PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated this _____ day of September 2011, by and between _____, a _____ corporation/individual, whose address is _____, (hereinafter "Buyer"), and WEYERHAEUSER NR COMPANY, a Washington corporation, with its main office at 33663 Weyerhaeuser Way South, Federal Way, Washington 98003 (hereinafter "Seller");

W I T N E S S E T H:

WHEREAS, Seller is the owner of approximately 175 acres of land and improvements located at off of Treating Plant Road, De Queen, AR more particularly described on attached Exhibit A (the "Property");

WHEREAS, Buyer desires to purchase and Seller desires to sell the Property upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the reasons recited above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Purchase and Sale. Buyer agrees to purchase and Seller agrees to sell and convey the Property, together with all improvements and fixtures, upon the terms and conditions set forth in this Purchase Agreement.

2. Purchase Price. The purchase price of the Property shall be the sum of _____ and No/100 Dollars ($_____.00), (the "Purchase Price") and shall be paid as follows:

2.1. Upon execution of this Agreement by Buyer, Buyer shall pay to Escrow Holder, by wire or check to be collected by Seller's auction representative, John Dixon and Associates, an amount equal to ten percent (10%) of the Purchase Price described above (the "Earnest Money"). The Earnest Money shall be applied to the purchase price at Closing, unless forfeited pursuant to the terms of this Agreement. If this transaction does not Close, as later described, for any reason other than Seller's default, the Earnest Money shall be deemed earned by Seller and non-refundable.

2.2. The balance in bank wired funds or certified check at Closing.

3. Real Property Exchange. Seller or Buyer may, in their sole discretion, elect to complete this transaction by way of an exchange of real property qualifying as an exchange of like-kind property pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued thereunder, as amended.

Buyer and Seller agree to cooperate with each other to accomplish the exchange contemplated at no cost or liability to the other party if Buyer or Seller so elects. The party electing exchange shall defend, indemnify and hold harmless the other party from any and all cost, expenses and liabilities associated with the exchange contemplated herein or the Exchange Property. Notwithstanding anything herein to the contrary, the party not electing exchange shall not be required to assume personal liability in connection with the Exchange Property and any such exchange, if elected, shall not delay conveyance of the Property to Buyer or the Close of Escrow.

4. Opening of Escrow.

4.1. Escrow; Escrow Holder. Concurrently with the execution of this Agreement, Escrow shall be opened by Seller and Buyer with, Garland County Title Company,403 Ouachita Avenue, Hot Springs, AR 71901,Tel: 501-624-7776, Fax: 501-624-7784, Attn: Diane Wacaster, (the "Escrow Holder")

4.2. Escrow Instructions. The terms and conditions set forth in this Agreement shall constitute both an agreement between Buyer and Seller and escrow instructions for the Escrow Holder. Buyer and Seller shall promptly execute and deliver to Escrow Holder any separate or additional escrow instructions requested by Escrow Holder which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly set forth by mutual consent of Buyer and Seller. Escrow Holder shall promptly provide both Buyer and Seller with written notice of the date on which the Opening of Escrow occurs.

5. Investigation Period/Contingency. Buyer has had the opportunity to investigate the Property prior to making a bid at the auction and waives any and all contingencies with respect to the property.

6. Risk of Loss. Seller shall retain the risk of loss on the Property until Closing has occurred and the Property has been conveyed to Buyer.

7. Title to be Conveyed. At Closing, Seller shall execute and deliver to Buyer a warranty deed (the "Deed") conveying fee simple, marketable, and insurable title to the Property, and the Property shall be subject only to real property taxes which are not yet due and payable and such other easements, reservations, conditions, agreements, encumbrances, rights of way, or restrictions of record, the Mineral Reservation attached as Exhibit B and any other matters disclosed on the attached Exhibit C.

8. Condition of Property. Buyer represents to Seller that Buyer is relying solely on its own investigation, examinations and inspections, including environmental inspections and audits of the Property and those of Buyer's representatives and consultants and is not relying in any way on the statements furnished by Seller or any of its employees or agents as to the condition of the Property. Buyer is purchasing the

Property in its "As Is", "Where Is" condition and acknowledges Seller has made no representations with respect to the condition thereof or the suitability of the Property for any purpose.

The above provision is specifically bargained for and represents a material part of Seller's consideration for this conveyance."

9. Access/Investigation. Intentionally deleted.

10. CLOSING. "Closing" shall be defined as the consummation of the sale by Seller delivering the deed of conveyance to the Property and the purchase of the Property by payment of the balance of the Purchase Price as soon as reasonably practicable, but not later than October 14, 2011 (the "Closing Date") through the offices of the Escrow Holder. Buyer and Seller will not be required to attend Closing in person.

10.1. Deposits Into Escrow

10.1.1. Not less than two (2) business days prior to the Closing Date, Seller shall deposit into the Escrow: (i) the Deed, (ii) the Non-Foreign Affidavit, and (iii) any other documents required to consummate this transaction.

10.1.2. On or before the Closing Date, Buyer shall deposit into the Escrow funds in accordance with the provisions of paragraph 2 above.

10.1.3. Seller and Buyer shall each deposit into the Escrow such other instruments and funds as are reasonably required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

10.2 Prorations. The following prorations shall be made as of 12:01 a.m. on the day of the Closing occurs on the basis of a 365-day year. At least five (5) business days prior to the Closing Date, Escrow Holder shall deliver to Seller and Buyer a tentative proration schedule setting forth a preliminary determination.

10.2.1. Real estate taxes and assessments shall be prorated as of the Closing on the basis of the most recent tax statement for the Property. If prorations are not made on the basis of the current tax year or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the parties shall make any necessary adjustment after Closing by cash payment to the party entitled thereto so that Seller shall have borne all taxes allocable to the period prior to the Closing and Buyer shall bear all taxes allocable to the period after Closing.

10.2.2. Utilities and Other Contracts. The office building located on the Property is currently sharing an electric meter with one or more of the buildings owned by Seller on the adjacent parcel. Within six (6) months of the date first written above, Buyer shall, at Buyers sole expense, install a separate electric meter for electric service to the office building. The office building located on the Property is also currently sharing a septic

system with one or more of the buildings owned by Seller on the adjacent parcel. The septic tank and drain field for that system is currently on Seller's adjacent parcel. Buyer agrees to share, on equal basis, all costs associated with the commercially reasonable maintenance, repair or replacement of this septic system until such time as Buyer has disconnected from this system and shall promptly reimburse Seller for one half of said expenses when invoiced. Seller shall have the right, on one year's written notice, to require Buy to disconnect from the septic system and find an alternate means of sewage disposal from the office.

Any other electrical or utility service on or to the Property will be terminated by Tenant within 2 days following Closing.

The terms and obligations under this section 10.2.2 are a material part of this Agreement and shall survive Closing. Seller reserves the right to record a memorandum describing these terms and obligation with the recorder's office for Sevier County.

10.3. Payment of Closing Costs

10.3.1. Closing Costs Borne by Seller. Seller shall bear and Escrow Holder shall discharge on Seller's behalf out of the sums payable to Seller hereunder that portion of the costs and expenses associated with any documentary transfer tax and all sales, use and excise taxes required in connection with the transfer of the Property to Buyer and any additional costs and charges customarily charged to sellers in accordance with common escrow or closing practices in Sevier County, Arkansas.

10.3.2. Closing Costs Borne by Buyer. Buyer shall bear and Escrow Holder shall discharge on Buyer's behalf out of the sums deposited by Buyer hereunder any portion of the costs and expenses associated with the Owner's Policy, the fee for recordation of the Warranty deed, the Escrow Holder's fee and any additional charges customarily charged to buyers in accordance with common escrow practices in Sevier County, Arkansas.

10.4. Closing of Escrow

10.4.1. Designated Closing Agent. Pursuant to Section 6045 of the Internal Revenue and Taxation Code, Escrow Holder shall be designated the closing agent hereunder and shall be solely responsible for complying with the Tax Reform Act of 1986 with regard to reporting all settlement information to the Internal Revenue Services.

10.4.2. Closing Conditions To Be Satisfied. Escrow Holder shall hold the Closing on the Closing Date if: (i) it has received in a timely manner all the funds and materials required to be delivered into Escrow by Buyer and Seller; (ii) it has received the Owner's Policy from the Title Company, and (iii) all of the conditions to Closing have been satisfied.

10.4.3. Actions by Escrow Holder. To Close the Escrow, Escrow Holder shall:

(a) Cause the Deed to be recorded by the Parish Recorder of the Sevier County, Arkansas, and thereafter mailed to Buyer, and deliver the Owner's Policy, the Non-Foreign Affidavit, the Assignment of Contract(s), and any surplus funds deposited by Buyer to Buyer;

(b) Pay all debts of Seller secured by liens against the Property or any portion thereof and pay all delinquent real estate taxes and assessments on the Property chargeable to Seller; and

(c) Deliver to Seller the funds in the amount of the Purchase Price, less or plus the net debit or credit to Seller by reason of the prorations and allocation of closing costs provided for in this Agreement.

10.5. Failure to Close; Cancellation. If the Escrow Holder is not in a position to close the Escrow on the Closing Date, it shall close as soon thereafter as possible; provided, however, that if the Closing has not occurred by the thirtieth (30th) day following the Closing Date, the Escrow Holder shall return to the depositor thereof any funds or other materials previously placed in Escrow (including interest on any such funds). No such return shall relieve either party of liability for any failure to comply with the terms of this Agreement and shall be in addition to any other rights such party may have at law or in equity.

10.6. LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY BUYER AT ANY TIME FOLLOWING BUYER'S WAIVER OF THE CONTINGENCY, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER AFTER SUCH DATE, THE EARNEST MONEY IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, SUCH DAMAGES INCLUDING COSTS OF NEGOTIATING AND DRAFTING OF THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER UPON BUYER'S DEFAULT, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HEREWITH. BUYER AND SELLER AGREE THAT SAID SUM SHALL BE THE SOLE DAMAGES AND THE SOLE AND EXCLUSIVE REMEDY OF SELLER, LEGAL, EQUITABLE OR OTHERWISE, IN THE EVENT OF ANY BREACH OR DEFAULT BY BUYER.

11. CONDITIONS TO CLOSING

In addition to the conditions provided elsewhere in this Agreement, the Closing and Buyer's obligation to perform hereunder are conditioned upon the fulfillment of each and all of the following, any of which Buyer may waive in whole or in part:

11.1. Due Performance. Due performance by Seller of all of its obligations hereunder and the truthfulness of each representation and warranty by Seller

contained in paragraph 11 or any other part of this Agreement at the time the same is made and as of the Closing.

11.2. Owner's Policy. The commitment and ability of Title Company to issue the "Owner's Policy" to Buyer, if requested, dated as of the date and time of the Closing. "Owner's Policy" means Title Company's Owner's Policy of Title Insurance in the full amount of the Purchase Price, insuring fee simple title to the Property, as vested in Buyer subject only to installments of real estate taxes not delinquent and the exceptions detailed on the Preliminary Title Commitment issued by Stewart Title Company dated August 1, 2011 (File #711057).

11.3. Condemnation. That no condemnation or eminent domain action shall have been commenced or be contemplated to acquire the Property or any portion thereof.

11.4. Bankruptcy. That no action or proceeding shall have been commenced by or against either Seller or Buyer under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors and that no attachment, execution, lien or levy shall have attached to or been issued with respect to the Property or any portion thereof.

11.5. Non-Foreign Affidavit. That Seller shall have delivered, to the extent required, to Escrow Holder, for delivery to Buyer, an affidavit or qualifying statement satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder ("Non-Foreign Affidavit").

11.6. Seller's Deliveries. Seller shall have delivered to Escrow Holder the items described in paragraphs 10.1.1 and 10.1.3.

12. REPRESENTATIONS AND WARRANTIES

12.1. Seller's Representations and Warranties. Seller represents and warrants to and agrees with Buyer as follows:

12.1.1. Authority. Seller is a corporation duly formed and existing and in good standing under the laws of the State of Washington, and has the power and authority to own the Property and to consummate the transactions contemplated by this Agreement. This Agreement and all instruments, documents and agreements to be executed by Seller in connection herewith are or when delivered will be duly authorized, executed and delivered by Seller and will be valid, binding and enforceable obligations of Seller. Neither this Agreement nor any instrument, document or agreement to be executed by Seller in connection herewith nor anything provided constitute a breach of or default under, or, invalidate, make inoperative or interfere with any contract, agreement, lease, easement, right or interest affecting or relating to Seller or the Property. Each individual executing this Agreement on behalf of Seller represents and warrants to Buyer that he or she is duly authorized to do so.

12.1.2. Consents. As of the Closing, Seller will have obtained all consents and approvals required to consummate the transactions contemplated in this Agreement.

12.1.3. Liens. Seller shall keep the Property free and clear of all liens, claims and demands (including, but not limited to, mechanics' liens) in connection with work performed on the Property, where such work was performed before the Closing. If any such lien is filed, whether before or after the Closing, Seller shall secure the release of same by bonding or other appropriate means within ten (10) days after the notice of the filing of the same.

12.1.4. Litigation; Condemnation. There are no actions, suits or proceedings pending, or to the best knowledge of Seller threatened, before or by any judicial body or any governmental authority, against or affecting the property of Seller by reason of Seller's ownership of the Property.

12.1.5. Alterations. Seller will not make any alterations to the Property.

12.2. Buyer's Representations and Warranties. Buyer represents and warrants to and agrees with Seller as follows:

12.2.1. Ability to Perform. Buyer represents and warrants to Seller that Buyer is a corporation duly formed and existing and in good standing under the laws of the State of Arkansas. Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

12.2.2. No Violation. Performance of this Agreement on Buyer's part will not result in any breach of or constitute any default under any law, judgment, order or agreement by which Buyer is bound, nor will such performance require the approval of any other person.

13. Broker. Buyer and Seller acknowledge that John Dixon and Associates (Seller's Agent) represents the Seller only in this transaction. Such representation was disclosed upon initial contact and commissions shall be paid under the terms of a separate agreement. Both parties hereby agree to indemnify and hold harmless the other party for any and all claims for any real estate commissions or other compensation except as provided above. If Buyer is represented by a broker, that broker will be paid under a separate agreement negotiated between Seller's Agent and Buyer's broker prior to the execution of this Agreement. In any event, Seller shall not be liable for the payment of any commissions to any entity other than Seller's Agent.

14. Assignment. This Agreement may not be assigned by Buyer without written approval from Seller which may be withheld for any or no reason. No such assignment shall release Buyer from any and all obligations contained in this Purchase Agreement.

15. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed properly given when sent by certified mail, postage prepaid, return receipt requested, or by overnight courier (e.g., Federal Express), properly addressed to the party entitled to receive such notice at the address indicated below and shall be deemed given one business day after sending:

For Seller: Weyerhaeuser NR Company
Attention: Real Estate Services CH 1L30
33663 Weyerhaeuser Way South
Federal Way, Washington 98003
Tel: 253-924-3774
Fax: 253-924-3253

For Buyer: _____
_____
_____
Tel: _____
Fax: _____

16. Miscellaneous. All of the terms, conditions, representations and agreements contained in this Purchase Agreement shall survive the Closing and the delivery of the deed and shall remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Time is of the essence.

17. Alarm System. Within 30 days after Closing, Seller shall have the right, upon reasonable notice to Buyer, to dismantle any alarm monitoring system and disconnect any associated telephone lines. The alarm system itself will remain the property of the Buyer. If the system is portable, the Seller shall have the right to remove the system from the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority as of the day and year first above written.

BUYER:	SELLER:
_____	WEYERHAEUSER NR COMPANY
By: _____	By: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION: Real property in the County of Sevier, State of Arkansas, described as follows:

Township 8 South, Range 32 West
Tract 2

Section 35:
NE¼SW¼ Lying South of County Road No. 7 (aka Dogtown Rd) LESS & EXCEPT 1.97 acres of land being part of a 8.93 acre tract of land described as follows: Part of the S½ being more particularly described as follows: Commencing at a found railroad spike for corner at the Northeast corner of the SE¼ of Section 35, as shown on a plat by Roy Black, RPLS No 690, dated September 19, 1986; Thence North 00°00’00” East, 43.19 feet to a point; Thence South 89°49’58” West, 2,040.22 feet to a set 5/8” rebar for corner and Point of Beginning for the herein described tract of land; Thence South 74°36’28” West, 948.28 feet to a found 5/8” rebar for corner; Thence South 33°30’22” East, 712.46 feet along an existing fence line and its projection to a found 5/8” rebar for corner at an existing fence corner; Thence North 55°22’49” East, 599.50 feet along an existing fence line to a set 5/8” rebar for corner at an existing fence corner; Thence North 33°32’46” West, 307.77 feet along an existing fence line to a set 5/8” rebar for corner at an existing fence corner; Thence North 22°21’04” East, 120.56 feet to a set 5/8” rebar for corner; Thence North 47°54’22” East, 204.63 feet to the Point of Beginning. Containing 30.93 acres more or less.

SE¼SW¼ containing 40.00 acres more or less

NE¼SE¼ LESS AND EXCEPT 11.68 acre tract as described in Deed Book 120, Pages 545-546 of the deed records of Sevier County, Arkansas AND LESS & EXCEPT 2.85 acres being a portion of a 34.66 acre tract of land described as follows, A tract of land being situated in the SE1/4 and the SW1/4 of Section 36 of Township 8 South, Range 32 West, and in the E½ of Fractional Section 2 of Township 9 South, Range 32 West, being more particularly described as follows: Commencing at the NE Corner of SE1/4, Thence N 90°00'00" E, 54.89 feet; Thence S 00°00'00" E, 940.10 feet to the Point of Beginning; Thence S 34°50'02" E, 814.64 feet; Thence S 59°49'55" W, 3188.96 feet; Thence N 30°12'50 "W, 186.27 feet; Thence N 59°47'10" E, 517.36 feet; Thence N 07°27'12" E, 82.99 feet; Thence N 58°39'20" E, 726.03 feet; Thence S 87°12'16" E, 94.82 feet; Thence N 59°47'10" E, 26.27 feet; Thence N 24°54'00" W, 12.29 feet; Thence N 58°31'36" E, 46.00 feet; Thence N 33°03'09" E, 21.52 feet; Thence N 61°43'50" E, 67.98 feet; Thence N 28°41'58" W, 83.31 feet; Thence N 03°49'34" E, 50.02 feet; Thence N 21°13'31" W, 25.48 feet; Thence N 34°07'42" W, 87.10 feet; Thence N 58°15'16" E, 19.78 feet; Thence N 21°13'31" W, 25.13 feet; Thence N 65°46'33" E, 142.63 feet; Thence S 30°07'11" E, 43.45 feet; Thence N 59°05'35" E, 190.73 feet; Thence N 30°54'25" W, 66.72 feet; Thence N 43°35'35" W, 140.76 feet; Thence N 46°24'25" E, 1021.03 feet; Thence N

76°29'04" E, 261.74 feet to the Point of Beginning, said less & excepted tract containing 34.66 acres more or less.
Containing 25.47 acres more or less

NW¼ SE¼ Lying South of County Road No 7 (aka Dogtown Rd) LESS & EXCEPT 6.91 acres of land being part of a 8.93 acre tract of land described as follows: Part of the S½ being more particularly described as follows: Commencing at a found railroad spike for corner at the Northeast corner of the SE¼ of Section 35, as shown on a plat by Roy Black, RPLS No 690, dated September 19, 1986; Thence North 00°00’00” East, 43.19 feet to a point; Thence South 89°49’58” West, 2,040.22 feet to a set 5/8” rebar for corner and Point of Beginning for the herein described tract of land; Thence South 74°36’28” West, 948.28 feet to a found 5/8” rebar for corner; Thence South 33°30’22” East, 712.46 feet along an existing fence line and its projection to a found 5/8” rebar for corner at an existing fence corner; Thence North 55°22’49” East, 599.50 feet along an existing fence line to a set 5/8” rebar for corner at an existing fence corner; Thence North 33°32’46” West, 307.77 feet along an existing fence line to a set 5/8” rebar for corner at an existing fence corner; Thence North 22°21’04” East, 120.56 feet to a set 5/8” rebar for corner; Thence North 47°54’22” East, 204.63 feet to the Point of Beginning, said less & excepted tract containing 8.93 acres more or less.
Containing 33.09 acres more or less.

S½SE¼ Lying North of the DeQueen and Eastern Railroad right of way LESS & EXCEPT 21.19 acres being a portion of a 34.66 acre tract of land described as follows, A tract of land being situated in the SE1/4 and the SW1/4 of Section 36 of Township 8 South, Range 32 West, and in the E½ of Fractional Section 2 of Township 9 South, Range 32 West, being more particularly described as follows: Commencing at the NE Corner of SE1/4, Thence N 90°00'00" E, 54.89 feet; Thence S 00°00'00" E, 940.10 feet to the Point of Beginning; Thence S 34°50'02" E, 814.64 feet; Thence S 59°49'55" W, 3188.96 feet; Thence N 30°12'50 "W, 186.27 feet; Thence N 59°47'10" E, 517.36 feet; Thence N 07°27'12" E, 82.99 feet; Thence N 58°39'20" E, 726.03 feet; Thence S 87°12'16" E, 94.82 feet; Thence N 59°47'10" E, 26.27 feet; Thence N 24°54'00" W, 12.29 feet; Thence N 58°31'36" E, 46.00 feet; Thence N 33°03'09" E, 21.52 feet; Thence N 61°43'50" E, 67.98 feet; Thence N 28°41'58" W, 83.31 feet; Thence N 03°49'34" E, 50.02 feet; Thence N 21°13'31" W, 25.48 feet; Thence N 34°07'42" W, 87.10 feet; Thence N 58°15'16" E, 19.78 feet; Thence N 21°13'31" W, 25.13 feet; Thence N 65°46'33" E, 142.63 feet; Thence S 30°07'11" E, 43.45 feet; Thence N 59°05'35" E, 190.73 feet; Thence N 30°54'25" W, 66.72 feet; Thence N 43°35'35" W, 140.76 feet; Thence N 46°24'25" E, 1021.03 feet; Thence N 76°29'04" E, 261.74 feet to the Point of Beginning, said less & excepted tract containing 34.66 acres more or less.
Containing 45.96 acres more or less.

EXHIBIT B

MINERAL RESERVATION

Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said land, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby reserved; *Provided*, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and *Provided further*, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

EXHIBIT C
UNRECORDED ENCUMBRANCES AND OTHER MATTERS

1. The Property will be deed restricted to non-residential use.

2. The terms and obligations under section 10.2.2 of this Agreement.

3. Short Term Rail Car Storage Permit between the DQE RR (now Patriot) and WNR dated December 31, 2010.

4. Prior to or within 90 days after Closing, upon request from Seller, Buyer agrees to provide Seller with either an easement or access agreement across the Property for Seller to access Seller's adjacent office buildings.

5. Prior to or within 90 days after Closing, upon request from Seller, Buyer agrees to provide Seller with either an easement or access agreement across the Property to for Seller's trucks to cross the railroad crossing generally in the area of the NWSE Section 2 of Township 9S Range 32W.