

Exhibit C. Livingston Industrial Park Title Abstract

STATE OF LOUISIANA
PARISH OF LIVINGSTON

KNOW ALL MEN BY THESE PRESENTS, that:

PUGET SOUTHERN PROPERTIES, INC., a Nevada corporation, duly qualified and authorized to do and doing business in the State of Louisiana, whose mailing address is 405 Austin Street, Bogalusa, Louisiana 70427, represented herein by W. H. Gray, Jr., its duly authorized President, hereinafter referred to as PUGET,

does by these presents, sell, convey and deliver with full warranty of title and with full subrogation to all of its rights and actions of warranty against all former owners and vendors unto:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a Louisiana corporation, whose mailing address is P. O. Box 218, Denham Springs, Louisiana 70726, represented herein by McBurney Trahan, its duly authorized President, hereinafter referred to as COUNCIL,

the following described land situated in Livingston Parish Louisiana and described as follows, to-wit:

Township 6 South, Range 4 East

Sections 20, 21, 28 & 29:

199.84 acres of land, more or less, lying in the S 1/2 of SE 1/4 of Section 20, in the S 1/2 of SW 1/4 of Section 21, in the N 1/2 of NW 1/4 of Section 28 and in the N 1/2 of Section 29, said 199.84 acres being more fully described as follows, to-wit:

Begin at the northwest corner of the NE 1/4 of NW 1/4 of Section 29, T6S-R4E for the POINT OF BEGINNING and run South 00 deg. 08 min. 23 sec. East along the west line of the E 1/2 of NW 1/4 of Section 29, 1,397.14 feet to the north margin of R.R. R/W; thence run North 81 deg. 39 min. 11 sec. East along said north margin of R.R. R/W, 6,728.02 feet to the east line of the NE 1/4 of NW 1/4 of Section 28; thence run North 01 deg. 06 min. 16 sec. West along the east line of the NE 1/4 of NW 1/4 of Section 28 and the east line of the SE 1/4 of SW 1/4 of Section 21, 691.40 feet; thence

DESCRIPTION CONTINUED NEXT PAGE.

true copy of the original,

this 8th day of January, 1986

[Signature]

PARISH OF LIVINGSTON

CLERK'S OFFICE

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD March 29 1986 AT 3:22 p.m.
AND RECORDED

Township 6 South, Range 4 East - (Continued)

Sections 20, 21, 28 & 29: - (Continued)

run North 01 deg. 04 min. 44 sec. West along the east line of the SE 1/4 of SW 1/4 of Section 21, 616.20 feet; thence leave said east line of the SE 1/4 of SW 1/4 of Section 21 and run South 81 deg. 39 min. 11 sec. West, 5,363.36 feet to the east line of the SE 1/4 of SW 1/4 of Section 20; thence run South 00 deg. 08 min. 23 sec. East along said east line of the SE 1/4 of SW 1/4 of Section 20, 98.21 feet to the northeast corner of the NE 1/4 of NW 1/4 of Section 29; thence run South 89 deg. 33 min. 51 sec. West along the north line of the NE 1/4 of NW 1/4 of Section 29, 1,328.96 feet to the POINT OF BEGINNING. 199.84 Acs.

All as shown on plat by Alex Theriot, Jr. and Associates, Inc., Registered Land Surveyor, dated December 3, 1984 and revised December 10, 1984.

Also all as shown on plat attached hereto and made a part hereof.

This conveyance is made and accepted subject to the prior reservation of all oil, gas and other minerals, in, on and under the land herein conveyed as shown in deed from Crown Zellerbach Corporation to Puget Southern Properties, Inc. dated as of December 18, 1984, which reservation contains a waiver of Crown's surface rights.

This conveyance is also made and accepted subject to the prior reservation by Crown Zellerbach Corporation of all pine timber, including pulpwood, situated on the land herein conveyed, together with the right to enter upon said land to cut and remove said timber at anytime prior to July 1, 1985.

This conveyance is also made and accepted subject to any and all valid existing rights of way, easements, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record or which are apparent from a careful inspection of the land, including but not limited to the reservation by Crown Zellerbach Corporation of a right of way and easement sixty (60') foot wide for roadway purposes upon, over and across the existing roads located in S 1/2 of SW 1/4 of Section 21 and in the N 1/2 of NW 1/4 of Section 28, Township 6 South, Range 4 East, all as shown on plat attached hereto and made a part hereof.

All previous taxes, including taxes for the year of 1983, have been paid. Taxes for the year of 1984, are to be paid by PUGET.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Livingston Economic Development Council, Inc., its successors and assigns forever.

This sale is made and accepted for and in consideration of the sum of THREE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED EIGHTY and no/100 (\$399,680.00) DOLLARS, the receipt thereof and sufficiency of which is hereby acknowledged by PUGET.

THUS EXECUTED as of the 20th day of December, 1984.

WITNESSES:

PUGET SOUTHERN PROPERTIES, INC.

By:

W. H. Gray, Jr.
President

LIVINGSTON ECONOMIC DEVELOPMENT
COUNCIL, INC.

By:

McBurney Trahan
President

STATE OF OREGON
COUNTY OF MULTNOMAH

On this 20th day of December 1984, before me Ma Gene Hamer, the undersigned Notary Public, in and for the above County and State, personally came and appeared W. H. Gray, Jr., who being by me first duly sworn, declared that he is the President of Puget Southern Properties, Inc., and that after having been duly authorized to do so, he signed, executed and delivered the above and foregoing instrument as of the day and year therein stated, for and in behalf of the said corporation and for the uses and purposes therein mentioned.

WITNESSES:

[Signature]
Robert H. Bunn

[Signature]
W. H. Gray, Jr.

[Signature]
Notary Public

STATE OF LOUISIANA
PARISH OF LIVINGSTON

On this 29th day of ^{MARCH} ~~December~~ 1984, before me Robert W. McBurney, II, the undersigned Notary Public, in and for the above Parish and State, personally came and appeared McBurney Trahan, who being by me first duly sworn, declared that he is the President of Livingston Economic Development Council, Inc., and that after having been duly authorized to do so, he signed, executed and delivered the above and foregoing instrument as of the day and year therein stated, for and in behalf of the said corporation and for the uses and purposes therein mentioned.

WITNESSES:

[Signature]

[Signature]
McBurney Trahan

[Signature]

[Signature]
Notary Public

574

574

AMENDMENT TO ACT OF SALE

STATE OF LOUISIANA
PARISH OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that:

CROWN ZELLERBACH CORPORATION, a Nevada corporation, duly qualified and authorized to do and doing business in the State of Louisiana, whose mailing address is P. O. Box 400, Bogalusa, Louisiana 70427, represented herein by Wayne F. Edwards, its duly authorized Vice President and Agent and Attorney in Fact, hereinafter referred to as CROWN,

who declared that by deed dated December 18, 1984, and duly recorded in Book 440, Page 876, Entry Number 229,621, of the Conveyance Records of the Parish of Livingston, State of Louisiana, CROWN sold and conveyed unto:

PUGET SOUTHERN PROPERTIES, INC., a Nevada corporation, hereinafter referred to as PUGET SOUTHERN,

certain immovable property situated in the Parish of Livingston, Louisiana, in Sections 20, 21, 28 and 29, Township 6 South, Range 4 East. Said Appearer further declared that said deed contained the following provision:

There is also excepted from this conveyance and reserved by CROWN ZELLERBACH CORPORATION a right of way and easement sixty (60') feet wide for roadway purposes upon, over and across the existing roads located in S 1/2 of SW 1/4 of Section 21 and in N 1/2 of NW 1/4 of Section 28, Township 6 South, Range 4 East, all as shown on plat attached hereto and made a part hereof.

Appearer declared that it does hereby amend said act of sale so as to include an additional sentence in the above paragraph, to read as follows:

FILED

MAY 16 AM 10:00

A. Cunningham
CLERK

CalB BOOK NO. 448
PAGE NO. 574

MAY 18 1985

RECORDED

AB

CLERK

LIVINGSTON PARISH

284503

There is also excepted from this conveyance and reserved by CROWN ZELLERBACH CORPORATION a right of way and easement sixty (60') feet wide for roadway purposes upon, over and across the existing roads located in S 1/2 of SW 1/4 of Section 21 and in N 1/2 of NW 1/4 of Section 28, Township 6 South, Range 4 East, all as shown on plat attached hereto and made a part hereof. It is provided, however, that PUGET SOUTHERN, its successors and assigns, shall have the right, at its cost and expense, to relocate these roads and easements to a more convenient location on said property, provided that such relocated roads provide access over and across same equal to or exceeding the quality of roadway and accessibility from Hwy. 190 to Crown's other land, as provided by the existing roads.

Appearer declared that, excepting the amendment above set forth, that all of the remaining provisions in the aforesaid deed shall remain as originally recited herein.

THUS EXECUTED as of the 13th day of May, 1985.

WITNESSES:

CROWN ZELLERBACH CORPORATION

F. L. Johnson, Jr.
F. L. Johnson, Jr.

Jan C. Harms
Jan C. Harms

By: Wayne F. Edwards
Wayne F. Edwards, Vice
President and Agent &
Attorney in Fact

STATE OF LOUISIANA
PARISH OF WASHINGTON

On this 13th day of May, 1985, before me Raymond J. Thibodeaux, the undersigned Notary Public, in and for the Parish and State aforesaid, personally came and appeared Wayne F. Edwards, who being by me first duly sworn, declared that he is the Vice President and Agent and Attorney in Fact of Crown Zellerbach Corporation, and that after having been duly authorized to do so, he signed, executed and delivered the above and foregoing instrument as of the day and year therein stated, for and in behalf of the said corporation and for the uses, purposes and benefits therein mentioned.

WITNESSES:

F. L. Johnson, Jr.

F. L. Johnson, Jr.

Wayne F. Edwards

Wayne F. Edwards

Jan C. Harms

Jan C. Harms

Raymond J. Thibodeaux
Notary Public

506
650

RECORDED

SALE WITH MORTGAGE BOOK NO. 1453

PAGE NO. 206

LESSOR BOOK NO. 1450

PAGE NO. 1650

AUG 7 1985

AB

BY CLERK

STATE OF LOUISIANA
STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 6th day of August, 1985, Jeff M. David, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared;

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.,

a Louisiana corporation with its principal place of business and domicile in the Parish of Livingston, herein represented by Jeff M. David, its Vice-President, duly authorized by resolution of its Board of Directors;

hereinafter called "SELLER", who declared that for the consideration and on the terms and conditions hereinafter set forth, SELLER does hereby sell and deliver, with full and general warranty of title, and full and complete substitution and subrogation in and to all the rights and actions of warranty which SELLER has or may have against all preceding owners or vendors, unto:

BARNARD AND BURK GROUP, INC.,

a corporation organized under the laws of the State of Louisiana, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned, duly authorized officer;

hereinafter called "BUYER", whose permanent mailing address is declared to be Post Office Box 15648, Baton Rouge, Louisiana 70895, the following described property, the possession and delivery of which is hereby acknowledged by BUYER, as follows, to-wit:

A certain tract or parcel of ground, containing 39.81 acres, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 29, Township 6 South, Range 4 East, Greensburg Land District of Louisiana, and being more particularly shown and described, according to a plat of survey by Alex Theriot, Jr., C. E., dated July 16, 1985, as revised July 13, 1985, a copy of which is attached hereto and made a part hereof, as follows, to-wit: Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 20, Township 6 South, Range 4 East, for POINT OF BEGINNING: From said point of beginning, proceed North 89° 33' 51" East a distance of 1,328.96 feet to point and corner; thence South 00° 08' 23" East a distance of 1,212.34 feet to the North margin of the Illinois Central Gulf Railroad property, and corner; thence along same, proceed South 81° 39' 11" West a distance of 1,342.69 feet to point and corner; thence North 00° 08' 23" West a distance of 1,397.14 feet back to the point of beginning; said tract being subject to a Fifty (50') foot servitude for a railroad spur and for public utilities across the South boundary thereof. Subject to restrictive covenants of record.

FILED

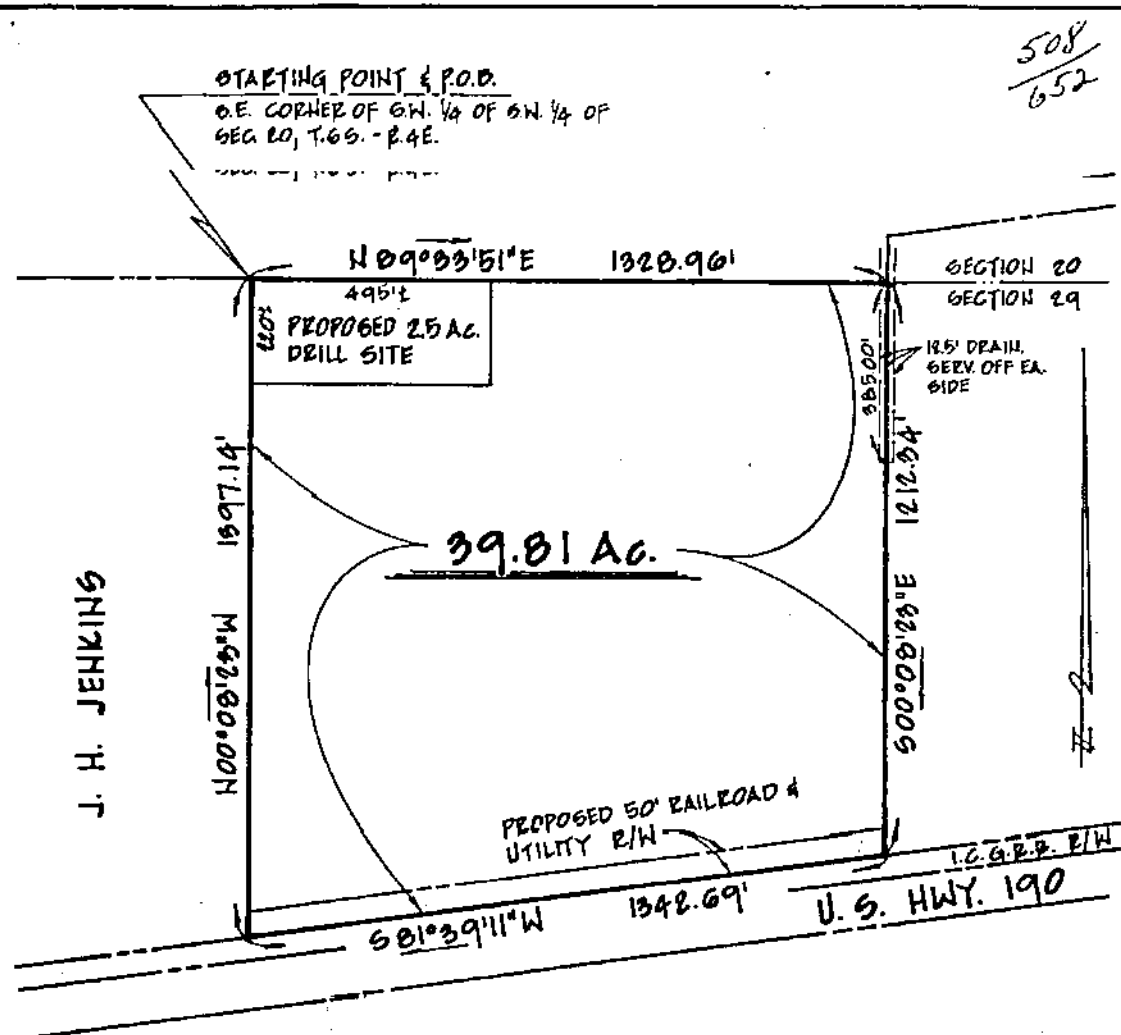
1985 AUG -7 AM 10:52

DEPUTY CLERK

THIS SALE IS MADE AND ACCEPTED, for and in consideration of the price and sum of ONE HUNDRED SEVENTY-NINE THOUSAND, EIGHTY-EIGHT AND NO/100THS (\$179,088.00) DOLLARS, in part payment of which, BUYER has paid in cash the sum of Forty-Four Thousand, Seven Hundred Seventy-Two and No/100ths (\$44,772.00) Dollars, receipt of which is hereby acknowledged and full and complete acquittance and discharge granted therefor, and for the balance of said purchase price, namely the sum of One Hundred Thirty-Four Thousand, Three Hundred Sixteen and No/100ths (\$134,316.00) Dollars, BUYER has made, executed and furnished its one (1) certain promissory note, dated this date, payable to the order of "Bearer" at Livingston Bank, Denham Springs, Louisiana, in like amount, payable in

237319

AF 307-2(1)

REFERENCE MAP:

SURVEY MAP FOR LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC. BY W. J.
FONTEHOT, P.L.S., DATED DEC. 3, 1984.

NOTE:

The original copies of this work are the property of Alex Theriot, Jr. and
Associates, Inc. No reproduction of this map is permitted except by written
permission of this firm. Additional information is often added in a continuous
updating process. Check for latest revision date before acting on data shown.
This firm is not responsible for actions or omissions taken based upon
obsolete drawings for which this firm has not specifically calculated and
written permission is given.

CERTIFICATION:

This plan was prepared and executed for the purpose of the following use of
land: LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.
and certification does not extend to any unshown areas
or to the accuracy of the data shown on the plan and
drawings and records.

REVISED: 8-05-85

TO SHOW DRAIN. 66EV.

SURVEY MAP
FOR
LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.

SHOWING
A 39.81 AC TRACT OF LAND
LOCATED IN SECTION 29, T.6S.-R.4E, G.L.O., PARISH OF
LIVINGSTON, STATE OF LOUISIANA

REVISED: 7-18-85

TO SHOW PROP. DRILL SITE & PROP.
RAILROAD & UTIL. R/W

DATE: 7-18-85

SCALE: 1"=300'

FILE NO:

JOB NO: 7-207-85-0(19)



ALEX THERIOT, JR., & ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, LAND SURVEYORS
DENHAM SPRINGS, LOUISIANA

Alex Theriot
ALEX THERIOT, JR., P.L.S.

CASH SALE
CASH SALE

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 16th of January, 1987, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.,

a non-profit corporation organized under the laws of the State of Louisiana, with its principal place of business and domicile in the Parish of Livingston, herein represented by Jeff M. David, its President, duly authorized by resolution of its Board of Directors;

herein called "SELLER", who declared that it did and does, by these presents, for and in consideration of the price and sum of SEVENTY-SIX THOUSAND AND NO/100THS (\$76,000.00) DOLLARS, cash, receipt of which is hereby acknowledged, sell and deliver with full warranty of title and full and complete substitution and subrogation in and to all the rights and actions of warranty which Sellers have or may have against all preceding owners or vendors, unto:

AMERICAN WASTE & POLLUTION CONTROL COMPANY, INC.,

a Louisiana corporation with its principal place of business and domicile in the Parish of East Baton Rouge, herein represented by its undersigned, duly authorized officer;

herein called "BUYER", whose permanent mailing address is declared to be Post Office Box 40318, Baton Rouge, Louisiana 70835, the following described property, the possession and delivery of which is hereby acknowledged by Buyer, as follows, to-wit:

A certain tract or parcel of ground, containing 8.0 acres, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Sections 20 and 22, Township 6 South, Range 4 East, Greensburg Land District of Louisiana, and being more particularly described, according to a plat of survey by Alex Theriot, Jr., C. E., dated December 31, 1986, a copy of which is attached hereto and made a part hereof, as follows, to-wit: From the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 20, T6S, R4E, proceed North 89 deg. 33' 51" East a distance of 1,328.96 feet to POINT OF BEGINNING: From said Point of beginning, proceed South 00 deg. 08' 23" East a distance of 387.60 feet to the North margin of the right-of-way of Industry Way, and corner; thence along same, proceed North 81 deg. 39' 11" East a distance of 725.0 feet to point and corner; thence North 00 deg. 08' 23" West a distance of 485.81 feet to point and corner; thence South 81 deg. 39' 11" West a distance of 725.0 feet to point and corner; thence South 00 deg. 08' 23" East a distance of 98.21 feet back to the point of beginning.

Said tract being subject to a ten (10') foot servitude for public utilities across the entire South boundary thereof, and to a twenty-five (25') foot servitude for drainage across the entire West and North boundaries.

BOOK NO. 491

PG NO. 215

JAN 21 1987

RECORDED

BY CLERK

LIVINGSTON PARISH

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1987 JAN 21

2 Cunningham
DEPUTY CLERK

216

This tract is further conveyed subject to ~~This tract is further conveyed subject to~~ certain Restrictive Covenants, as amended, imposed on said property by the Seller herein, and of record in the Conveyance Records of the Parish of Livingston, State of Louisiana.

Taxes for the current year will be paid by pro-rating same between Seller and Buyer as of the date of passage hereof. All parties signing the within instrument have declared themselves to be of full legal capacity. All agreements and stipulations herein, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs and assigns of the respective parties, and the Buyers, their heirs and assigns, shall have and hold the described property in full ownership forever.

This sale is made and accepted subject to those certain terms and conditions imposed in that certain Agreement to Purchase this property entered into by and between the parties as of the ___ day of December, 1986, which terms and conditions shall survive said agreement and form a portion of this act of sale.

The parties hereto waive the production of all tax, mortgage, conveyance and other certificates and relieve and release me, Notary, from any responsibility in connection therewith. No title examination has been requested, nor any furnished by me, Notary, and the description incorporated herein is as provided by the parties hereto.

THUS DONE AND SIGNED, by the parties hereto, at my office in the City of Denham Springs, Parish and State aforesaid, on the day, month and year first above written and in the presence of me, Notary, and the undersigned, competent witnesses.

WITNESSES:

LIVINGSTON ECONOMIC DEVELOPMENT
COUNCIL, INC.

Benny Lamm

BY: JERRY M. DAVID, PRESIDENT

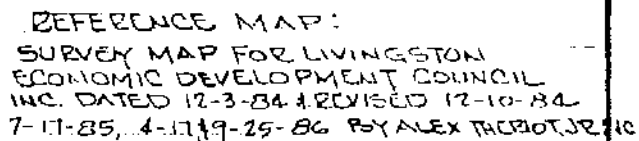
Cindy Horton

AMERICAN WASTE & POLLUTION
CONTROL COMPANY, INC.

BY: Robert C. Clark

[Signature]

NOTARY PUBLIC



AMERICAN WASTE & POLLUTION CONTROL CO. INC.

ALEX THERIOT, JR. & ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, LAND SURVEYORS
DENHAM SPRINGS, LOUISIANA

ALEX THE DUOT 12/PL.9

FILED

1987 MAY 21 11:02:23

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ACT OF SALE
WITH OPTION TO PURCHASE

A. Balgorty
DEPUTY CLERK
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF LIVINGSTON

On this 19th day of May, 1987, before me, a Notary Public for the State and Parish aforesaid, and in the presence of the subscribing witnesses, personally appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.,
a Louisiana corporation, herein represented by its
undersigned officer, pursuant to a resolution of
the Board of Directors of said corporation

herein called Seller, whose mailing address is declared to be
P.O. Box 1330, Denham Springs, Louisiana, 70726, who declared
that for the price of THIRTY TWO THOUSAND THREE HUNDRED and
NO/100 DOLLARS (\$32,300.00) cash, receipt of which is acknowl-
edged, Seller hereby sells and delivers with full warranty of
title and subrogation to all rights and actions of warranty
Seller may have unto

PHILIP B. BERRY OPERATING CO., INC.,
a Texas corporation, herein represented by its
undersigned officer

herein called Buyer, whose permanent address is declared to be
P.O. Box 1259, Tyler, Texas, 75710, the following described
property and possession of delivery of which Buyer acknowledges:

A certain tract or parcel of ground, together with
all the buildings and improvements thereon, situated
in Livingston Parish, Louisiana, in Section 28, T6S,
R4E, Greensburg Land District, which is shown as a
3.40 acre tract on a Survey Map made by Alex Theriot,
Jr., & Associates, Inc., dated April 25, 1987, as
revised through May 14, 1987, a copy of which is
attached hereto and made a part hereof, which is
described more fully according to said map as follows:

Commence at the northeast corner of Section 28, T6S,
R4E, Greensburg Land District, Livingston Parish,
Louisiana; thence proceed South 84°19'49" West a
distance of 4,149.41 feet to a point and the POINT
OF BEGINNING; thence proceed South 00°08'23" East a
distance of 300 feet to a point on the northerly
right of way of the Illinois Central Gulf Railroad
Company and corner; thence South 81°39'11" West
along the northerly right of way line of Illinois
Central Gulf Railroad a distance of 500 feet to a
point and corner; thence North 00°08'23" West a
distance of 300 feet to a point and corner; thence
North 81°39'11" East a distance of 500 feet to a
point and the point of beginning (the "3.40 acre
tract").

BOOK 300A NW 49K
PAGE NO. 464

MAY 21 1987

RECORDED

JK
BY CLERK
LIVINGSTON PARISH

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Subject to a fifty (50) foot utility servitude shown on the aforesaid map, Restrictive Covenants for Livingston Parish Industrial Park dated July 31, 1985, recorded in Book 453, Entry No. 237318 of the conveyance records of Livingston Parish, Louisiana, and mineral reservations and interests of record.

In consideration of this purchase, Seller grants unto Buyer a servitude for a road from the existing gravel road shown on the aforesaid survey map made by Alex Theriot, Jr. & Associates, Inc. to the 3.40 acre tract, as shown on said survey map. All costs for constructing and maintaining the improvements on the servitude herein granted shall be the responsibility of the Buyer. Seller shall not take any action to interfere with Buyer's access to Buyer's property across the servitude herein granted. Seller shall have the right to construct a road along the fifty (50) foot road right of way shown on the attached survey map made by Alex Theriot, Jr. & Associates, Inc., dated April 24, 1987. If and when Buyer is afforded suitable access to the 3.40 acre tract by means of a road constructed on the fifty (50) foot right of way, then the servitude herein granted to provide access to Buyer's property from the existing gravel road shall terminate.

Buyer shall also have the right to cross the fifty (50) foot utility servitude shown on the aforesaid map with a pipeline or pipelines for uses incidental to its mineral operations on the above tract and/or the hereafter described option tract.

As further consideration for the purchase, Seller hereby grants unto Buyer an option to purchase a 5.28 acre tract situated in Livingston Parish, Louisiana, in Section 21 and 28, T6S, R4E, Greensburg Land District as shown on the attached survey map made by Alex Theriot Jr., & Associates, Inc. dated April 24, 1987 (the "5.28 acre tract") for a period of six (6) months from date of completion of the well on said 3.40 acre tract but not to exceed one (1) year from the date hereof for the sum of NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$9,500.00) per

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666/133

CASH DEED

UNITED STATES OF AMERICA

BY: LIVINGSTON ECONOMIC DEVELOPMENT
COUNCIL, INC.

STATE OF LOUISIANA

TO: CLAUDE M. PENN, JR., ET AL

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 25th day of February, in the year
of Our Lord, one thousand nine hundred and ninety three:

BEFORE ME, JAY J. HARRIS, a Notary Public duly commissioned
and qualified, in and for the Parish of Livingston, State of
Louisiana, therein residing, and in the presence of the witnesses
hereinafter named and undersigned:

318410

PERSONALLY CAME AND APPEARED:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a
Louisiana corporation, domiciled in Livingston Parish,
herein represented by its duly authorized officer,
pursuant to a resolution of the Board of Directors of
said corporation, whose current mailing address is P. O.
Box 1330, Denham Springs, Louisiana 70727-1330.
FEDERAL TAX I.D. NO. _____

hereinafter sometimes referred to as "Vendor", who declared that
Vendor does by these presents, bargain, sell, convey, assign,
grant, transfer, set over and deliver, with all legal warranties
and full substitution and subrogation to all rights and actions of
warranty against all former owners and vendors unto:

CLAUDE M. PENN, JR. and JANICE MORRIS PENN, both of the
full age of majority and residents of Livingston Parish,
husband and wife, having a current mailing address of
35059 Bend Road, Denham Springs, Louisiana 70726, and
whose Social Security Numbers are _____,
respectively.

JOE FRANK PENN and PATRICIA SMITH PENN, both of the full
age of majority and residents of Livingston Parish,
husband and wife, having a current mailing address of
14461 Frenchtown Road, Greenwell Springs, Louisiana
70739, and whose Social Security Numbers are _____
and _____ respectively.

MAR 8 1993

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hereinafter sometimes referred to as "Purchaser", here present accepting and purchasing for themselves, their heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

Commencing at the SE corner of SE 1/4 of SW 1/4 of Section 20, T6S-R4E; thence N 89 degrees - 33' - 51" E for 1328.96 feet; thence S 00 degrees - 08' - 23" E for 1112.34 feet; thence N 81 degrees - 39' - 11" E for 50.56 feet to east right-of-way line of Sunland Drive and point of Beginning; thence N 00 degrees - 08' - 23" W along east right-of-way of Sunland Drive for 528.28 feet; thence along a curve with a radius of 168.50' and a chord distance of 220.63 feet; thence along the south right-of-way of Industry Way N 81 degrees - 39' - 11" E for 513.31 feet; thence S 00 degrees - 08' - 23" E for 674.22 feet; thence S 81 degrees - 39' - 11" W for 659.25' back to Point of Beginning. Above described tract of land contains 10.0 acres and is located in Section 29, T6S-R4E, GLD, Livingston Parish, LA. all in accordance to a survey map prepared on August 4, 1992 by Alex Theriot, Jr., R.L.S. for Livingston Economic Development Council, Inc.

To have and to hold the above described property unto said Purchaser, purchaser's heirs, successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS, which said purchaser has paid cash in hand in current money to said vendor, who acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All parties hereto declare themselves to be of full capacity to contract and to enter into this act of sale.

The vendor stipulates that the aforesaid property has not heretofore been sold or alienated by vendor and is free of all mortgages and encumbrances.

Taxes and charges for three years preceding the execution and passage of this act are paid, and the parties agree that the taxes for the current year are to be pro-rated.

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699/709

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE
PARISH OF EAST BATON ROUGE

ACT OF CASH SALE

BE IT KNOWN, That on this 4th day of February, 1997, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared as Seller:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a Louisiana corporation domiciled in Livingston Parish, Louisiana, and represented herein by its undersigned officers, duly authorized by virtue of a Resolution of the Board of Directors of said corporation, a copy of which is attached hereto and made a part hereof, and whose Federal Tax Identification Number is 72-9866247,

who declared that for the price of **TWO HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$297,500.00) DOLLARS**, cash in hand paid, receipt of which is hereby acknowledged, seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto Buyer:

SUNLAND FABRICATORS, INC., a Louisiana corporation domiciled in Livingston Parish, Louisiana, and represented herein by its undersigned duly authorized agent, and whose Federal Tax Identification Number is 72-1239935 and permanent mailing address is 11000 Mead Road, Baton Rouge, LA 70816,

who acknowledges delivery and possession of following described property, to-wit:

Item I.

wdll

A CERTAIN TRACT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 29, Township 6 South, Range 4 East, G.L.D., Livingston Parish, Louisiana, containing twenty (20) acres and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 20, Township 6 South, Range 4 East, thence proceed S00°08'23"E a distance of 1,397.14 feet to a point and corner, thence N81°39'11"E a distance of 1,633.25 feet to the Point of Beginning, thence proceed N 00°08'23"W a distance of 100 feet, thence N 81°39'11"E a distance of 419.25 feet, thence N00°08'23"W a distance of 674.22 feet, thence N81°39'11"E a distance of 1082.75 feet; thence S00°08'23"E a distance of 774.22 feet, thence S 81°39'11"W a distance of 1502.00 feet along a 100' Illinois Central Gulf Railroad right-of-way back to the Point of Beginning.

All as set forth on "Survey Map for Sunland Fabricators, Inc. Showing a Certain 20.00 Acre Tract of Land Located in Section 29..." by Alex Theriot, Jr., & Associates, Inc., certified by W.J. Fontenot, P.L.S. and dated January 15, 1997.

Item II.

A CERTAIN TRACT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 29, Township 6 South, Range 4 East, G.L.D., Livingston Parish, Louisiana, containing ten (10) acres and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 20, Township 6 South, Range 4 East, thence proceed S00°08'23"E a distance of 1,397.14 feet to a point and corner, thence N81°39'11"E a distance of 1,393.25 feet to a point on

REC'D
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NOTARY PUBLIC
LIVINGSTON PARISH
LA
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COB BOOK NO. 699
PAGE NO. 709

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the east right-of-way line of Sunland Drive; thence proceed N00°08'23"W along the east right-of-way of Sunland Drive a distance of 100.00 feet to the Point of Beginning; thence continue N00°08'23"W along the east right-of-way line of Sunland Drive a distance of 528.28 feet; thence proceed along a curve to the right with a chord of N40°45'24"E, a radius of 168.50' and a length of 240.54 feet; thence along the south right-of-way of Industry Way N81°39'11"E a distance of 513.31 feet; thence S00°08'23"E a distance of 674.22 feet; thence S81°39'11"W a distance of 659.25 feet back to the Point of Beginning.

All as set forth on "Survey Map for Sunland Fabricators, Inc. Showing a Certain 10.00 Acre Tract of Land Located in Section 29..." by Alex Theriot, Jr., & Associates, Inc., certified by W.J. Fontenot, P.L.S. and dated January 15, 1997.

Seller hereby grants unto Buyer non-exclusive right of access and use over the railroad spur track lying immediately to the south of the ten (10) acre tract (Item II) conveyed herein and north of the 100' Illinois Central Gulf Railroad Right of Way, whereby Buyer shall have preference and priority in the use and scheduling of said railroad spur track.

The parties hereto do hereby revoke, renounce and cancel the "Predial Servitude of Right of Passage" (Predial Servitude) recorded at COB 616, Page No. 141, Entry #318412 of the official records of Livingston Parish, Louisiana, insofar as the Predial Servitude burdens the 20 acre tract identified as Item I herein; that portion of the Predial Servitude not burdening the 20 acre tract shall remain in full force and effect.

The parties hereto do hereby revoke, renounce and cancel in its entirety the "Personal Servitude of Right of Way" recorded at COB 616, Page No. 143, Entry #318413 of the official records of Livingston Parish, Louisiana.

To have and to hold said property unto the Buyer, Buyer's heirs, successors and assigns, forever.

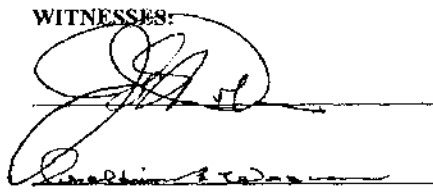
All parties signing the within instrument either as parties or as witnesses, have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid.

THUS DONE, READ AND SIGNED at Baton Rouge, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:



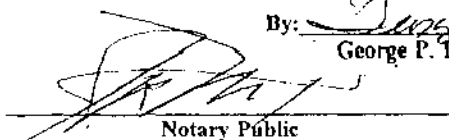
LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.

By: William Hawkins Sr.
William Hawkins, Sr., President

By: Dale Erdey
Dale Erdey, Secretary

SUNLAND FABRICATORS, INC.

By: George P. Bevan
George P. Bevan, Agent



Notary Public

745/146

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146

CASH SALE

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BY

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.

BOOK NO. 745
PAGE NO. 146

TO

PARISH OF LIVINGSTON

JUN 17 1999

RECORDED

On this date, **JUNE 15, 1999**, before me, a Notary Public for the Parish of Livingston,

State of Louisiana, and in the presence of the subscribing witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC. (TIN 72-966247), a Louisiana corporation, organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Livingston, State of Louisiana, herein represented by Dale M. Erdey, its President, pursuant to a resolution of its Board of Directors; whose mailing address is declared to be 29371 Frost Road, Livingston, Louisiana 70754;

herein called **SELLER**, who declared that for the price of **FOUR HUNDRED TWENTY FIVE THOUSAND AND NO/100 (\$425,000.00) DOLLARS**, cash, receipt of which is acknowledged, **SELLER** hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty **SELLER** may have, unto:

PARISH OF LIVINGSTON, herein represented by B. Dewey Ratcliff, Parish President, by virtue of a resolution of the Livingston Parish Council attached hereto and made a part hereof; whose permanent mailing address is declared to be P.O. Box 427, Livingston, Louisiana 70754:

herein called **BUYER**, the following described property the possession and delivery of which **BUYER** acknowledges:

That certain piece or portion of ground, together with all buildings and improvements thereon, and all rights, ways, and servitudes appurtenant thereto, located in Sections 20 and 29, Township 6 South, Range 4 East, Greensburg Land District, Livingston Parish, more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 6 South, Range 4 East, Greensburg Land District, Livingston Parish, Louisiana and proceed North 89° 33' 51" East a distance of 1,328.96 feet to a point; thence North 00° 08' 23" West a distance of 98.21 feet to a point; thence North 81° 39' 11" East a distance of 725 feet to the **POINT OF BEGINNING**; thence proceed North 81° 39' 11" East a distance of 1,793.30 feet to a point; thence South 00° 08' 23" East a distance of 485.81 feet; thence South 81° 39' 11" West a distance of 1,793.30 feet to a point; thence North 00° 08' 23" West a distance of 485.81 feet to the point of beginning. The property comprises an area of 20.00 acres and is shown on a survey of Wilfred J. Fontenot, P.L.S. of Alex Theriot, Jr. & Associates, Inc., Land Surveyors, dated August 6, 1998.

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To have and to hold said property unto the Buyer, Buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties.


The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is dispensed with by the parties hereto.

THUS DONE AND SIGNED by the parties at my office in Denham Springs, Louisiana, on the date first written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

**LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.**


LISA STAFFORD


BY: DALE M. ERDEY, PRESIDENT

PARISH OF LIVINGSTON


JOAN LEBLANC


BY: B. DEWEY RATCLIFF, PARISH
PRESIDENT


JAMES E. DURBIN, NOTARY PUBLIC

Orig. _____ Bdle. _____

CASH SALE

STATE OF LOUISIANA

PARISH OF LIVINGSTON

10/18/99

BE IT KNOWN, that on August 29, 2008, before me, DONALD L. MIERS, JR., Notary Public, duly commissioned and qualified, in and for the Parish of Livingston, State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a Louisiana non-profit corporation, having its principal place of business at 1810 South Range Avenue, Denham Springs, Louisiana 70726, and represented herein by its duly authorized President, Malcolm J. Woods, acting pursuant to resolution of its board of directors, a copy of which is attached hereto and made a part hereof,

herein referred to as "SELLER", who declared that for the price of ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00) DOLLARS, cash, receipt of which is acknowledged, SELLER hereby sells, and delivers with no legal warranties whatsoever, but with full substitution and subrogation to all rights and actions of warranty SELLER may have, unto:

MSS REAL ESTATE, L.L.C., a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its sole and only member, Miscellaneous Steel Specialties, L.L.C., represented by its members, Rebecca R. Shreve, James G. Shreve, John Mitchell Badeaux, and Patrick D. Soniat, acting pursuant to its operating agreement, and whose present mailing address is declared to be 9241 Bluebonnet Boulevard, Baton Rouge, Louisiana 70810

herein referred to as "BUYER", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which BUYER acknowledges:

A certain tract or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 20 & 29, T6S-R4E, Livingston Parish, Louisiana, and being more particularly described as TRACT B-2 according to a plat of survey by Alvin Fairburn, Jr., Professional Land Surveyor, dated June 13, 2008 and recorded at Plat Book 60, Page 85, Entry No. 672613 of the official records of the Clerk and Recorder for the Parish of Livingston, as follows, to-wit: Starting at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 20, T6S-R4E, proceed North 89 degrees 33 minutes 51 seconds East, a distance of 1328.96 feet; thence proceed North 00 degrees 08 minutes 23 seconds West, a distance of 98.21 feet; thence proceed North 81 degrees 39 minutes 11 seconds East, a distance of 2246.52 feet to the POINT OF BEGINNING; thence proceed North 81 degrees 39 minutes 11 seconds East, a distance of 271.78 feet; thence proceed South 00 degrees 08 minutes 23 seconds East, a distance of 458.81 feet; thence proceed South 81 degrees 39 minutes 11 seconds West, a distance of 271.79 feet; thence proceed North 00 degrees 08 minutes 20 seconds West, a distance of 485.80 feet to the Point of Beginning, containing 3.00 acres.

Property is sold, conveyed and accepted subject to any and all servitudes, easements, restrictions, covenants, conditions, and any lease, grant, exception or reservation of mineral or mineral rights, if any, appearing in the public records of said parish and state.

All parties signing the within instrument declared themselves to be of full legal capacity.

State of Louisiana
Parish of East Baton Rouge
PARISH OF EAST BATON ROUGE

992/217

Cash Sale

BE IT KNOWN that on the dates and at the places designated below, before the respective undersigned witnesses and notaries public, duly commissioned and qualified as such, personally came and appeared:

Livingston Economic Development Council, Inc., a Louisiana corporation, organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Livingston, State of Louisiana, represented herein by its President, Malcolm J. Woods, pursuant to a resolution of its Board of Directors, which is recorded at COB 992, Page 205, Entry No. 655/68, whose principal mailing address is 1810 S. Range Avenue, Denham Springs, Louisiana 70726, and whose federal taxpayer identification number is XX-XXX6247 (hereinafter referred to as "**Seller**")

who did declare that for the consideration hereinafter mentioned Seller does, by these presents, sell, transfer and deliver with full warranty of title, and with full substitution and subrogation to all of Seller's rights and actions of warranty of title which Seller has or may have against previous owners and with all rights of prescription, both liberative and acquisitive, unto:

Inter Nos Walker, Ltd., a limited partnership, organized and existing under the laws of the State of Texas, represented herein by its General Partner, IN Management LLC, represented herein by its duly authorized Manager, Richard Hotze, pursuant to a Written Consent of Partners, which is recorded at COB 992, Page 212, Entry No. 655/119 whose principal mailing address is 5440 Alder, Houston, Texas 77081, and whose federal taxpayer identification number is XX-XXX7851 (hereinafter referred to as "**Purchaser**");

for the benefit of Purchaser, and Purchaser's successors and assigns, the following described property:

ITEM I:

One certain tract or parcel of land being identified as **TRACT 2** on map entitled "Map Showing Resubdivision of a 15.70 Acre Tract of Land, being the Livingston Economic Development Council, Inc. Property into Tract 1 & Tract 2, located in Section 29, T6S-R4E, G.L.D., Town of Walker, Livingston Parish, Louisiana for Livingston Economic Development Council, Inc.", dated June 15, 2007 and recorded June 20, 2007 with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as Plat Book 58, Page 32, Entry No. 641627, containing 7.0 acres, located in Section 29, Township 6 South-Range 4 East, Greensburg Land District, Livingston Parish, Louisiana.

ITEM II:

All of Seller's right, title and interest in and to all buildings, improvements, easements, servitudes, appurtenances, rights, privileges belonging or appertaining to the property, including, but not limited to, all of Seller's right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property.

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(Items I and II hereinafter referred to as the "Property")

This sale is made and accepted for and in consideration of the sum of **(\$420,000.00) FOUR**

This sale is made and accepted for and in consideration of the sum of **(\$420,000.00) FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS** cash in hand paid, the receipt and adequacy of which are acknowledged by Seller.

Taxes for the year 2007 will be prorated as of the date of sale and paid.

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address: 5440 Alder, Houston, Texas 77081.

All parties signing this instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Purchaser, their heirs, successors and assigns, shall have and hold the Property in full ownership forever.

The Property is conveyed subject to the following servitudes and restrictions of record:

1. Restrictive Covenants for Livingston Parish Industrial Park dated July 31, 1985, recorded August 7, 1985, with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as COB 453, Folio 501, Entry No. 237318; Amendment to Restrictive Covenants dated January 16, 1987, recorded January 21, 1987, with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as COB 491, Folio 215, Entry No. 255071; Amended Restrictive Covenants for Livingston Parish Industrial Park dated August 4, 1999, recorded August 6, 1999, with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as COB 748, Folio 594, Entry No. 428179.
2. Mineral reservation with surface waiver created in that Act of Sale dated December 18, 1984 by and between Crown Zellerbach Corporation and Puget Southern Properties, Inc., recorded December 27, 1984 with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as COB 440, Folio 876, Entry No. 229621; Amendment to Act of Sale dated May 13, 1985, by and between Crown Zellerbach Corporation and Puget Southern Properties, Inc., recorded May 16, 1985, with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as COB 448, Folio 574, Entry No. 234203.
3. Restrictions, servitudes, easements, building and setback lines and all other matters shown on the survey entitled "Map Showing Resubdivision of a 15.70 Acre Tract of Land, being the Livingston Economic Development Council, Inc. Property into Tract 1 & Tract 2, located in Section 29, T6S-R4E, G.L.D., Town of Walker, Livingston Parish, Louisiana for Livingston Economic Development Council, Inc.", dated June 15, 2007 and recorded June 20, 2007 with the office of the Clerk of Court and Recorder of Mortgages for Livingston Parish, Louisiana as Plat Book 58, Page 32, Entry No. 641627.

Any reference to restrictions or servitudes above is not intended to nor does it reimpose such restrictions, but merely calls them to the attention of Purchaser. Further, any reference to a prior reservation of mineral rights is not intended to interrupt or suspend prescription of such mineral rights, prolong their existence or to admit to their validity, but only to call them to the attention of the Purchaser.

RESTRICTIVE COVENANTS
FOR
LIVINGSTON PARISH INDUSTRIAL PARK

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 31st day of July, 1985, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.,

a Louisiana corporation with its principal place of business and domicile in the Parish of Livingston, herein represented by MacBurney Trahan, Jr., its President, duly authorized by resolution of its Board of Directors;

who declared that said Appearer is the owner of a certain tract of land consisting of 199.84 acres, situated in Sections 20, 21, 28, and 29, Township 6 South, Range 4 East, Livingston Parish, Louisiana, acquired by Appearer from Puget Southern Properties, Inc., by deed recorded in Book 445, Entry Number 232,607, of the Conveyance Records of Livingston Parish; that appearer intends to develop said property into an industrial park facility which shall be known as the Livingston Parish Industrial Park; that, in order to provide for the orderly development and subsequent use of this facility, that Appearer does hereby impose the following restrictive covenants upon said property, which shall run with the land and be binding upon all persons hereafter acquiring same, as follows:

1. LAND USE;

Property in this park may be used only for office, business, research, industrial, and other activities associated therewith, or may be used in its natural state.

Property shall not be used for residential purposes, and shall not be used as a dumping ground for wastes, junk, or abandoned property.

2. DESIGN, CONTROL AND MAINTENANCE:

No building, fence, wall or other structure shall be commenced, erected, or maintained, and no addition or alteration to the exterior shall be made until the construction plans and specifications and a plan showing the location of the structure shall have been approved in writing by the Livingston Economic Development Council, Inc. This approval shall be deemed to have been granted should the Council fail to approve or disapprove, in writing, any such application within a thirty (30) day period from formal, written submission of the application.

All buildings and improvements hereafter erected on this property shall conform to all applicable building codes.

All buildings shall be either/or; pre-engineered building construction with colored panels and trim, masonry construction, block construction, pre-cast concrete construction, tilt-up wall type construction or any other acceptable industrial type construction that shall be neatly trimmed and attractive. No wood shall be used as an exterior finish for any building.

3. SETBACK LINES:

Buildings erected on the property shall have the following minimum set-backs from the right-of-way line of any street dedicated for public use:

- a. Thirty-five (35') feet for tracts containing five (5) acres or less;
- b. For tracts containing more than five (5) acres, buildings such as offices and warehouses shall be at least fifty (50') feet from the street rights-of-way, and buildings used for industrial, manufacturing, and processing purposes shall be at least one hundred (100') feet from the street rights-of-way.

Paved areas between the front of any building and the nearest right-of-way line shall not exceed ninety (90%) per cent of the area prescribed for set-backs as provided herein. The balance of the area prescribed for set-backs between buildings and street rights-of-way shall be used exclusively for lawn and landscaping. Planting areas shall be landscaped to present a pleasing appearance and conform to reasonable standards.

4. FENCES; SHRUBBERY:

No fence shall be erected nearer to any street dedicated to public use than thirty-five (35') feet. No hedges or other shrubbery obstructing total view shall be permitted nearer to a public street right-of-way than thirty-five (35') feet.

5. PARKING:

All properties shall provide sufficient area to insure that no parking will be necessary on any street dedicated for public use, which shall be prohibited.

Off-street parking shall be provided to meet the following minimum standards;

PARKING FOR PERSONNEL;

One Space for each 1-1/2 employees;

One Space for each managerial person;

PARKING FOR VISITORS;

On parking space per each ten managerial persons;

All parking areas for offices or warehouses shall be paved with reinforced concrete or asphalt and sand/clay gravel base. Parking lots constructed with gravel, shell or crushed limestone surfaces shall be permitted, provided that same are located at least one hundred (100') feet from any street right-of-way dedicated to public use.

6. DRIVEWAYS:

All driveway approaches to any tract of property shall be constructed of six (6") inch minimum reinforced concrete or asphalt, and shall extend from the property line to the paved street section. In the event that asphalt surfacing is employed, no less than two (2") inches of hot asphalt topping shall be used over no less than eight (8") inches of compacted base material.

7. LOADING AREAS; DOORS:

No loading docks or overhead doors may be erected which will front on any public street except as hereinafter provided:

- a. Provision for handling freight by truck will be permitted on the sides of buildings closer than one hundred (100') feet from the public street;
- b. Provision for handling freight by truck will be permitted on the fronts of buildings provided that same are at least one hundred (100') feet from the street right-of-way;
- c. Provision for handling freight by railroad shall be on those sides of any building which do not face on any public street;

8. SEWERAGE; WASTES:

No individual sewerage disposal system will be permitted on any building site. Each owner is to use the public sewerage system provided in the park. If wastes to be deposited in the sewerage system are such as to cause damage to the system or any sewerage treatment plant, then such wastes shall be pre-treated by the landowner to a degree so as not to cause damage to the system, or shall be hauled away from the industrial park for disposal at commercial dumping facilities.

No effluent, harmful bacteria, poisonous acids, oils, or any material considered hazardous to humans or the environment will be permitted to drain beyond the limits of any tract in this park.

9. MAINTENANCE OF PROPERTIES:

No activity shall be conducted on any tract in this industrial park which would cause the emission from said tract of any odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste, or otherwise, which would unreasonably or unduly interfere with the operations of other tract owners in the industrial park.

All plants and equipment, machines, etc., will be properly maintained in good working order by all tract owners, so as not to cause interference as set forth above.

It is provided, however, that so long as the facility, equipment, machinery, and operations of any tract owner are in compliance with all State and Federal laws and regulations, including EPA and OSHA guidelines, that same shall be considered in compliance with this restrictive covenant.

10. STORAGE ON PREMISES:

Outside storage of any materials, supplies or products shall not be permitted except on the rear one-third (1/3) of any tract containing less than ten (10) acres; on tracts exceeding ten (10) acres, such storage shall be confined to areas at least Two Hundred (200') feet back from any street right-of-way dedicated to public use. The "street right-of-way" referred to herein shall not include U. S. Highway 190. This prohibition shall not apply to loading and unloading facilities adjacent to railroad sidings or spurs.

11. EASEMENTS:

Easements and servitudes for the installation and maintenance of public utilities are as provided by the official plat of survey of this industrial park. No operations shall be conducted on any tract which would interfere with the services provided by such public utilities.

12. SIGNS:

No signs including, but not limited to, billboards or other outdoor advertising signs, signs identifying the name, business and products of the person or firm located on any tract, and directional signs, shall be permitted until the Livingston Economic Development Council, Inc., has given written approval as to the type, size, appearance, plans, specifications and location of such sign.

13. STREET LIGHTING:

In the event that street lighting is installed in this industrial park, each person or firm shall pay a pro-rata share of the utility costs incurred through this street lighting, based upon the ratio which the frontage of each tract bears to the whole of the streets. The pro-rata share owed shall be determined by the Livingston Economic Development Council, Inc., and each tract owner shall promptly pay his share of same when notified by the Council.

14. ENFORCEMENT:

All proceedings to enforce these restrictive covenants shall be at law or in equity in any court of competent jurisdiction. Prior to the institution of such proceeding, notice of any alleged violation of these covenants shall be provided, and a reasonable opportunity granted to correct any non-compliances.

15. AMENDMENT; WAIVER;

Upon application being made to the Livingston Economic Development Council, Inc., the Council may waive or amend any one or more of the conditions, restrictions, limitations, or agreements, with respect to any designated acreage, or as to the whole of the industrial park, provided that a showing or finding is made that such amendment or waiver would not be detrimental to the industrial park as a whole as an industrial area of high standards. Any amendment or waiver as to a specific tract or area shall not be deemed or construed as a waiver of any condition, restriction, limitation or agreement as to the remainder of the property in the industrial park.

16. TERM:

These covenants are to run with the land and be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date hereof, after which they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the acreage (excluding publicly designated tracts) of this industrial park has been filed for record, agreeing to any amendment or cancellation of these covenants.

17. INVALIDATION:

Invalidation of any of these restrictive covenants or the failure to enforce any of same at the time of its violation shall in no way affect the enforceability of any other restrictive covenant, nor be deemed as a waiver of the right to enforce same thereafter.

THUS DONE AND SIGNED, by said appearer at my office in the City of Denham Springs, Parish and State aforesaid, on the day, month and year first above written, and in the presence of me, Notary, and the undersigned, competent witnesses.

WITNESSES:

LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.

Margaret David

BY: MacBurney Trahan, Jr.
MacBurney Trahan, Jr.
President

Larry Martin

[Signature]

Robert H. Morrison, III, Notary Public

STATE OF MISSISSIPPI
PARISH OF LEBLANCH

CLERK'S OFFICE

I CERTIFY THAT THIS INSTRUMENT WAS FILED

RECORD _____ 10:51 PM

AND RECORDED Aug 7 8 COB

BOOK NO. 453 237318

RECORDED [Signature]

DEPUTY CLERK OF COURT AND EX OFFICIO RECORDER

**AMENDED RESTRICTIVE COVENANTS
FOR
LIVINGSTON PARISH INDUSTRIAL PARK**

STATE OF LOUISIANA
PARISH OF LIVINGSTON

Before me, the undersigned authority and in the presence of the undersigned competent witnesses, personally came and appeared:

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC., a Louisiana corporation with its principal place of business and domicile in the Parish of Livingston, Louisiana, herein represented by DALE ERDEY, its President, duly authorized by resolution of its Board of Directors;

who declared that:

Appearer is the owner of a certain industrial park known as **LIVINGSTON PARISH INDUSTRIAL PARK** situated in Sections 20, 21, 28 and 29, T6S, R4E, G.L.D. in the Parish of Livingston, Louisiana. Restrictive Covenants were filed affecting said property on August 7, 1985 at COB 453, Entry Number 237318, in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

Appearer desires to amend and supplement the restrictive covenants on file and of record by adding an additional paragraph to read as follows:

18. COMPLIANCE WITH PUBLIC LAW 33 USC 401:

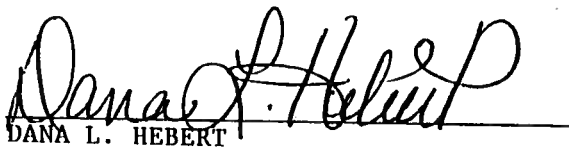
Any and all development, earth moving and /or landscaping on any property in the Park shall be conducted in accordance with the provisions of 33 USC 401, Sections 10 and 1413, Section 404 or any successor law.

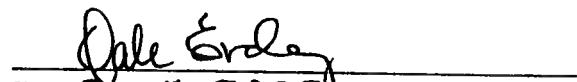
The provisions enacted in the restrictive covenants on file and of record and referred to hereinabove are retained and reaffirmed herein in their entirety as fully as if set out at length herein.

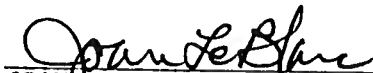
4th **THUS DONE AND SIGNED** at my office in Denham Springs, Louisiana, on the August day of 1999, 1999 in the presence of me, Notary, and the following competent witnesses.


WITNESSES:

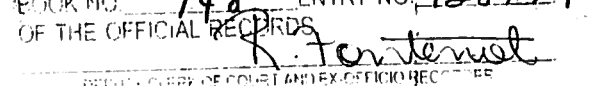
**LIVINGSTON ECONOMIC
DEVELOPMENT COUNCIL, INC.**


DANA L. HEBERT


BY: **DALE ERDEY**
PRESIDENT


JOAN LEBLANC


NOTARY PUBLIC
JAMES E. DURBIN

STATE OF LOUISIANA)
PARISH OF LIVINGSTON) CLERK'S OFFICE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD 86 19 99 AT 8:56 M.
AND RECORDED 86 19 99 IN COB
BOOK NO. 748 ENTRY NO. 428179
OF THE OFFICIAL RECORDS

CLERK OF COURT AND EX-OFFICIO RECORDER

Chain Sheet
 For: Eric Pittman
 File:

DATE: 4/16/2007

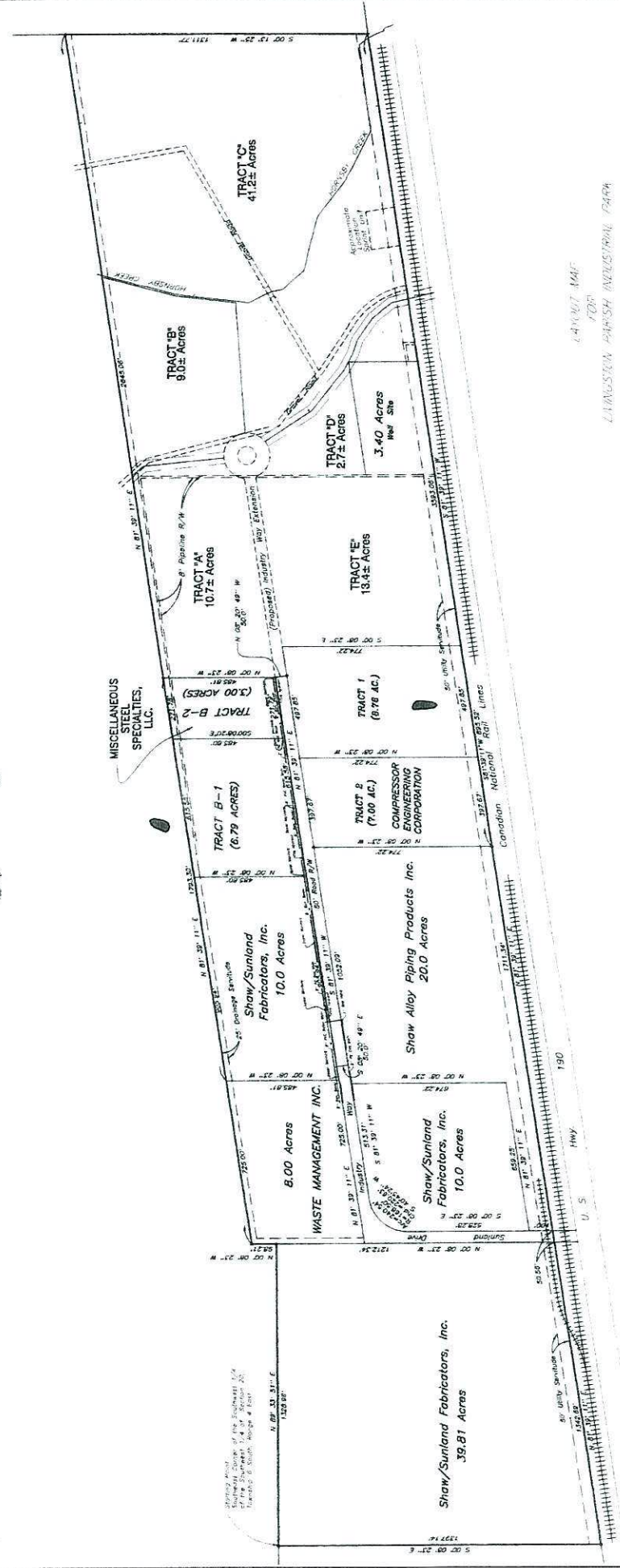
Chain of Title

<u>DATE</u>	<u>COB</u>	<u>PG</u>	<u>ORIG</u>	<u>INST</u>	<u>MOB</u>	<u>PG</u>	<u>FROM</u>	<u>TO</u>
3/19/07	965	500	632477	Term			Livingston Parish	Connell Industries, Inc
3/19/07	965	493	632476	CS			Livingston Parish Council	Yuba Heat Transfer Division of Connell Limited Partnership
8/6/99	748	594	428179	Rest			Livingston Economic Development Council	
617/99	745	146	424693	CS			Livingston Economic Development Council	<u>Parish of Livingston</u>
8/8/99	741	290	420031	Lease			Livingston Economic Development Council	Yuba Heat Transfer Division Connell Limited Partnership
	C 30	630		Revoke			Revocation of Charter for Livingston Economical Development Council	
2/4/97	699	709	377194	Sellout			Livingston Economic Development Council	Sunland Fabricators Inc
1/21/97	699	708	377193				Philip B. Berry Operating Co., Inc	
10/26/95	667	850	355521	AoC			Livingston Economic Council	Claude Penn Jr
10/23/90	648	765	341556	Serv			Livingston Economic Development Council	Gulf States Utility Co.
2/25/93	616	143	318413	Serv			Livingston Economic Development Council	Claude M Penn Jr
3/8/93	616	141	318412	Serv			Livingston Economic Development Council	Claude M. Penn Jr
2/25/93	616	133	318410	Sellout			Livingston Economic Development Council	Claude M. Penn Jr etal
11/16/88	578	442	295335	Modif.			Flare, Inc	Livingston Economic Development Council
8/29/94	644	854	338932	Assign			Town of Walker	Philip Berry Operating Co
3/3/89	541	553	276360	License			Flare Inc	Livingston Economic Development Council

11/25/87	512	256	263976				Livingston Economic Development Council	
11/2/87	512	253	263975	Acknow			Chevron USA	
11/30/87	512	247	262974	P.A.			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
5/19/87	498	470	258477	Serv			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
5/19/87	498	464	258476	Sale			Livingston Economic Development Council	Philip B Berry Operating Co, Inc
1/16/87	491	215	255072	Sellout			Livingston Economic Development Council	American Waste & Pollution Control Co., Inc
1/16/87	491	213	255071	Amend			Livingston Economic Development Council	
1/16/87	491	212	255071	Resol			Resolution of Livingston Economic Development Council	
8/6/85	453	506	237319	Sellout			Livingston Economic Development Council	Barnard & Burk Group Inc
7/31/85	453	501	237318	Rest			Restrictions of Livingston Parish Industrial Park	
12/20/84	445	514	232687	CS			Puget Southern Properties, Inc	Livingston Economic Development Council
3/29/85	445	513	232606	Resol			Resolution for Livingston Economic Development Council	
5/13/85	448	574	234203	Amend			Crown Zellerbach	Puget Southern Properties
12/18/84	440	876	229621	Sale			Crown Zellerbach	Puget Southern Properties

Legend

- WETLANDS
- EASEMENTS
- EXISTING ROADS
- EXISTING UTILITIES
- EXISTING BUILDINGS
- EXISTING FENCES
- EXISTING TREES
- EXISTING CROPS
- EXISTING WATER BODIES
- EXISTING POWER LINES
- EXISTING TELEPHONE LINES
- EXISTING GAS LINES
- EXISTING OIL & GAS LINES
- EXISTING RAILROADS
- EXISTING AIRPORTS
- EXISTING MILLS
- EXISTING FACTORIES
- EXISTINGWarehouses
- EXISTING OFFICES
- EXISTING HOMES
- EXISTING CHURCHES
- EXISTING SCHOOLS
- EXISTING HOSPITALS
- EXISTING PARKS
- EXISTING GOLF COURSES
- EXISTING RACE TRACKS
- EXISTING CASINOS
- EXISTING HOTELS
- EXISTING RESTAURANTS
- EXISTING BARS
- EXISTING CLUBS
- EXISTING GYMNASIUMS
- EXISTING THEATERS
- EXISTING CONVENTIONS
- EXISTING EXHIBITION HALLS
- EXISTING AUDITORIUMS
- EXISTING CONFERENCES
- EXISTING MEETINGS
- EXISTING BANQUETS
- EXISTING WEDDINGS
- EXISTING FUNERALS
- EXISTING BURIALS
- EXISTING CREMATIONS
- EXISTING MEMORIALS
- EXISTING MONUMENTS
- EXISTING GRAVES
- EXISTING CEMETERIES
- EXISTING CHURCHYARDS
- EXISTING PARISHES
- EXISTING DIOCESES
- EXISTING ARCHDIOCESES
- EXISTING BISHOPS
- EXISTING PRIORS
- EXISTING MONKS
- EXISTING NUNS
- EXISTING CLERGY
- EXISTING LAITY
- EXISTING RELIGIOUS
- EXISTING SPIRITUAL
- EXISTING FAITH
- EXISTING BELIEF
- EXISTING DOCTRINE
- EXISTING TEACHING
- EXISTING PREACHING
- EXISTING SERMONS
- EXISTING HOMILIES
- EXISTING GOSPELS
- EXISTING EPISTLES
- EXISTING ACTS
- EXISTING COLOSSEANS
- EXISTING THIMOTHY
- EXISTING PHILEMON
- EXISTING HEBREWS
- EXISTING MATTHEW
- EXISTING MARK
- EXISTING LUKE
- EXISTING JOHN
- EXISTING ROMANS
- EXISTING CORINTHIANS
- EXISTING GALATIANS
- EXISTING EPHESIANS
- EXISTING COLLOSSIANS
- EXISTING 1 PETER
- EXISTING 2 PETER
- EXISTING 1 JOHN
- EXISTING 2 JOHN
- EXISTING 3 JOHN
- EXISTING JUDE
- EXISTING REVELATION
- EXISTING PSALMS
- EXISTING PROVERBS
- EXISTING ECCLESIASTES
- EXISTING SONG OF SONGS
- EXISTING ISAIAH
- EXISTING JEREMIAH
- EXISTING LAMENTATIONS
- EXISTING EZEKIEL
- EXISTING DANEEL
- EXISTING JOSIAH
- EXISTING JONAH
- EXISTING MICHAEL
- EXISTING NAHUM
- EXISTING HABAKUK
- EXISTING ZEPHANIAH
- EXISTING HAGGAI
- EXISTING ZECHARIAH
- EXISTING MALACHI
- EXISTING MATTHEW
- EXISTING MARK
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- EXISTING 1 PETER
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- EXISTING 1 JOHN
- EXISTING 2 JOHN
- EXISTING 3 JOHN
- EXISTING JUDE
- EXISTING REVELATION



LAURET MAF
FOR
LAWSON PARISH INDUSTRIAL PARK
STATION
A CERTAIN PORT OF LAND
FORMED IN SECTION 20, 21, 22, & 23,
LAURET PARISH, MISSISSIPPI

A **ALVIN FAIRBURN & ASSOCIATES, LLC**
CONSULTING ENGINEERS - ARCHITECTS
LAND SURVEYORS - DESIGNERS
LAND DEVELOPMENT CONSULTANTS
TUNHAM SPRINGS, LOUISIANA 70127-1173 (225) 666-1415
DATE: DECEMBER 28, 2007
DWR NO. A71291-3A

DATE: 9/20/2014 TIME: 2:47



MCI Telecommunications
Corporation
2400 N. Glenville Drive
Richardson, TX 75082

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. Z 195 207 557**

November 17, 1995

Jeff David, President
Livingston Economic Development Council, Inc.
P. O. Box 1010
Denham Springs, LA 70727

**RE: Walker, LA / MCI Telecommunications Corporation
CRE No. 1593**

Dear Mr. David:

Please take notice that in accordance with the Lease Agreement dated January 22, 1986, between you as Landlord and undersigned as Tenant, we hereby exercise the first renewal option set forth in Paragraph 4 of the Lease for a term commencing on March 1, 1996, and ending February 28, 2006.

We would appreciate your acknowledging receipt of this notice by signing the attached copy of this letter and returning it to the attention of Ms. Pat Koenig, MCI's Real Estate Administrator, in the enclosed, self-addressed, stamped envelope. Please keep this original for your files. If you should have any questions or comments about this notice, please contact Ms. Koenig at 1-800-765-7109. Thank you.

Very truly yours,

MCI TELECOMMUNICATIONS CORPORATION

By: 

Keith E. Steiner, Vice President

LANDLORD

LIVINGSTON ECONOMIC DEVELOPMENT COUNCIL, INC.

By: 

Jeff David, President

Date: 11-27-95

cc: Property Records Center
National Real Estate 

CONFIDENTIAL

Site Name: Walker, LA. Repeater

MCI TELECOMMUNICATIONS CORPORATION

APR 9 1986

LIGHTWAVE SITE LEASE

MCI
Real Estate & Construction

LEASE made this 22nd day of January 1986, by and between Livingston Economic Development Council, Inc., a Louisiana Corporation whose address is Post Office Box 1010, Denham Springs, Louisiana 70727 (hereinafter called "Landlord") and MCI Telecommunications Corporation, a Delaware corporation having an office at 1133 19th Street, N.W., Washington, D.C., 20036, (hereinafter called "Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, the parcel of land (hereinafter called the "Premises") measuring approximately 100' X 100', more or less. After the completion of a survey, a metes and bounds description of the leased premises and easements will be attached to this Lease as Exhibit "A" and approved by Landlord prior to the beginning of construction.

TOGETHER WITH 1) any improvements that may be located thereon, 2) such rights of way and easements on, over, under and through the adjoining lands of Landlord, extending from the Premises to the nearest convenient public road, and of the standard vehicular width, as shall be necessary for ingress and egress to and from the Premises, 3) such other rights of way and easements on, over, under and through the adjoining lands of Landlord as may be required by Tenant for the purpose of electricity, gas, water, telephone, and any and all other utilities, and 4) to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of tenant's business.

All of the foregoing lying within the property described in Exhibit B annexed hereto.

Landlord retains the right to relocate the rights of way and easements provided herein, at Landlord's expense, to locations more convenient to Landlord, provided that any new easements or rights of way shall provide access to the Premises at least equal to that originally provided.

2. This Lease shall be for a term of ten (10) years and shall commence March 1, 1986.

3. Tenant shall pay Landlord an annual rental of \$1,800.00 in equal monthly installments of \$150.00 each, in advance, on the first day of each and every month during the term hereof, commencing on the commencement date of the Lease as provided for in Paragraph 2. In the event the commencement date is not the first day of the month, the rent for said month shall be apportioned. The rental payment shall be made to Livingston Economic Development Council, Inc.

CONFIDENTIAL

This Lease is made in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by Landlord. Such sum shall not be applied toward the initial monthly lease payments.

4. Tenant shall have the option to renew and extend the term of this Lease upon the same terms and conditions, except as specifically stated herein, for two (2) successive periods of ten (10) years each. Tenant shall exercise any one or more of said options by giving written notice of such election to Landlord at any time.

In addition, it is agreed to by the parties that the rental payments shall increase by twenty-five percent (25%) at the time of the renewal period.

5. Tenant shall have the right to fence the Premises but Tenant agrees not to fence the right of way. Tenant may enter upon the Premises and adjacent lands of Landlord from and after the date of execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the responsibility to clear and thereafter to keep clear the Premises, the right of way and any utility easement areas, of trees, bushes, rocks and crops. If the construction or maintenance of the site results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage. The trimming of trees and the collection of soil samples shall be limited to the leased area, the designated easements and the right-of-way.

6. Landlord agrees to pay promptly when due all taxes and assessments levied or imposed against the lands of Landlord and make all payments under any mortgage affecting the same and in the event Landlord fails to do so, Tenant shall have the right (but not the obligation) to protect its interest hereunder by paying said taxes, assessments, or making such mortgage payments and to deduct any amount so paid from the payments of rent due hereunder.

7. Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease, or sublet the Premises, in whole or in part, with Landlord's consent, which consent shall not be unreasonably withheld.

8. Landlord agrees that Tenant may peacefully and quietly enjoy the Premises, the right of way and easements granted hereunder subject, however, to the terms, covenants and conditions contained in this Lease. All of the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this Lease until Landlord has given Tenant written notice of any default hereunder and Tenant has failed to begin to cure the complaint within thirty (30) days after receipt of such notice. Notwithstanding, failure to tender payment of past due rent within 10 days after receipt of written demand from Landlord notifying tenant of such non-payment will result in default by Tenant.

10. All correspondence relating to this Lease shall be sent to Landlord at 991 Government Drive, Denham Springs, Louisiana 70727 and to Tenant at 1133 19th St., N.W., Washington, D.C. 20036, Attn: Law Department, Real Estate Administrator.

11. Tenant shall have the right to cancel this Lease upon one hundred eighty (180) days written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party will have any further obligation to the other.

12. All buildings, fixtures, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, the right of way shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and shall be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) or within 60 days thereafter. Landlord hereby expressly waives any and all Landlord's liens or claim of such on said buildings, fixtures, improvements and equipment.

13. Tenant shall pay all increases in real estate taxes affecting the Premises from improvements constructed thereon by Tenant.

14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invites and to acquire and maintain policies of liability insurance providing coverage for such risks, and to name Landlord in such policies as an additional insured for this liability.

15. Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements and the rights of way and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the

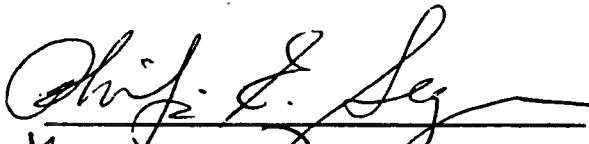
Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost hereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

16. Landlord agrees to execute and deliver such other documents, amendments and agreements, such as, but not limited to, easements, licenses and zoning and building applications, as Tenant shall require for the proper conduct of its business and in order to carry out the purpose and intent of this Lease, so long as such documents, amendments and agreements are not inconsistent with and do not materially change the general intent of this Lease, and obtained at Tenant's expense.

Tenant acknowledges that the leased property is subject to published restrictive covenants which tenant has received. Tenant accepts these covenants and tenant will not conduct his business on the leased premises for any purpose in violation of these covenants.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

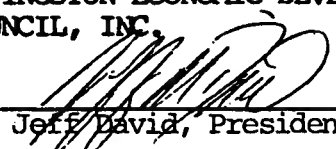
Witness:


James C. Nassery

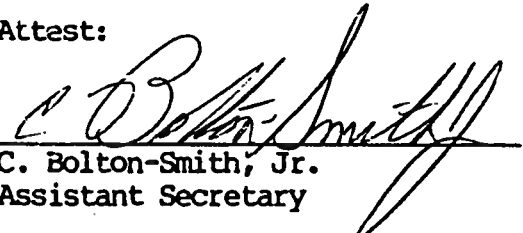
LANDLORD:

LIVINGSTON ECONOMIC DEVELOPMENT
COUNCIL, INC.

BY:


Jeff David, President

Attest:


C. Bolton-Smith, Jr.
Assistant Secretary

TENANT:

MCI TELECOMMUNICATIONS CORPORATION

BY:


Michael J. Rowley
Senior Vice President

Site Name: Walker, LA Repeater

EXHIBIT B

The following described land situated in Livingston Parish Louisiana and described as follows, to-wit:

Township 6 South, Range 4 East

Sections 20, 21, 28 & 29:

199.84 acres of land, more or less, lying in the S 1/2 of SE 1/4 of Section 20, in the S 1/2 of SW 1/4 of Section 21, in the N 1/2 of NW 1/4 of Section 28 and in the N 1/2 of Section 29, said 199.84 acres being more fully described as follows, to-wit:

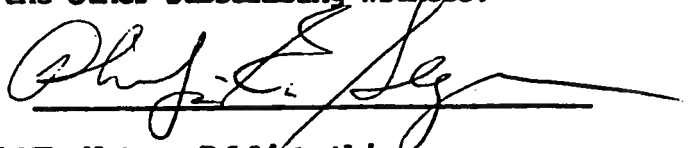
Begin at the northwest corner of the NE 1/4 of NW 1/4 of Section 29, T6S-R4E for the POINT OF BEGINNING and run South 00 deg. 08 min. 23 sec. East along the west line of the E 1/2 of NW 1/4 of Section 29, 1,397.14 feet to the north margin of R.R. R/W; thence run North 81 deg. 39 min. 11 sec. East along said north margin of R.R. R/W, 6,728.02 feet to the east line of the NE 1/4 of NW 1/4 of Section 28; thence run North 01 deg. 06 min. 16 sec. West along the east line of the NE 1/4 of NW 1/4 of Section 28 and the east line of the SE 1/4 of SW 1/4 of Section 21, 691.40 feet; thence run North 01 deg. 04 min. 44 sec. West along the east line of the SE 1/4 of SW 1/4 of Section 21, 616.20 feet; thence leave said east line of the SE 1/4 of SW 1/4 of Section 21 and run South 81 deg. 39 min. 11 sec. West, 5,363.36 feet to the east line of the SE 1/4 of SW 1/4 of Section 20; thence run South 00 deg. 08 min. 23 sec. East along said east line of the SE 1/4 of SW 1/4 of Section 20, 98.21 feet to the northeast corner of the NE 1/4 of NW 1/4 of Section 29; thence run South 89 deg. 33 min. 51 sec. West along the north line of the NE 1/4 of NW 1/4 of Section 29, 1,328.96 feet to the POINT OF BEGINNING.....199.84 Acs.

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BEFORE ME, the undersigned authority, on this day personally came and appeared Philip E. Seghers who being sworn acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by Jeff David, President of Livingston Economic Development Corporation in his presence and in the presence of the other subscribing witness.



SWORN TO AND SUBSCRIBED BEFORE ME, Notary Public, this 22nd day of January, 1988.


NOTARY PUBLIC

ACKNOWLEDGEMENT

CITY OF WASHINGTON)

: ss.:

DISTRICT OF COLUMBIA)

On this the 8th day of April, 1986, before me, Melissa L. Gill, the undersigned officer, personally appeared Michael J. Rowpy who acknowledged himself to be the Sr. Vice President of MCI Telecommunications Corporation, a Delaware corporation and that he, as such Sr. Vice President, being authorized so do to, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President.

In Witness Whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and year first above written.


Notary Public

My commission expires: 1/30/90

[Notarial Seal]

WALKER AND AVERY, INC.

CIVIL ENGINEERS & LAND SURVEYORS

1315 FIRST NATIONAL BANK OF COMMERCE BUILDING

NEW ORLEANS, LOUISIANA 70112

JOHN E. WALKER, C.E.
JOHN J. AVERY, JR., C.E.

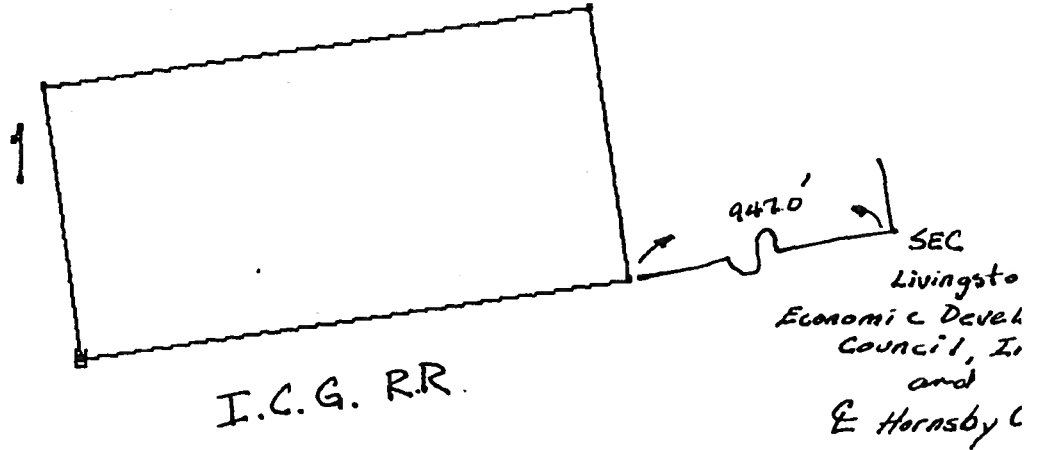
(504) 581-6663

MCI - ~~WALKER~~ SITE

A certain portion of ground located in Livingston Parish Industrial Park, Section 28, T6S, R4E, Livingston Parish, Louisiana, designated as Fiber Optic Site Plan Walker Repeater Station on a plan of MCI dated March, 1986, and said portion of ground is described more fully as follows:

Commencing at the southeast corner of Livingston Economic Development Council Incorporated 158.02 acre tract; said corner located in centerline of Hornsby Creek and on north right-of-way line of I.C.G. Railroad; thence South 81 degrees 39 minutes 11 seconds West a distance of 1090.00 feet along the north right-of-way line of the I.C.G. Railroad to the point of beginning; thence North 08 degrees 20 minutes 49 seconds West a distance of 70.00 feet; thence North 81 degrees 39 minutes 11 seconds East a distance of 143.00 feet; thence South 08 degrees 20 minutes 49 seconds east a distance of 70.00 feet to the north right-of-way line of I.C.G. Railroad; thence along said right-of-way line South 81 degrees 39 minutes 11 seconds West a distance of 143.00 feet to the point of beginning. Said portion of land contains 10,010 square feet.

PLAT OF DEED CALLS FOR WALKER LA

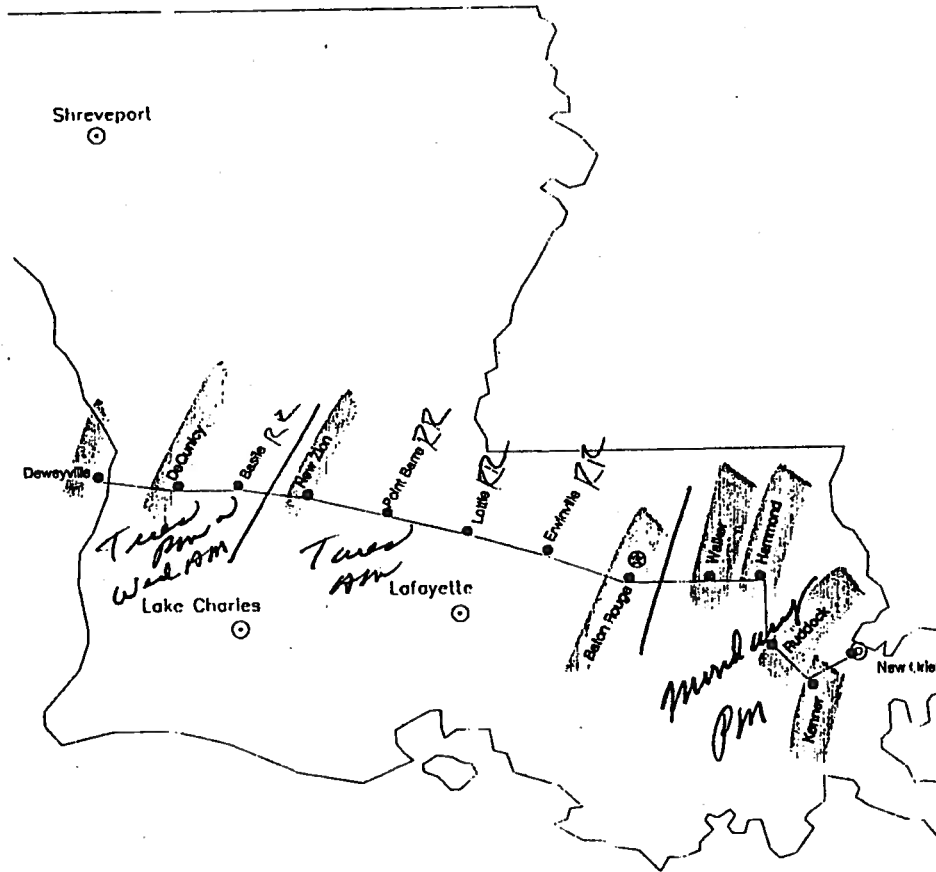


North for Beginning Tract Indicated by Arrow: Beginning Point Indicated by B

SQFT= 10010: SCALE= 50 FT/IN: PERIMETER= 426.00 FT: PRECISION=> 1/99'
ACRES= 0.230: CLOSING ERROR= 0.00 FT: ERROR BEARING= NONE

1. N08.2049W 70.00
2. N81.3911E 143.00
3. S08.2049E 70.00
4. S81.3911W 143.00

Underground Storage Tank Upgrade Program Louisiana Group 1



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1-800-757-7243

Randy Owens Page # 213 4206 #