made to sell the following described property, to wit:

TRACT 1:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:

From a 2 inch iron pipe at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, being the Point of Beginning of the tract herein described;

Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 228.66 feet to a ½ inch iron pipe on the Westerly Right of Way line of Louisiana Highway No. 170 (Vivian-Gilliam Hwy):

Thence South 51°26'07" East along said Westerly Right of Way line, a distance of 1,356.73 feet to a ½ inch iron pipe on the East line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 484.00 feet to a 2 inch iron pipe on the South Line of the South west Quarter of the Northeast Quarter of said Section 6;

Thence South 89°56'58" West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 1,290.83 feet to a ½ inch iron pipe on the West line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence North along the West line of the southwest Quarter of the Northeast Quarter of aid Section 6, a distance of 1,330.99 feet to the Point of Beginning;

Said tract herein described contains 29.091 acres.

TRACT 2:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, and being more particularly described as follows:

From a 2 inch iron pipe as the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana, Being the Point of Beginning of the tract herein described;

Thence South 00°09'25" East along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 717.35 feet to a ½ inch iron pipe on the Easterly Right of Way line of Louisiana Highway No. 170 (Vivian -Gilliam Hwy):

Thence North 51°26'07" West along said Easterly Right of Way line, a distance of 1,151.07 feet to a ½ inch iron pipe on the North line of the Southwest Quarter of the Northeast Quarter of said Section 6;

Thence South 89°59'08" East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, a distance of 898.06 feet to the Point of Beginning;

Said tract herein described contains 7.395 Acres.

to the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

"WHEREAS, the CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION has determined that the purchase of the above described property is an integral and necessary step in furtherance of the purposes of the Corporation as defined by the Articles of Incorporation of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**; and,

"NOW, THEREFORE, BE IT RESOLVED, That JAMES M. FRANCIS, President, be and he is hereby authorized for and on behalf of the CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION, to purchase, the above referred to described property.

"BE IT FURTHER RESOLVED, That the sale of the above described property is to be purchased for a price of TWENTY ONE THOUSAND SIX HUNDRED AND NO/100'S (\$21,600.00) DOLLARS;

"BE IT FURTHER RESOLVED, That JAMES M. FRANCIS, President, is hereby authorized on behalf of the CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION to sign and execute all deeds, and any other legal papers and documents necessary to consummate such purchase of said property of the CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION as deemed by said President at his discretion as advisable, necessary and in the best interest of the CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION"

The following vote was received by, RONALD E. HALL, RONNIE R. ALLEN, HAYWARD MCCORMICK, JAMES T. SIMS, and KENNETH BAIN.

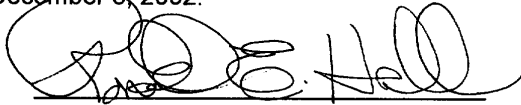
AYES: 3 NAYS: 0 ABSENT: 2

C E R T I F I C A T E

I, the undersigned, being the duly elected and acting Secretary of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** hereby certify that the above and foregoing is a true and complete copy of the resolution duly and unanimously adopted by the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** on December 5, 2002.

I further certify, that according to the minute book of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** which is in my possession the foregoing resolution has not been revoked, rescinded, or amended, directly or by inference to this date.

Vivian, Caddo Parish, Louisiana, on December 5, 2002.

A handwritten signature in black ink, appearing to read "Ronald E. Hall", written over a horizontal line.

**RONALD E. HALL
SECRETARY, CADDO WARD II
INDUSTRIAL DEVELOPMENT
CORPORATION**

C:\2002\Ward2\BarrowHeath\Incl\resolution.wpd

C 3616

1867702
GARY LOFTIN
CLERK OF COURT

FILED & RECORDED
CADDOPARISH
SHREVEPORT, LA.

2003 JUL -9 A 11 24
[Signature]
CLERK OF COURT

STATE OF LOUISIANA:

CASH SALE DEED

PARISH OF CADDO:

BE IT KNOWN, that this day, before me, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid state and parish, personally came and appeared:

BARROW HEATH COTTON VALLEY TIMBER, LTD, a Texas limited liability partnership, duly authorized to do business in the State of Louisiana, with an office as Post Office Box 4469, Longview, Texas 75606, represented herein by its General Partner, Barrow Heath, Inc., a Texas corporation, the General Partner being represented herein by Jim N. Heath, it's President, duly authorized to so act;

sometimes herein referred to as "Seller";

who declared that they do by these presents, **GRANT, BARGAIN, SELL, CONVEY and DELIVER**, without full guarantee of title, but with complete transfer and subrogation of all rights and actions against all former proprietors of the property herein conveyed unto:

CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION (TIN 72-1302659), a non-profit Corporation organized under the Laws of the State of Louisiana, domiciled in Caddo Parish, Louisiana, with a mailing address of 120 West Arkansas. Vivian, Louisiana 71082; herein represented by **JAMES M. FRANCIS**, its President, duly authorized to act on its behalf, pursuant to a resolution of the Board of Directors of **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, a certified copy of said resolution is attached hereto and made a part hereof;

the following described property, to-wit:

Southwest Quarter of Section 5, Township 21 North, Range 15 West, Caddo Parish, Louisiana; Southeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; South Half of Southwest Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; and Northwest Quarter of Northwest Quarter of Section 8, Township 21 North, Range 15 West, Caddo Parish, Louisiana.

The above referred to property is being conveyed herein together with all buildings and improvements thereon and contains the following geographical numbers 211505-0-6; 211506-0-17; and 211508-0-12. The above referred to property being conveyed herein contains 437.63 acres more or less and being more fully shown on the survey prepared by Kenneth V. Hill, a professional land surveyor, on April 28, 2003, said survey being attached hereto and made a part hereof the Cash Sale Deed.

This sale is made subject to all recorded rights-of-way, easements, servitudes, existing oil, gas, and mineral leases and reservations and timber leases.

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

This sale is made for the consideration of the sum of **TWO HUNDRED FORTY THREE THOUSAND EIGHT HUNDRED SEVENTEEN AND NO/100'S (\$243,817.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged.

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

357

Taxes have been prorated as of the date of this sale, with Seller's portion thereof deducted from the purchase price. Purchaser agrees to pay to the taxing authority all past due taxes and all taxes for the current year when same become due.

DONE AND PASSED in said Gregg County, Texas, in the presence of the undersigned competent witnesses, on this the 24th day of May, 2003.

ATTEST:

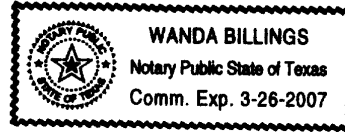
BARROW HEATH COTTON VALLEY TIMBER,
LTD, VENDOR
By: BARROW HEATH, INC. IT'S GENERAL
PARTNER

Lynnea W. Cammack

Jim N Heath
BY: JIM N. HEATH, President

Annette Stanford

Wanda Billings
NOTARY PUBLIC



In and for Gregg County, Texas
My Commission Expires: 3/26/2007

STATE OF LOUISIANA:

PARISH OF CADDO:

DONE AND PASSED in said Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses, on this the 24th day of May, 2003.

ATTEST:

CADDO WARD II INDUSTRIAL DEVELOPMENT
CORPORATION

Teremi Courtney

James M. Francis
BY: JAMES M. FRANCIS, President

Douglas C. Dominick

DOUGLAS C. DOMINICK, NOTARY PUBLIC
My Commission Is For Life

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

On a motion duly made by **ERNEST AVRA** and seconded by **KENNY BAIN** the following resolution was unanimously adopted at a regular meeting of the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, held at the 120 West Arkansas at Citizens Bank & Trust Company, Vivian, Louisiana, on May 1, 2003, pursuant to due notice according to the law and open to the public, at which meeting the majority of the members of the Board of Directors were present:

"WHEREAS, an offer has been made to sell the following described property, to wit:

Southwest Quarter of Section 5, Township 21 North, Range 15 West, Caddo Parish, Louisiana; Southeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; South Half of Southwest Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; and Northwest Quarter of Northwest Quarter of Section 8, Township 21 North, Range 15 West, Caddo Parish, Louisiana.

to the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**

"WHEREAS, the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** has determined that the purchase of the above described property is an integral and necessary step in furtherance of the purposes of the Corporation as defined by the Articles of Incorporation of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**; and,

"NOW, THEREFORE, BE IT RESOLVED, That **JAMES M. FRANCIS**, President, be and he is hereby authorized for and on behalf of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**, to purchase, the following property to wit:

Southwest Quarter of Section 5, Township 21 North, Range 15 West, Caddo Parish, Louisiana; Southeast Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; South Half of Southwest Quarter of Section 6, Township 21 North, Range 15 West, Caddo Parish, Louisiana; and Northwest Quarter of Northwest Quarter of Section 8, Township 21 North, Range 15 West, Caddo Parish, Louisiana.

"BE IT FURTHER RESOLVED, That the sale of the above described property is to be purchased for a price of **\$243,817.00**.

"BE IT FURTHER RESOLVED, That **JAMES M. FRANCIS**, President, is hereby authorized on behalf of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** to sign and execute all deeds, and any other legal papers and documents necessary to consummate such purchase of said property of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** as deemed by said President at his discretion as advisable, necessary and in the best interest of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION**"

The following vote was received by, RONALD E. HALL, RONNIE R. ALLEN, JAMES
T. SIMS, KENNETH BAIN, HAYWARD MCCORMICK and ERNEST AVRA.

AYES: 5

NAYS: 0

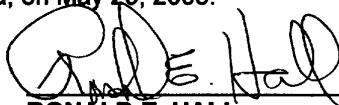
ABSENT: 1

C E R T I F I C A T E

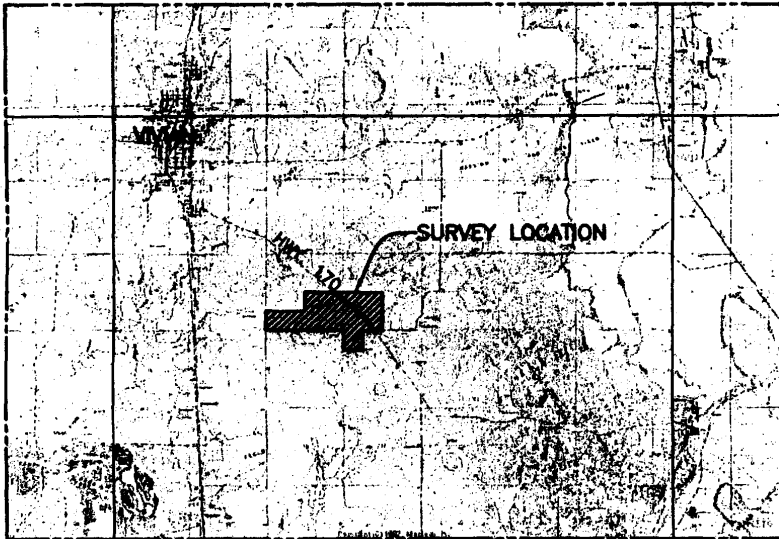
I, the undersigned, being the duly elected and acting Secretary of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** hereby certify that the above and foregoing is a true and complete copy of the resolution duly and unanimously adopted by the Board of Directors of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** on May 1, 2003.

I further certify, that according to the minute book of the **CADDO WARD II INDUSTRIAL DEVELOPMENT CORPORATION** which is in my possession the foregoing resolution has not been revoked, rescinded, or amended, directly or by inference to this date.

Vivian, Caddo Parish, Louisiana, on May 29, 2003.



RONALD E. HALL
SECRETARY, CADDO WARD II INDUSTRIAL
DEVELOPMENT CORPORATION



VICINITY MAP

(Ind) 1/2" Pipe

CADDO WARD II INDUSTRIAL
DEVELOPMENT CORP.
BK. 3264, PG. 74

CADDO PARISH COMMISSION
BK. 2304, PG. 281

N 0°25'34" E

(Ind) 2" Pipe

S 89°35'52" E
2644.18'

(Ind) 2" Pipe

T21N-R16W

N 00°36'00" E
1294.82'

S 1/2, SW 1/4, SEC 6, T21N-R15W

1
12

3
7

(Ind) 2" Pipe

N 89°29'07" W
2653.41'

(Ind) 2" Pipe

BBARD
PG. 75

TEXACO, INC.
361

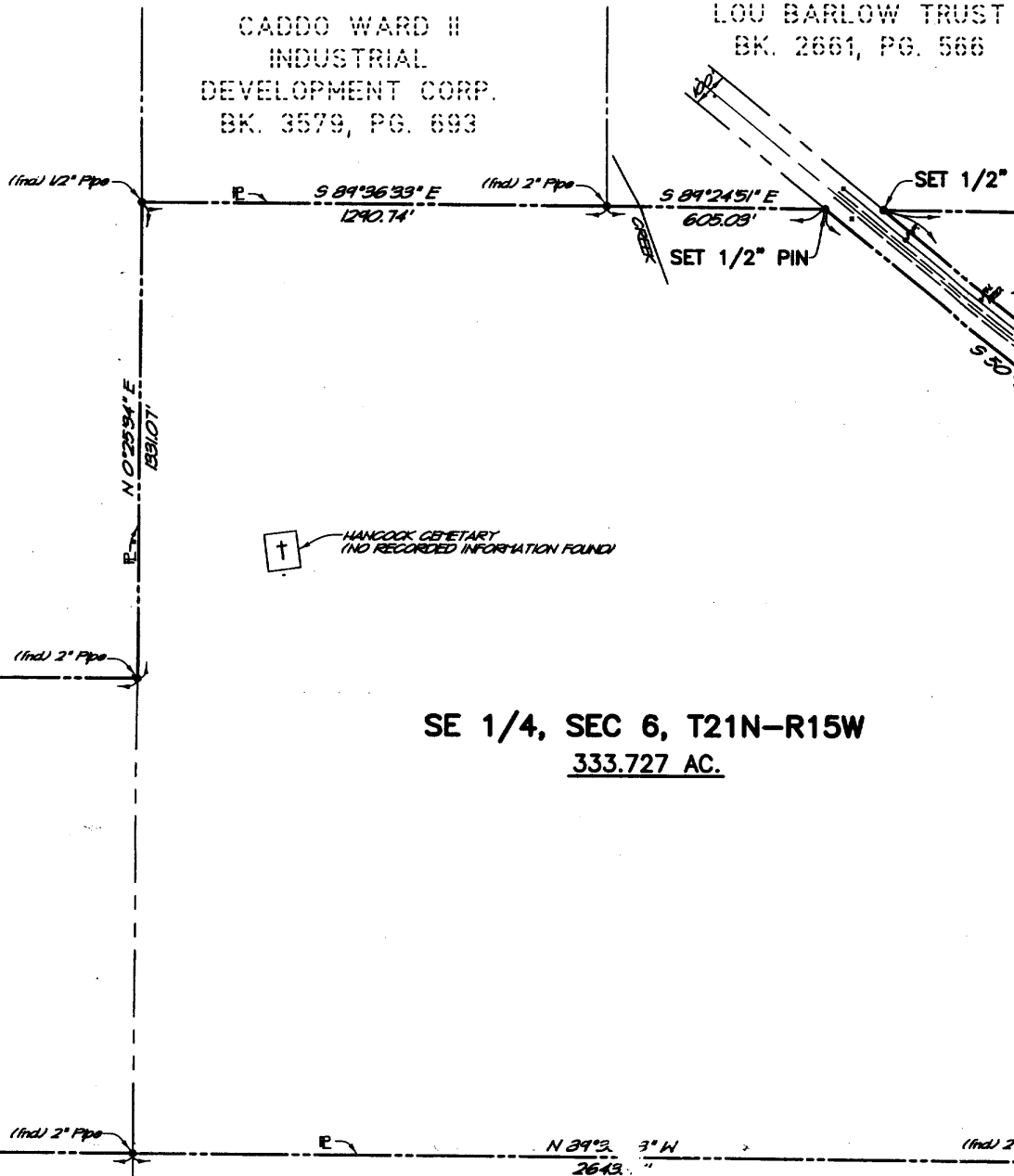
SURVEY CERTIFICATION

BOUNDARY SURVEY

Of two tracts of land containing a total of 437.634 Southwest 1/4, and the Southeast 1/4 of Section 1 Northwest 1/4, Northwest 1/4 of Section 8, Townsh Louisiana.

CECIL BARLOW, TRUSTEE
OF THE CECIL & ANNIE
LOU BARLOW TRUST
BK. 2661, PG. 566

CADDO WARD II
INDUSTRIAL
DEVELOPMENT CORP.
BK. 3579, PG. 693



SE 1/4, SEC 6, T21N-R15W
333.727 AC.

N-R15W

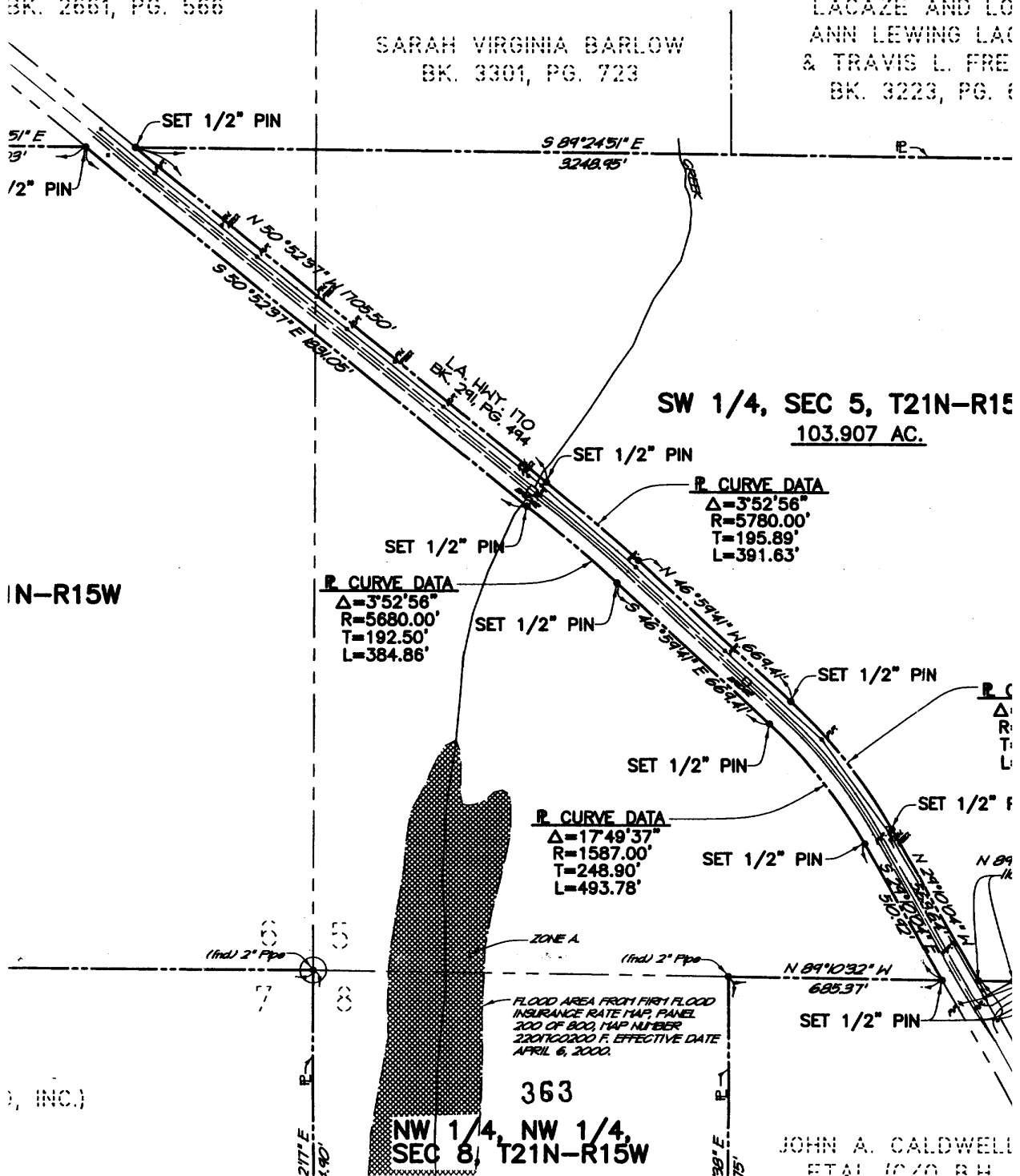
TEXACO INC.
(C/O T.E.P.I., TEXACO, INC.)

g a total of 437.634 acres, more or less, being the South 1/2 of the
 east 1/4 of Section 6, and the Southwest 1/4 of Section 5, and the
 of Section 8, Township 21 North, Range 15 West, Caddo Parish,

L. BARLOW, TRUSTEE
 THE CECIL & ANNIE
 DU BARLOW TRUST
 BK. 2661, PG. 566

JAMES GREGORY
 LACAZE AND LO
 ANN LEWING LAC
 & TRAVIS L. FRE
 BK. 3223, PG. 6

SARAH VIRGINIA BARLOW
 BK. 3301, PG. 723



SW 1/4, SEC 5, T21N-R15
 103.907 AC.

P. CURVE DATA
 $\Delta = 3^{\circ}52'56''$
 $R = 5780.00'$
 $T = 195.89'$
 $L = 391.63'$

P. CURVE DATA
 $\Delta = 3^{\circ}52'56''$
 $R = 5680.00'$
 $T = 192.50'$
 $L = 384.86'$

P. CURVE DATA
 $\Delta = 17^{\circ}49'37''$
 $R = 1587.00'$
 $T = 248.90'$
 $L = 493.78'$

ZONE A
 FLOOD AREA FROM FIRST FLOOD
 INSURANCE RATE MAP, PANEL
 200 OF 800, MAP NUMBER
 220100200 F. EFFECTIVE DATE
 APRIL 6, 2000.

363
 NW 1/4, NW 1/4,
 SEC 8, T21N-R15W

JOHN A. CALDWELL
 ET AL 10/00 R/L

South 1/2 of the
ction 5, and the
ddo Parish,



JAMES GREGORY
LACAZE AND LORRIE
ANN LEWING LACAZE
& TRAVIS L. FREEMAN
BK. 3223, PG. 647

MUNIS K.
WOOLBERT, JR.
BK. 3028,
PG. 412

DONALD RAYMOND
TUCKER, ETAL
BK. 2679,
PG. 25

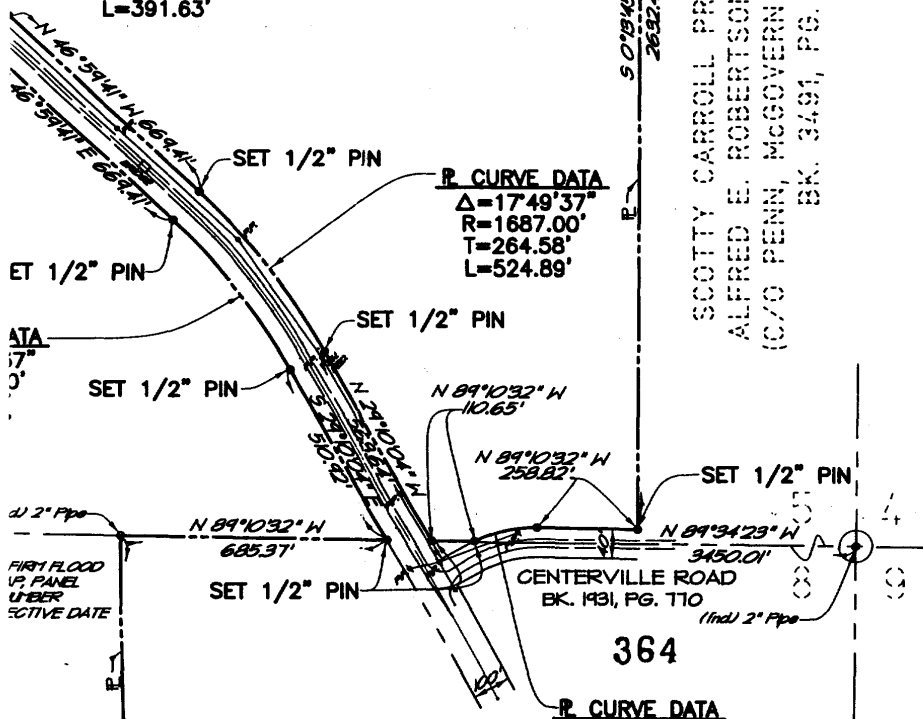
SW 1/4, SEC 5, T21N-R15W
103.907 AC.

2" PIN

P. CURVE DATA
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P. CURVE DATA
 $\Delta=17^{\circ}49'37''$
 $R=1687.00'$
 $T=264.58'$
 $L=524.89'$

P. CURVE DATA
 $\Delta=27^{\circ}56'10''$
 $R=343.28'$
 $T=85.38'$



SCOTTY CARROLL PRINCE 1/2 &
ALFRED E. ROBERTSON 2/7, ETAL
(C/O PENN, McGOVERN & COMPANY)
BK. 3491, PG. 421

FIRST FLOOD
V2 PANEL
NUMBER
EFFECTIVE DATE

JOHN A. CALDWELL,
ETAL C/O R.H.

Alliance
Incorporated
architecture
engineering
planning
surveying

State Old Tower, Suite 1200
601 Poydras Street
Shreveport, LA 71101

Phone 318-221-7200
Fax 318-221-7030

**AILLET,
FENNER,
JOLLY &
McCLELLAND, INC.**
Consulting Engineers
1055 LOUISIANA AVE.
SHREVEPORT, LA 71101
(318) 425-7452

Project Name Ward II Industrial Park Property Acquisition Vivian, Louisiana T-21-N, R-15-W, Caddo Parish, Louisiana		
Sheet Title Map of Survey - SW/4 of Sec. 5, SE/4 and S/2 of SW/4 of Sec. 6, and NW/4 of the NW/4 of Sec. 8		
No.	Revision	By/Date
Seal		



VICINITY MAP

(Incl) 12" Pipe

CADDO WARD II INDUSTRIAL
DEVELOPMENT CORP.
BK. 3264, PG. 74

CADDO PARISH COMMISSION
BK. 2304, PG. 281

N 0°25'31" E

T21N-R16W

N 00°36'00" E
1274.82'

S 1/2, SW 1/4, SEC 6, T21N-R15W

(Incl) 2" Pipe

S 89°35'52" E
2644.18'

(Incl) 2" Pipe

12
7

(Incl) 2" Pipe

N 89°29'07" W
2633.14'

(Incl) 2" Pipe

TEXACO, INC.

SURVEY CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION. ANY SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

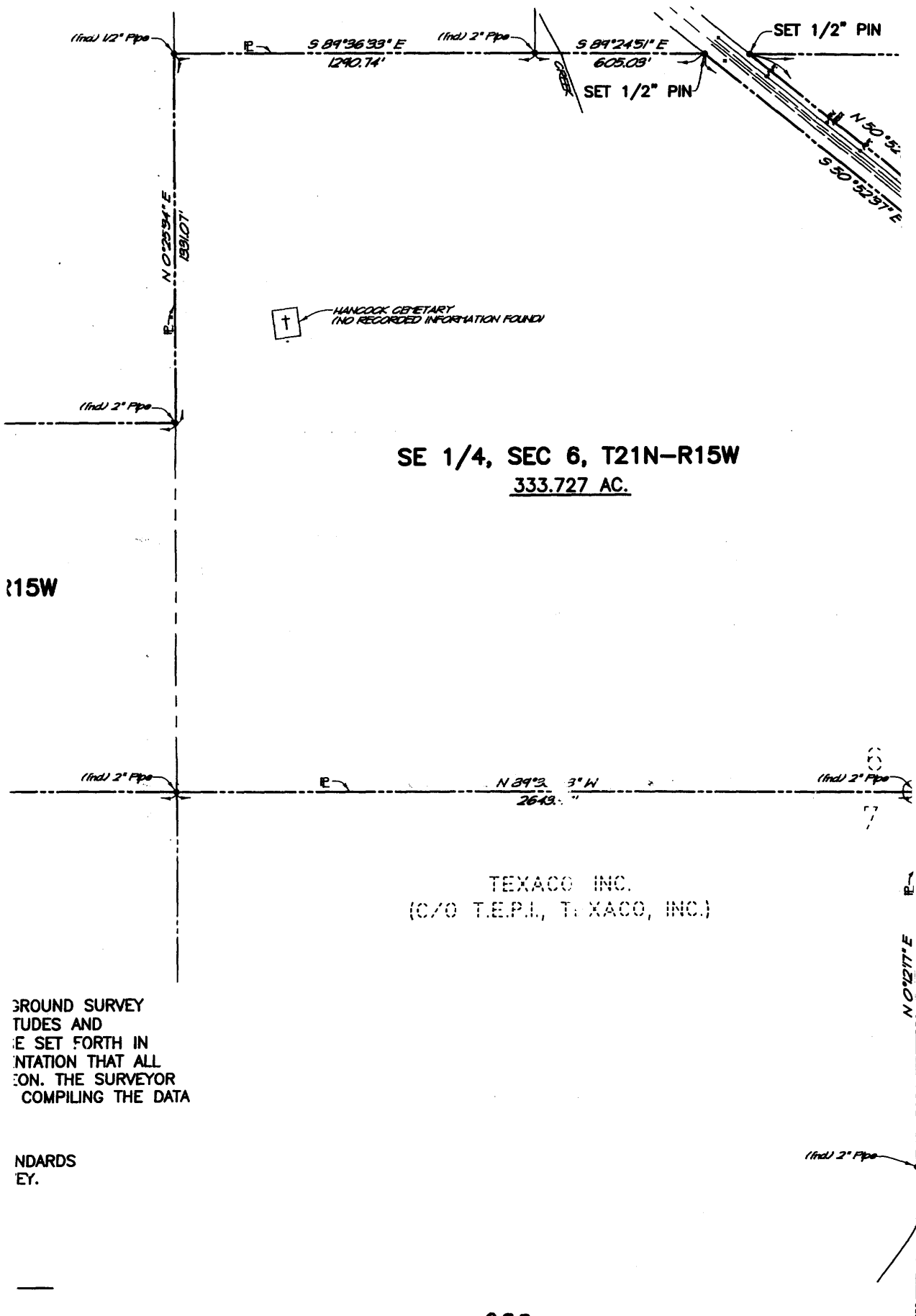
THIS SURVEY IS IN ACCORDANCE WITH THE LA. "MINIMUM STANDARDS FOR PROFESSIONAL SURVEYORS" FOR A CLASS "C" SURVEY.



Kenneth V. Hill
KENNETH V. HILL
REGISTERED PROFESSIONAL LAND SURVEYOR
LOUISIANA LICENSE NO. 1897

DATE: 4-28-07

JAMES S. HUBBARD
BK. 2566, PG. 75

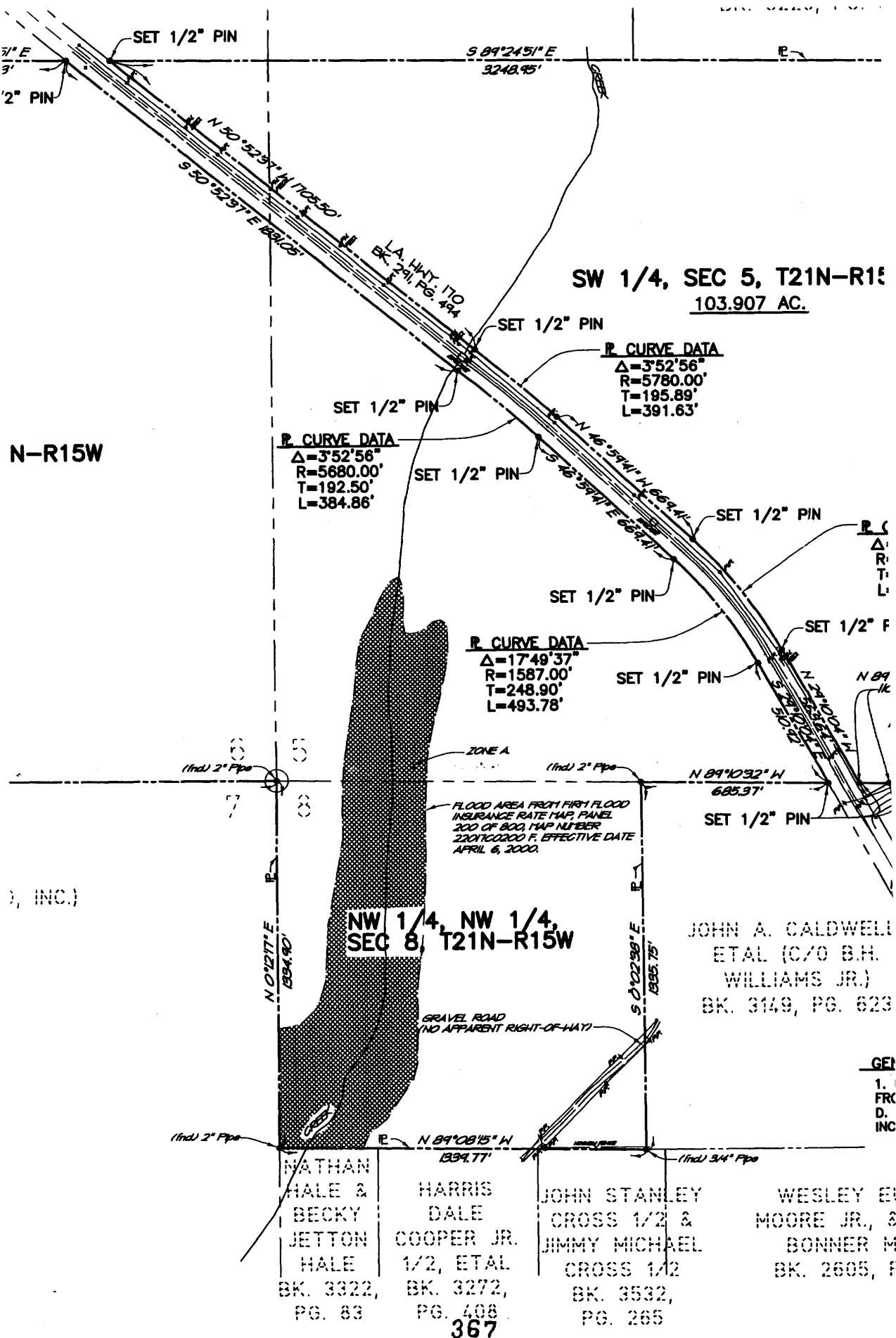


SE 1/4, SEC 6, T21N-R15W
333.727 AC.

TEXACO INC.
 (C/O T.E.P.I., TEXACO, INC.)

GROUND SURVEY
 TUBES AND
 BE SET FORTH IN
 NOTATION THAT ALL
 CON. THE SURVEYOR
 COMPILING THE DATA

STANDARDS
 BEY.



SW 1/4, SEC 5, T21N-R15
103.907 AC.

N-R15W

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FLOOD AREA FROM FIRST FLOOD INSURANCE RATE MAP, PANEL 200 OF 800, MAP NUMBER 2201102000 F, EFFECTIVE DATE APRIL 6, 2000.

NW 1/4, NW 1/4, SEC 8, T21N-R15W

JOHN A. CALDWELL ETAL (C/O B.H. WILLIAMS JR.)
 BK. 3149, PG. 623

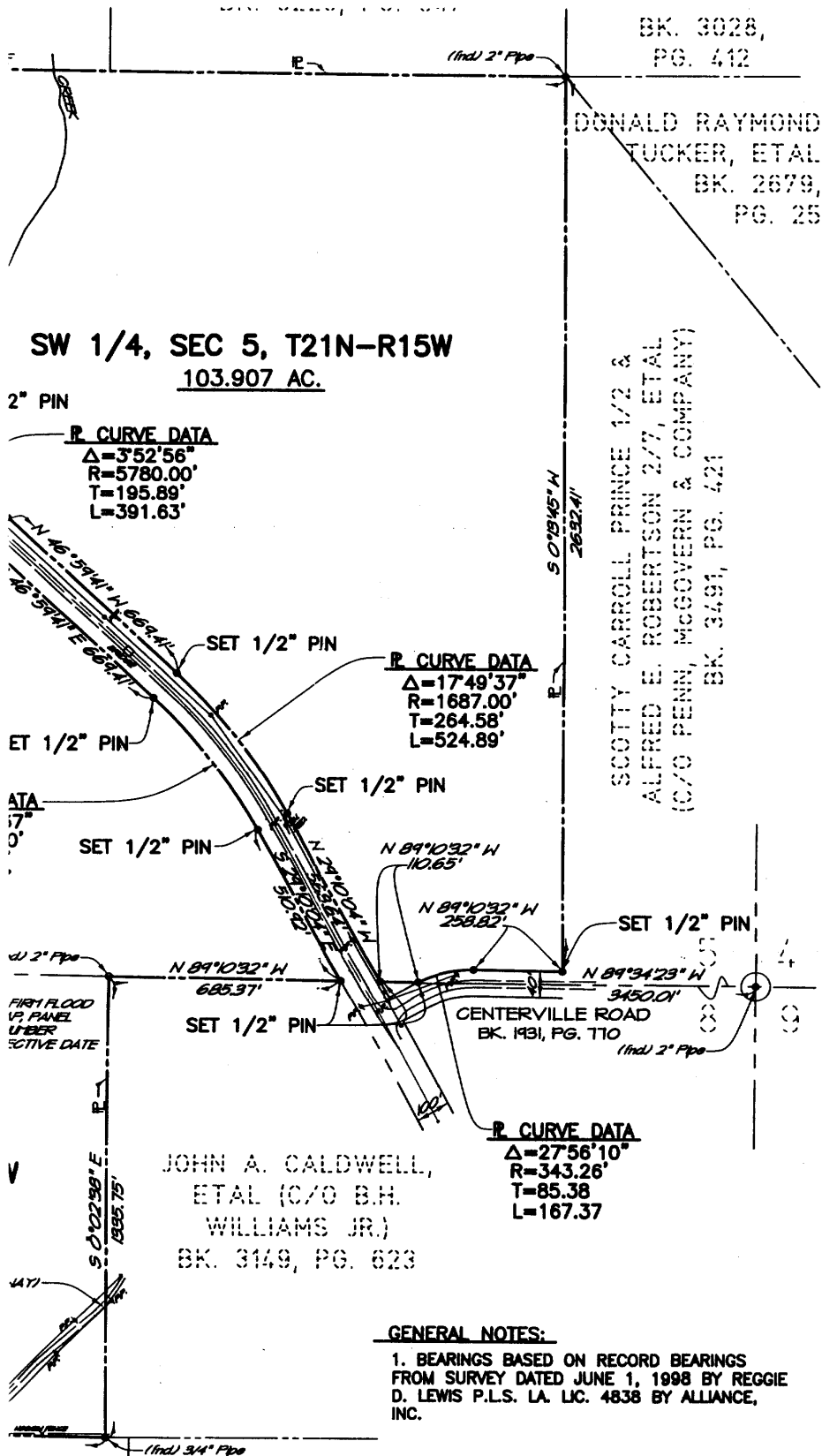
NATHAN MALE & BECKY JETTON HALE
 BK. 3922, PG. 83

HARRIS DALE COOPER JR. 1/2, ETAL
 BK. 3272, PG. 408

JOHN STANLEY CROSS 1/2 & JIMMY MICHAEL CROSS 1/2
 BK. 3532, PG. 265

WESLEY E. MOORE JR., & BONNER M.
 BK. 2605, P.

GEI
 1.
 FR
 D.
 INC



BK. 3028,
PG. 412

DONALD RAYMOND
TUCKER, ETAL
BK. 2679,
PG. 25

SW 1/4, SEC 5, T21N-R15W
103.907 AC.

2" PIN

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SCOTTY CARROLL PRINCE 1/2 &
ALFRED E. ROBERTSON 2/7, ETAL
(C/O PENN, McGOVERN & COMPANY)
BK. 3491, PG. 421

CENTERVILLE ROAD
BK. 1431, PG. 110

JOHN A. CALDWELL,
ETAL (C/O B.H.
WILLIAMS JR.)
BK. 3149, PG. 623

GENERAL NOTES:

1. BEARINGS BASED ON RECORD BEARINGS
FROM SURVEY DATED JUNE 1, 1998 BY REGGIE
D. LEWIS P.L.S. LA. LIC. 4838 BY ALLIANCE,
INC.

IN STANLEY
ROSS 1/2 &
MY MICHAEL
ROSS 1/2
BK. 3532,
PG. 265

WESLEY EUGENE
MOORE JR., & KAREN
BONNER MOORE
BK. 2605, PG. 210

FENNER,
JOLLY &
McCLELLAND, INC.
Consulting Engineers
1055 LOUISIANA AVE.
SHREVEPORT, LA 71101
(318) 425-7452

Project Name
**Ward II Industrial Park Property Acquisition
Vivian, Louisiana
T-21-N, R-15-W, Caddo Parish, Louisiana**

Sheet Title
**Map of Survey - SW/4 of Sec. 5, SE/4 and S/2 of
SW/4 of Sec. 6, and NW/4 of the NW/4 of Sec. 8**

No.	Revision	By/Date

Seal

**SEE
SURVEY
CERTIFICATION**

KENNETH V. HILL, REG. No. 1897
(318)-425-7452

Designed	E.L.J.
Drawn	A.D.F.
Checked	K.V.H.
Project Phase	
Date	4/25/03
Drawing No.	S00224-A01
Scale	1"=300'
Sheet No.	