

---

---

# **SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)\***

---

## **Stratus Properties Inc.**

**(Name of Issuer)**

**Common Stock, \$.01 par value  
(Title of Class of Securities)**

**863167201  
(CUSIP Number)**

**James R. Moffett  
1615 Poydras Street, Suite 2279  
New Orleans, Louisiana 70112  
(504) 240-5480**

**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**March 3, 2014  
(Date of Event which Requires Filing of this Statement)**

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

---

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

---

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

1.	Name of Reporting Person.  Moffett Holdings, L.L.C.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a)      (b)		
3.	SEC Use Only		
4.	Source of Funds (See Instructions)  N/A		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizenship or Place of Organization  Louisiana		
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0	
	8.	Shared Voting Power  0	
	9.	Sole Dispositive Power  0	
	10.	Shared Dispositive Power  0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  0		
12.	Check if the Aggregate Amount in Row (11) Excludes Shares (See Instructions)  N/A		
13.	Percent of Class Represented by Amount in Row (11)  N/A(1)		
14.	Type of Person Reporting (See Instructions)  OO		

(1) The Reporting Person no longer beneficially owns any shares of Common Stock.

1.	Name of Reporting Person.  James R. Moffett		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) (b)		
3.	SEC Use Only		
4.	Source of Funds (See Instructions)  N/A		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizenship or Place of Organization  United States		
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0	
	8.	Shared Voting Power  0	
	9.	Sole Dispositive Power  0	
	10.	Shared Dispositive Power  0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  0		
12.	Check if the Aggregate Amount in Row (11) Excludes Shares (See Instructions)  N/A		
13.	Percent of Class Represented by Amount in Row (11)  N/A(1)		
14.	Type of Person Reporting (See Instructions)  IN		

(1) The Reporting Person no longer beneficially owns any shares of Common Stock.

---

This Amendment amends the Statement on Schedule 13D originally filed on March 23, 2012 (the “Schedule 13D”) by Moffett Holdings, L.L.C. (“Moffett Holdings”) and James R. Moffett (with Moffett Holdings, the “Reporting Persons”). This Amendment relates to the common stock, par value \$.01 per share (the “Common Stock”), of Stratus Properties Inc., a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 212 Lavaca Street, Suite 300, Austin, Texas 78701.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and restated in its entirety as follows:

On March 15, 2012, Moffett Holdings and the Issuer entered into a stock purchase agreement (the “Stock Purchase Agreement”) pursuant to which the Issuer sold to Moffett Holdings 625,000 shares of Common Stock for an aggregate purchase price of \$5 million, or \$8.00 per share (the “Issuance”). In connection with the Issuance, Moffett Holdings and the Issuer entered into an Investor Rights Agreement (the “Investor Agreement”), more fully described below.

Pursuant to the Investor Agreement, among other things, the size of the Issuer’s Board of Directors was increased from four to five members and Moffett Holdings was granted the right to designate one individual to serve on the Issuer’s Board of Directors as long as Moffett Holdings and its affiliates beneficially own at least 5.0% of the issued and outstanding shares of Common Stock. Also under the Investor Agreement, Moffett Holdings and its affiliates were limited or prohibited from, among other things, (1) acquiring additional securities of the Issuer if the acquisition would result in Moffett Holdings and its affiliates having beneficial ownership of more than 24.9% of the outstanding shares of Common Stock, (2) commencing any tender offer or exchange for any securities of the Issuer, (3) making or proposing a merger or acquisition involving the Issuer, (4) calling a meeting or initiating any stockholder proposal, (5) soliciting proxies or (6) forming, joining, or in any way participating in or entering into agreements with a “group” (as defined in Section 13(d)-3 of the Securities Exchange Act of 1934) with regard to the Issuer. These restrictions will terminate upon the last to occur of (1) the first date on which no director designated by Moffett Holdings has served on the board of directors for the preceding six months and (2) the date that Moffett Holdings and its affiliates beneficially own less than 5.0% of the issued and outstanding shares of Common Stock. In addition, until the six-month anniversary of the date of the Investor Agreement, Moffett Holdings would be prohibited, subject to certain exceptions, from transferring, selling, assigning, pledging or otherwise disposing of, directly or indirectly, the shares of Common Stock acquired pursuant to the Stock Purchase Agreement.

Subject to the terms and conditions of the Investor Agreement, the Issuer also granted Moffett Holdings certain registration rights with respect to the shares of Common Stock acquired pursuant to the Stock Purchase Agreement. The Investor Agreement provides that upon the written request of Moffett Holdings at any time on or after the six-month anniversary of the date of the Investor Agreement, the Issuer shall, within sixty days of its receipt of such notice, (1) prepare and file with the Securities and Exchange Commission a shelf registration statement with respect to the shares of Common Stock issued and sold to Moffett Holdings under the Stock Purchase Agreement that would permit some or all of such shares to be resold in registered transactions and (2) use its commercially reasonable efforts to maintain the effectiveness of the shelf registration statement while Moffett Holdings holds such shares.

---

On March 3, 2014, Moffett Holdings redeemed and purchased (the “Redemption”) the membership interest in Moffett Holdings held by LCHM Holdings, LLC, a Louisiana limited liability company (“LCHM Holdings”). In connection with the Redemption, (1) LCHM Holdings received the 625,000 shares of Common Stock held by Moffett Holdings, and (2) Moffett Holdings and LCHM Holdings entered into an assignment and assumption agreement (the “Assignment and Assumption Agreement”) pursuant to which Moffett Holdings assigned to LCHM Holdings its interest in the Investor Agreement. The Issuer joined the Assignment and Assumption Agreement for the purpose of consenting to the transactions contemplated thereby.

Copies of the Investor Agreement and the Assignment and Assumption Agreement are attached hereto as Exhibits 1 and 2, respectively, and are incorporated herein by reference. The foregoing descriptions of the Investor Agreement and the Assignment and Assumption Agreement are qualified in their entirety by reference to the full text thereof.

Other than as described herein, the Reporting Persons have no plans or proposals which relate to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a), (b) and (d) As of the date hereof, the Reporting Persons do not beneficially own any shares of the Common Stock.

(c) During the past 60 days, Moffett Holdings transferred to LCHM Holdings an aggregate of 625,000 shares of Common Stock of the Issuer in the Redemption, as described above.

(e) On March 3, 2014, the Reporting Persons ceased to be the beneficial owners of more than five percent of the Common Stock.

**Item 7. Material to be Filed as Exhibits.**

<u>Exhibit Number</u>	<u>Exhibit Name</u>
1	Investor Rights Agreement by and between Stratus Properties Inc. and Moffett Holdings, L.L.C. (incorporated by reference to Exhibit 2 to the Schedule 13D filed by Moffett Holdings, L.L.C. and James R. Moffett with the SEC on March 23, 2012).
2	Assignment and Assumption Agreement by and between Moffett Holdings, L.L.C. and LCHM Holdings, LLC.

---

***SIGNATURE***

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

March 5, 2014

Date

/s/ James R. Moffett

James R. Moffett  
Manager & Member  
Moffett Holdings, L.L.C.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

March 5, 2014

Date

/s/ James R. Moffett

James R. Moffett

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Attention: Intentional misstatements or omissions of fact  
constitute Federal criminal violations (See 18 U.S.C. 1001)**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is executed this 3rd day of March, 2014, between and among Moffett Holdings, L.L.C., a Louisiana limited liability company (“**Moffett Holdings**”), LCHM Holdings, LLC, a Louisiana limited liability company and an affiliate of Moffett Holdings (“**LCHM Holdings**”), and Stratus Properties Inc., a Delaware corporation (“**Stratus**”).

### RECITALS

WHEREAS, Moffett Holdings is a party to that certain Investor Rights Agreement (the “**Investor Rights Agreement**”) dated as of March 15, 2012, between Stratus Properties Inc., a Delaware corporation, and Moffett Holdings;

WHEREAS, on March 3, 2014, Moffett Holdings, redeemed and purchased the membership interest in Moffett Holdings held by LCHM Holdings (the “**Redemption**”), and in connection with the Redemption, LCHM Holdings received the 625,000 shares of common stock, par value \$.01 per share, of Stratus held by Moffett Holdings;

WHEREAS, Moffett Holdings desires to assign all its right, title and interest in and to the Investor Rights Agreement and its obligations thereunder, and any and all documents contemplated thereby to LCHM Holdings, and LCHM Holdings desires to (i) assume all obligations of Moffett Holdings under the Investor Rights Agreement and any and all documents contemplated thereby, and (ii) replace Moffett Holdings as a party to the Investor Rights Agreement (collectively, the “**Assignment and Assumption**”); and

WHEREAS, Stratus joins this Agreement for the purpose of consenting to the Assignment and Assumption.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Moffett Holdings and LCHM Holdings hereby agree as follows:

1. Assignment. Moffett Holdings hereby assigns all its right, title and interest in and to the Investor Rights Agreement and its obligations thereunder, including but not limited to the registration rights described in Article 2 of the Investor Rights Agreement and the director designation rights described in Article 3 of the Investor Rights Agreement, and any and all documents contemplated thereby to LCHM Holdings, effective as of the date hereof.

2. Assumption. LCHM Holdings hereby (i) accepts the assignment from Moffett Holdings of all of Moffett Holdings’ right, title and interest in and to the Investor Rights Agreement, including but not limited to the registration rights described in Article 2 of the Investor Rights Agreement and the director designation rights described in Article 3 of the Investor Rights Agreement, and any and all documents contemplated thereby, and (ii) assumes and agrees to perform any and all obligations of Moffett Holdings under the Investor Rights Agreement and any and all documents contemplated thereby.

---

3. Replacement. The parties hereby acknowledge and agree that, effective as of the date hereof and as a result of the Assignment and Assumption referenced above, LCHM Holdings shall replace Moffett Holdings as a party to the Investor Rights Agreement in all respects.

4. Further Assurances. The parties hereby agree to execute and deliver such additional instruments of conveyance in addition to this Agreement as any party shall reasonably request to evidence more fully the assignment, assumption and replacement referenced herein.

5. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its conflict of law rules.

6. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon each of the parties and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument.

[Signature page follows]



---

IN WITNESS WHEREOF, Moffett Holdings, L.L.C. and LCHM Holdings, LLC have caused this Agreement to be executed by their respective duly authorized representatives, as of the date first set forth above.

**Moffett Holdings, L.L.C.**

By: /s/ James R. Moffett  
James R. Moffett  
Manager

**LCHM Holdings, LLC**

By: /s/ James R. Moffett, Jr.  
James R. Moffett, Jr.  
Manager

Stratus Properties Inc. hereby consents to the Assignment and Assumption described above, and has caused this Agreement to be executed by its duly authorized representative, as of the date first set forth above.

**Stratus Properties Inc.**

By: /s/ Erin D. Pickens  
Erin D. Pickens  
Senior Vice President and Chief Financial Officer

[Signature Page to Assignment and Assumption Agreement]