

## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into and made effective on November 1, 2013, by and between **INTERNATIONAL PAPER COMPANY**, a New York corporation ("Assignor") and **THE AGRED FOUNDATION**, a Delaware corporation ("Assignee").

### RECITALS

Assignor has on this date conveyed to Assignee all of its right, title and interest in and to certain real property located in Lafayette County in the State of Arkansas (the "Property") pursuant to an Agreement of Donation (the "Donation Agreement"), with an Effective Date of July 17, 2013, by and between Assignor and Assignee. In connection with such conveyance, Assignor desires to transfer to Assignee certain agreement(s) that affect the Property.

**FOR AND IN CONSIDERATION OF** Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest, duties and obligations in, to and under that certain Act of Exchange, made as of June 23, 1952, by and between International Paper Company and the United States of America (the "Exchange Agreement") insofar as the Exchange Agreement affects the Property.

2. **Assumption.** Assignee hereby assumes all of Assignor's right, title, interest in and to the Exchange Agreement and Assignor hereby agrees to perform all duties and obligations of Assignor under the Exchange Agreement with regard to the Property arising or accruing from and after the date hereof.

3. **Indemnification.**

(a) Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all causes, claims, demands, losses, liabilities, costs, damages, expenses and fees (including, but not limited to, reasonable attorney's fees) incurred or suffered by Assignee as

a result of Assignor's failure to perform, at any time prior to the date hereof, any or all of Assignor's obligations or duties under the Exchange Agreement with regard to the Property.

- (b) Assignee hereby agrees to defend, indemnify and hold Assignor harmless from and against any and all causes, claims, demands, losses, liabilities, costs, damages, expenses and fees (including, but not limited to, reasonable attorney's fees) incurred or suffered by Assignor as a result of Assignee's failure to perform, from and after the date hereof, any or all of Assignee's obligations under the Exchange Agreement with regard to the Property.

4. Representations and Warranties. Subject to the terms of the Donation Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Exchange Agreement, and the Assignor expressly disclaims any implied warranties.

5. Miscellaneous. Subject to the terms of the Donation Agreement, all prior negotiations between the parties relating to the subject matter of this Assignment have been merged into and are superseded by this Assignment. This Assignment contains the entire understanding between the parties, and there are no promises, agreements, understandings, representations, warranties or conditions of any nature relating to the subject matter hereof not set forth herein, except as set forth in the Donation Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, successors, and assigns.

This Assignment is subject to the terms of the Donation Agreement.

This Assignment shall be interpreted and construed in accordance with the laws of the State of Arkansas.

**[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOW]**

*ASSIGNOR SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT*

**IN WITNESS WHEREOF**, Assignor has caused this Assignment and Assumption Agreement to be executed in its name and behalf by an authorized representative on this 30<sup>th</sup> day of ~~November~~, October 2013, to be effective November 1, 2013 (the "Effective Date").

**ASSIGNOR:**

**INTERNATIONAL PAPER COMPANY**

By: 

Name: Damien J. Bukowy


Title: Assistant Vice President

***ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT***

**IN WITNESS WHEREOF**, Assignee has caused this Assignment and Assumption Agreement to be executed in its name and behalf by an authorized representative on this 15<sup>th</sup> day of November, 2013, to be effective November 1, 2013 (the "Effective Date").

**ASSIGNEE:**

**THE AGRED FOUNDATION**

By:  \_\_\_\_\_

Name: Eric H. Fletcher

Title: Director

IN TESTIMONY WHEREOF, I have hereunto set my hand and OFFICIAL SEAL THIS 17th

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day of October, 1952.

(Seal)

Elva Gresham  
Notary Public, Dallas County, Texas.  
My Commission Expires June 1, 1953.

ELVA GRESHAM

Filed for record in my office on this the 17th day of October, 1952, at 8:00 o'clock A.M., and duly recorded in Record Book R-9 at page 560.

(Seal)

Elise Bruton Clerk

Elise Bruton

INTERNATIONAL PAPER CO.

ACT OF EXCHANGE

U. S. A.

BE IT REMEMBERED BY THESE PRESENTS, That International Paper Company, a corporation organized under the laws of the State of New York, and qualified to do and doing business in the State of Arkansas, herein appearing and represented by J. H. Friend its Vice President duly authorized hereunto by resolution of the Board of Directors adopted on December 11, 1951, a certified copy of which is annexed hereto, and the UNITED STATES OF AMERICA, herein represented by Karl E. Bendetsen, Acting Secretary of the Army, acting pursuant to the provisions of Section 2 of the Act approved 20 June 1938 (52 Stat. 804; 33 USCA 558b), as amended by Section 3 of the Act approved 11 August 1939 (53 Stat. 1414; 33 USCA 558b-1), declare that:

WHEREAS, the Flood Control Act approved 28 June 1938 (52 Stat. 1215), as modified by the Act approved 28 June 1939 (53 Stat. 856), authorized the construction of a reservoir and other control works in accordance with plans in the Office of the Chief of Engineers, known as Bayou Bodcau Dam and Reservoir Project, Bossier and Webster Parishes, Louisiana, and Lafayette County, Arkansas; and

WHEREAS, the said Bayou Bodcau Dam and Reservoir has been constructed, and the United States of America has acquired all lands, or interests therein, required for the construction, operation and maintenance thereof, except certain lands owned by International Paper Company situated in Bossier and Webster Parishes, Louisiana, and in Lafayette County, Arkansas; and

WHEREAS, International Paper Company, at the time of the commencement of the acquisition of the lands, or interests therein, required for the project, indicated its willingness to cooperate with the United States in the construction of the project by the conveyance of flowage easements over a part of its lands within the reservoir area, comprising 854.7 acres, more or less, Webster Parish, Louisiana, provided that said Company be permitted to maintain all existing basins and structures or to erect and maintain additional basins and structures on the above-mentioned lands, with certain reservations, which conveyance of a perpetual flowage easement was accepted by the United States, as is more fully shown by that certain Perpetual Easement Deed and Damage Release executed and recorded in Conveyance Record, Volume 214, page 38, in the Office of the Clerk and Ex-Officio Recorder, Webster Parish, Louisiana; and

WHEREAS, it has been determined that an industrial water supply reservoir to be constructed by International Paper Company within the upper limits of Bayou Bodcau Reservoir is necessary and feasible and will not interfere with the construction, operation

and maintenance of the said Bayou Bodcau Reservoir Project, and plans therefor have been approved by the Chief of Engineers, Department of the Army; and.

WHEREAS, International Paper Company is agreeable to conveying the United States of America, without cost, Flowage easements over all of its remaining lands and property in Bossier and Webster Parishes, Louisiana, and in Lafayette County, Arkansas, within the limits of the Bayou Bodcau Dam and Reservoir Project, in consideration of the United States conveying to said Company a perpetual easement over lands owned by the United States in Lafayette County, Arkansas, for its construction of a dam and reservoir to supply fresh water for industrial purposes.

NOW, THEREFORE, the said International Paper Company does by these presents grant, bargain, sell and convey unto the United States of America, and its assigns, without warranty of any kind except that hereinafter contained, the perpetual right, power, privilege and easement in, on and over the lands and properties hereinafter described, to enter thereon, and to flood and/or submerge the same permanently or intermittently in the construction, operation and maintenance of the Bayou Bodcau Dam and Reservoir Project, Bossier and Webster Parishes, Louisiana, and Lafayette County, Arkansas, said lands being described as follows:

BAYOU BODCAU DAM AND RESERVOIR

Tract No. 806

A tract or parcel of land being the  $S\frac{1}{2}$  of Section 5, Township 20 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 317.1 acres, more or less.

Tract No. 814

A tract or parcel of land being the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$ , and a part of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$ , Section 31, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and more particularly described as follows:

Beginning at the northwest corner of the  $SE\frac{1}{4}$ , Section 31, Township 19 South, Range 23 West; thence along the north line of said  $SE\frac{1}{4}$ ,  $S 87^{\circ}57' E$ , 1311 feet to the east line of the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 31; thence, along said east line of the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$ , Section 31,  $S 02^{\circ}15' W$ , 1315 feet to a point on the south line of the  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ ; thence, along the South line of the  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ ,  $S 88^{\circ}00' E$ , 1314 feet to a point on the east line of Section 31; thence along said east line of Section 31,  $S 02^{\circ}11' W$ , 560 feet to the center-line of a Lafayette County road running from Bradley, Arkansas to Tyler Bridge; thence, along said centerline of said road,  $S 49^{\circ}20' W$ , 535 feet to a point; thence  $N 43^{\circ}00' W$ , 1300 feet to the south line of the  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ , Section 31; thence, along said south line of the  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ , Section 31,  $N 88^{\circ}00' W$ , 1313 feet to the west line of the  $SE\frac{1}{4}$  Section 31; thence, along the said west line of the  $SE\frac{1}{4}$ , Section 31,  $N 02^{\circ}19' E$ , 987 feet to a point; thence, along the said west line of the  $SE\frac{1}{4}$ , Section 31,  $N 02^{\circ}19' E$ , 329 feet to the point of beginning, containing 55.8 acres, more or less.

TRACT NO. 818

A tract or parcel of land being the  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$ , the  $S\frac{1}{2}$  of the  $NE\frac{1}{4}$ , and the  $SE\frac{1}{4}$  of Section 19; the  $W\frac{1}{2}$  of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the

NW $\frac{1}{4}$ , Section 20; the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 29; the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , and the SE $\frac{1}{4}$ , Section 30; the NE $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 31; the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the W $\frac{1}{2}$  of the SW $\frac{1}{4}$ , Section 32; all in Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 276.8 acres, more or less, in Section 19; 9.8 acres, more or less, in Section 20; 19.8 acres more or less, in Section 29; 237.0 acres, more or less, in Section 30; 198.0 acres, more or less, in Section 31; and 99.0 acres, more or less, in Section 32; (making a total of 840.4 acres, more or less.)

TO HAVE AND TO HOLD the same unto the United States of America and its assigns forever.

This conveyance of easement is granted subject to the following reservations and conditions:

1. That the above described lands are to be used by the United States of America, and its assigns, only for flood control and related purposes;
2. The right and privilege to enlarge and maintain the existing basin and structures and/or erect and maintain additional basins or structures on the above-described lands belonging to it are expressly reserved by International Paper Company, its successors and assigns, provided that the same does not interfere with the construction, operation and maintenance of the Bayou Bodcau Dam and Reservoir Project, and provided that the United States of America, its officers, agents and employees, are released and held free and harmless from any and all claims for damages to any such basins or structures that may result from or be occasioned by the construction, operation and maintenance of the Bayou Bodcau Dam and Reservoir Project;
3. That all such rights and privileges in and to the above-described property, as may be used and enjoyed without interfering with or abridging the rights, privileges and easements herein conveyed to the United States of America, are expressly reserved by International Paper Company, its successors and assigns.

International Paper Company warrants that the right to execute this perpetual easement deed and the damage release is not restricted or affected by any mortgage, lien, judgment or any encumbrance whatsoever, and that the said lands and properties described above are free from any mortgage, lien, judgment, or encumbrance whatsoever created or suffered by it, or by its corporate predecessor of the same name, or by its corporate predecessor, Southern Kraft Corporation.

AND, the UNITED STATES OF AMERICA, in consideration of the conveyance of flowage easements aforesaid and the conveyance of perpetual flowage easements over 395.6 acres of land designated as Tracts Nos. 326, 581 and 589, Bayou Bodcau Reservoir Project, in Bossier and Webster Parishes, Louisiana, by International Paper Company, does by these presents, grant, bargain, sell and convey unto International Paper Company, its successors and assigns, without warranty of any kind, the full, complete and perpetual right, power, privilege and easement to enter upon the lands hereinafter described for the purpose of making surveys; driving test piles; conducting soil borings and explorations; and to make excavations, including the right to clear and use the timber if necessary for construction and operation of its facilities in accordance with the terms of this agreement; to construct, operate and maintain a dam and reservoir; to erect buildings and control structures and

any other type of structures in connection with the construction, operation and maintenance of said dam and reservoir to supply fresh water to said Company's installations and facilities at its Springhill Mill located at Cullen, Louisiana; and further, the full, complete and perpetual right, power, privilege and easement to flood and submerge all or any part of the lands hereinafter described, permanently or intermittently, in the construction, operation and maintenance of said dam and reservoir to be constructed by said Company, said lands being situated in the County of Lafayette, State of Arkansas, more particularly described as follows:

## BAYOU BOUCAU DAM AND RESERVOIR

## Tract No. 815

A tract or parcel of land being in the northeast corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 31, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ , Section 31, Township 19 South, Range 23 West; thence South 02°19' W, 329 feet to a point; thence N 87°58' W, 656 feet to a point; thence N 02°12' E 330 feet to a point; thence S 87°57' E, 656 feet to the point of beginning, containing 5.0 acres, more or less.

## Tract No. 816

A tract or parcel of land being the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 31, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 19.8 acres, more or less.

## Tract No. 817

A tract or parcel of land being situated in S $\frac{1}{2}$  of the NW $\frac{1}{4}$ , Section 32, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, that is more particularly described as follows: Beginning at the southwest corner of the NW $\frac{1}{4}$ , Section 32, Township 19 South, Range 23 West; thence, along the west line of said Section 32, N 02°11' E, 1313 feet to the north line of the S $\frac{1}{2}$  of the NW $\frac{1}{4}$ , Section 32; thence, along said north line of the S $\frac{1}{2}$  of the NW $\frac{1}{4}$ , Section 32, S 87°56' E, 656 feet to a point; thence S 43°00' E, 1850 feet to the south line of the NW $\frac{1}{4}$ , Section 32; thence, along said south line of the NW $\frac{1}{4}$ , Section 32, N 87°59' W, 657 feet to a point; thence, along said south line of the NW $\frac{1}{4}$ , Section 32 N 87°59' W, 1313 feet to the point of beginning, containing 39.6 acres, more or less.

## Tract No. 819

A tract or parcel of land being the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 31, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 19.8 acres, more or less.

## Tract No. 820

A tract or parcel of land being the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 30, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 9.9 acres, more or less.



## Tract No. 821

A tract or parcel of land being the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 30, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 9.9 acres, more or less.

## Tract No. 822

A tract or parcel of land being a portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 30, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$  of Section 30, Township 19 South, Range 23 West; run thence S 01°54' W, along the east line of the SW $\frac{1}{4}$  of Section 30, 1317 feet to the southeast corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 30; thence N 87°49' W, 654 feet to a point; thence N 87°49' W, 247 feet to a point; thence N 01°53' E, 1317 feet to a point on the north line of the SW $\frac{1}{4}$ , Section 30; thence S 87°46' E, along said north line, 247 feet to a point; thence S 87°46' E, along said north line, 654 feet to the point of beginning; containing 27.24 acres, more or less.

## Tract No. 823

A tract or parcel of land being the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 29, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 19.8 acres, more or less.

## Tract No. 824

A tract or parcel of land being the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , all in Section 29, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 49.6 acres, more or less.

## Tract No. 825

A tract or parcel of land being the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 30, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 39.5 acres, more or less.

## Tract No. 825-A

A tract or parcel of land being the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , and the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , in Section 30, township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 25.0 acres, more or less.

## Tract No. 828

A tract or parcel of land being the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 20, Township 19 South, Range 23 West, in the County of Lafayette, State of Arkansas, and containing 9.8 acres, more or less.

TO HAVE AND TO HOLD the above-described rights, easements and privileges unto International Paper Company, its successors and assigns, forever.

This conveyance of perpetual easement is granted subject to the following reservations and conditions:

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1. That the rights, easements and servitudes hereby conveyed are subject to the rights of the United States of America to construct, operate and maintain Bayou Bodcau Dam and Reservoir Project, Louisiana, and Arkansas.

2. That there is reserved to the United States of America the right to develop and maintain the lands hereinabove described for flood control and related purposes as set forth in Section 4 of the Act of Congress approved 22 December 1944, as amended by Section 4 of the Act of 24 July, 1946, except such lands as may be necessary for the construction and maintenance of the dam to be constructed by said Company, the extent of the area to be agreed upon by the Chief of Engineers, or his duly authorized representatives, which area may be fenced by the Company to exclude the public.

3. That International Paper Company shall permit access by the public across its lands to the waters of the Bayou Bodcau Reservoir, and to the lands owned by the United States of America, over routes to be agreed upon between International Paper Company and duly authorized representatives of the United States.

4. That all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands which are the property of the United States of America covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

5. That any material changes to the plans, design, and location, including future alterations or changes, of the dam and reservoir to be constructed by International Paper Company will be subject to approval by the Chief of Engineers, Department of the Army, or his duly authorized representative.

It is understood and agreed that International Paper Company shall have complete control and management of its dam, reservoir and other structures to be constructed by it, including the right to maintain such water levels as it may desire to insure a reasonable and sufficient fresh water supply to its plant and other installations at its Springhill Mill located at Guillen, Louisiana, and in accordance with the approved plan; provided that

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the same does not interfere with the construction, operation and maintenance of the project for flood control and related purposes, as aforesaid, however, when the public interest requires, the Chief of Engineers, Department of the Army, or his duly authorized representative, shall have the right to regulate and control the level of the water surface within the reservoir.

It is understood and agreed that International Paper Company shall comply with all applicable Federal, State and County laws and regulations with respect to health and sanitation and fish and wildlife.

It is understood and agreed that International Paper Company shall place no restrictions upon the public use of the water area of the industrial water supply reservoir located on its lands either for flood control, recreational, wild life, or fishing and hunting purposes; and that it will permit and grant access over its lands adjoining the water area over and through routes to be agreed upon and designated by the Company and the United States.

It is understood and agreed that, by agreeing to the reservation herein and consenting to the use of its land by the public and the United States, International Paper Company assumes no responsibility or liability of any kind to the public or any person or individual who uses or may use said area, for any damage or injury to persons or property, and any use of the reservoir or property shall be at the risk of the party or parties using or going on the same, and International Paper Company shall not be liable therefor.

AND FURTHER, the United States shall not be responsible for damages to property or injury to persons which may arise from or be incident to the use of the premises by International Paper Company in exercising the rights and easements herein granted, nor for the damages to the lands of the Company, or to the dam, structures or other facilities constructed by the Company, nor for damages to the property or for injuries to the persons of the Company, its officers, agents, servants or employees, or others who may be on said premises at their invitation or the invitation of any one of them, that may arise, result from or be occasioned by the construction, operation and maintenance of the Bayou Bodcau Dam and Reservoir Project, and International Paper Company does hereby release and shall hold the United States, its officers, agents and employees, harmless from any and all such claims.

IN TESTIMONY WHEREOF, this act has been executed by the said International Paper Company, through its duly authorized officer, on this 23rd day of June, 1952.

WITNESSES: INTERNATIONAL PAPER COMPANY  
By J. H. Friend  
Vice-President  
(CORPORATE SEAL) (Seal)

Betty Thomas  
Dorothy C. Allen

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Department of the Army, this 16th day of September, 1952.

WITNESSES: (Seal) Karl R. Bendtsen  
Karl R. Bendtsen  
Acting Secretary of the Army

John F. McCarthy  
J. W. Singa

STATE OF ALABAMA  
COUNTY OF MOBILE

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its Vice-President, who declared to me that he is the identical person who signed the above and foregoing act of exchange between International Paper Company and the United States of America for and in behalf of said International Paper Company.

IN WITNESS WHEREOF, said appearer has hereunto signed this act in the presence of Betty Thomas and Dorothy C. Allen, competent witnesses, who also sign herewith together with me, said Notary.

WITNESSES:

Betty Thomas  
Dorothy C. Allen

INTERNATIONAL PAPER COMPANY

By J. H. Friend  
Vice-President

Corporate Seal (Seal)

Notary Seal (Seal)

Dorothy T. Norman  
Notary Public

My commission expires \_\_\_\_\_ My Commission Expires on January 28, 1956.

STATE OF VIRGINIA }  
COUNTY OF ARLINGTON } SS

On this 10th day of September, 1952, before me appeared Karl R. Bendetsen, to me personally known, who, being by me duly sworn did say that he is the Acting Secretary of the Army, United States of America, and that the seal affixed to said instrument is the official seal of the Department of the Army, and that said instrument was signed and sealed in behalf of the United States of America under authority of the act of Congress cited, and said Karl R. Bendetsen acknowledged said instrument to be the free act and deed of the United States of America.

In witness whereof I herounto set my hand and official seal.

MY COMMISSION EXPIRES: (Seal)  
7 September 1956

A. F. Spads  
NOTARY PUBLIC  
Arlington County, Virginia

C E R T I F I C A T E

I, H. S. Galloway, Assistant Secretary of International Paper Company, a corporation of the State of New York, hereby certify that the foregoing instrument is a true, correct and complete copy (except as to the signatures and name and title of executing officer) of an Act of Exchange between International Paper Company and the United States of America as submitted to the meeting of the Board of Directors of said Company held in New York, New York on December 11, 1951, at which meeting a quorum was present and voting throughout; and I further certify that Mr. J. H. Friend, who executed said Act of Exchange, pursuant to resolution adopted at said meeting was at that time and is now a duly elected and acting Vice President of International Paper Company.

WITNESS MY HAND and the seal of said Company this 23rd day of June, 1952.

H. S. Galloway  
Asst. SECRETARY  
(CORPORATE SEAL) (Seal)

INTERNATIONAL PAPER COMPANY  
220 East 42nd Street, New York 17, N.Y.  
Directors

At a meeting of the above, held December 11, 1951

the following action was taken:

RESOLVED, that the President or any Vice-President of this Company be and he is hereby authorized and empowered for and on behalf of the Company to execute and deliver \_\_\_\_\_ of the construction by the United

States of America of a valuable and necessary flood control project known as the Bayou Bodcau Dam and Reservoir Project, Lafayette County, Arkansas and Bossier and Webster Parishes, Louisiana, and in consideration of the granting to International Paper Company by the United States of America of the right to construct, maintain and operate an industrial water supply reservoir, including a dam control structure and appurtenances on lands belonging to the United States of America known as Tracts Nos. 815, 816, 817, 819, 820, 821, 822, 823, 824, 825, 825-a and 828 in Lafayette County, Arkansas, subject to the rights of the United States of America to construct, operate and maintain Bayou Bodcau Dam and Reservoir Project - an Act of Exchange granting a perpetual easement deed and damage release to the United States of America, and its assigns, to flood and/or submerge permanently or intermittently all lands and other facilities and properties owned by the Company and known as Tracts Nos. 806, 814, and 818, containing 1263.3 acres, more or less, in Lafayette County, Arkansas, and further that the President or any Vice-President is authorized to consent to the permanent or intermittent flooding of the tracts of land and other facilities and properties without further compensation for damages resulting therefrom; such Act of Exchange including the perpetual easement deed and damage release to be in the form or substantially in the form submitted to this meeting with such changes therein as may be approved by the officer executing the same, his execution of said instrument to be evidence of his approval thereof; and further

RESOLVED, that the officers of this Company be and they are hereby authorized and empowered for and in behalf of this Company to execute such other instruments and to take such further action as may be necessary or, in their opinion, advisable to carry out the purposes of the foregoing resolution; and further

RESOLVED, that a copy of said form of Act of Exchange, as presented to this meeting, be identified by the signature of the Secretary and filed with the records of the Company.

I, W. A. Hanway, the duly elected Secretary of INTERNATIONAL PAPER COMPANY, do hereby certify that the foregoing is a true and correct copy of resolutions duly adopted at a meeting of the Directors of International Paper Company, duly called and held on the 11th day of December, 1951, at which meeting a quorum was present and voted throughout, and that said resolutions have not been modified or amended, and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Paper Company this 14th day of January, 1952.

W. A. Hanway  
Secretary  
INTERNATIONAL PAPER COMPANY

(Seal)

Filed for record in my office on this the 22nd day of October, 1952 at 1:00 o'clock P. M., and duly recorded in Record Book R-9 at Page 561.

(Seal)

Elise Preston Clerk  
By Mary Jane Patton D. C.