

Exhibit F. Girouard Site Partial Title Abstract



Girouard Site Partial Title Abstract

CSRS, Inc.

c/o Elliott Boudreaux

FILE NUMBER: Parcel 6080618

PROPERTY DESCRIPTION: Lot 2, less & except Right of Way in Sections 44, 45 & 96, T10S, R5E,
Lafayette Parish, Louisiana

TIME PERIOD: 11/8/1943 TO 6/1/2021 CERTIFIED
TO _____ UNCERTIFIED

PRESENT OWNER: The Sagness Girouard, Jr. Inter Vivos Trust Number One, Sagness Girouard, III,
Margaret Elizabeth Girouard Cobb, Mark Kevin Girouard, Maureen Elaine Girouard Moore,
Robbie Gay Girouard Thompson, Vicki Corinne Girouard Coker,
Terry Clay Girouard Joint Venture, Craig Carlton Girouard & Lyndon Clay Girouard

PURCHASER: N/A

ENCUMBRANCES: N/A

TAX DATA: YEAR: 2020 WARD: 5 ASSESSMENT # 6080618
PROPERTY ID# _____ LAND: \$1,244.00 IMP: \$0.00
NET TAXES : \$107.85 HOMESTEAD: \$0.00
PAID / DUE: PAID 12/22/20

I HEREBY CERTIFY THAT I HAVE MADE A CAREFUL EXAMINATION OF THE CONVEYANCE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER IN THE PARISH OF Lafayette, IN THE NAMES OF THE PARTIES AS DISCLOSED BY THE ACTS INCLUDED IN THE INDEX OF THE ABSTRACT AS OF THE DATES SHOWN ABOVE. THE INDICES TO THE SAID RECORDS WERE CHECKED EXCLUSIVELY IN THE EXACT NAMES AS THEY APPEAR ON EACH RESPECTIVE DOCUMENT INCLUDED HEREIN AND NOT ANY NICKNAMES OR VARIATIONS OF SAID NAMES UNLESS SPECIFICALLY REQUESTED AND SO NOTED HEREIN. BASED ON SUCH EXAMINATION, I HEREBY CERTIFY THAT THE FOLLOWING INDEX ENUMERATES ALL OF THE CONVEYANCE INSTRUMENTS WHICH MAY AFFECT THE TITLE TO THE ABOVE CAPTIONED PROPERTY, EXCEPT FOR MINERAL INTERESTS AND RIGHTS OF ILLEGITIMATES AND UNKNOWN HEIRS. **I DO NOT CERTIFY NOR WARRANT THE ACCURACY OF THE TAX INFORMATION PROVIDED HEREIN;** NOR DO I CERTIFY THE ACCURACY OF THE INDICES PREPARED BY THE OFFICE OF THE CLERK IN THE ABOVE REFERENCED PARISH.

GULF SOUTH LAND TITLE RESOURCES, LLC

BY: 

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PAGE	FROM	TO	INSTRUMENT	BK	PG	ORIG	BUNDLE	DATED	RECORDED	CANCELLATION DATE
	ABSTRACTOR'S NOTE: As per client request, farm leases and all instruments pertaining to mineral interests were excluded.									
A	Tobin		Map			1943-				
1	Dame G. Hebert	Sagness Girouard, etux	Cash Sale			170241		11/6/1943	11/8/1943	
5	Sagness Girouard	Whom it may concern	Deposit/Map			1949- 222517		3/24/1949	3/24/1949	
7	Sagness Girouard	Central LA Electric	Right of Way			1957- 349897		3/12/1957	3/11/1957	
8	Sagness Girouard, etux	Department of Highways	Sell Off			1959- 390089		11/16/1959	12/29/1959	
12	Sagness Girouard	Texas Pipe Line	Right of Way			1963- 443478		6/25/1963	7/24/1963	
14	Sagness Girouard, etux	Sagness Girouard, Jr., etal	Cash Sale			1964- 454792		3/18/1964	3/31/1964	
17	Sagness Girouard	Southern Bell	Right of Way			1964- 455773		4/7/1964	4/17/1964	
19	Sagness Girouard	Southwest LA Electric	Right of Way			1965- 482416		7/14/1965	10/11/1965	
21	Sagness Girouard, Jr., etal	Southern Bell	Permit			1966- 488213		2/15/1966	2/16/1966	
23	Sagness Girouard	Continental Oil Co.	Right of Way			1966- 499041		9/30/1966	10/24/1966	
25	Sagness Girouard	South Central Bell	Permit			1973- 617864		11/7/1973	12/26/1973	
26	Sagness Girouard	South Central Bell	Permit			1977- 16102		7/1/1977	8/11/1977	
27	Sagness Girouard	Police Jury	Right of Way			1977- 24713		11/4/1977	12/2/1977	
28	Sagness Girouard	South Central Bell	Permit			1979-3418		11/20/1978	2/14/1979	
29	Terry C. Girouard, etux	Terry Clay Girouard Inter Vivos Trust Number One	Cash Sale			1985- 11989		4/13/1985	4/13/1985	
47	Sandra S. Girouard	Whom it may concern	Ratification			1985- 34883		8/21/1985	10/17/1985	re: 1985-11989

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82	Terry C. Girouard	Sandra D. Shaw	Property Settlement			1985-21563	7/1/1985	7/3/1985	
87	Sagness Girouard, Jr., etux	The Sagness Girouard, Jr. Inter Vivos Trust Number One	Trust/Transfer			1985-34868	10/15/1979	10/17/1985	
107	Robert Milton Girouard, etux	The Robert Milton Girouard Inter Vivos Trust Number One	Trust/Transfer			1985-34869	10/15/1979	10/17/1985	
127	Terry C. Girouard, etux	Terry Clay Girouard Inter Vivos Trust Number One	Trust/Transfer			1985-34870	10/15/1979	10/17/1985	
147	Maureen E. Moore	Whom it may concern	Declaration			1985-34871	10/3/1985	10/17/1985	
149	Vickie G. Coker	Whom it may concern	Declaration			1985-34872	10/3/1985	10/17/1985	
151	Mark Kevin Girouard	Whom it may concern	Declaration			1985-34873	9/29/1985	10/17/1985	
153	Lyndon C. Girouard	Whom it may concern	Declaration			1985-34874	8/26/1985	10/17/1985	
154	Craig C. Girouard	Whom it may concern	Declaration			1985-34875	10/14/1985	10/17/1985	
155	Margaret E. Girouard, Jr.	Whom it may concern	Declaration			1985-34876	10/14/1985	10/17/1985	
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160	Robert M. Girouard, etux	Whom it may concern	Declaration			1986-14331	4/28/1986	5/1/1986	
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163	Sagness Girouard	Lamar	Lease			1993-31623	6/22/1993	8/31/1993	
165	Succession of Sagness Girouard, Jr.	Margaret S. Girouard, etal	Judgment of Possession			1995-4194	2/7/1994	2/8/1994	
175	Sagness Girouard, Jr.		Will			1995-4193	12/3/1987	2/7/1995	

Lafayette Parish - Tax Notice Inquiry

6/3/2021 10:17:42 AM

Tax Notice# 6080618

Tax Year 2020

Taxpayer

SAGNESS GIROUARD JR INTER VIVOS

PO BOX ****

FREEPORT TX *****

Taxes	Interest	Cost	Other	Paid	Balance
107.85	0.00	0.00	0.00	107.85	0.00

Legal

PART LOT 2 SEC 44/45/96 T10S R5E (32.41 AC)

Parcels

Parcel#	Address	% Tax
6080618	4500 BLK US HWY 90 EAST	100.0000

History

Date	Description	Amount
11/9/2020	ORIGINAL TAXES	107.85
12/22/2020	PAYMENT	-107.85

Items

Class	Value	Units	Homestead
AGRICULTURAL LANDS CLASS I	1,160	29.00	0
AGRICULTURAL LANDS CLASS III	84	3.41	0

Cash Sale

170241

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this 6th day of November

in the year of our Lord, nineteen hundred and Forty-Three (A.D. 1943) before me

J. Gilbert St. Julien, a Notary Public in and for said Parish and State,

duly commissioned and qualified as such, personally came and appeared Dame Stella Girouard Hebert, wife of George L. Hebert and the said George L. Hebert, not only to assist and authorize his said wife herein, but also to convey and assign and transfer any and all rights which he may have in said property so conveyed herein, due to constructions (buildings) made out of community funds, during the union or marriage of vendors herein, both residents of the Parish of Terrebonne, State of Louisiana.

who declared that for the consideration hereinafter mentioned they do by these presents, sell, transfer and deliver with full guarantee of title and free from all incumbrances, and with subrogation to all their rights and actions of warranty against previous owners unto Sagness Girouard, who is married to Dame Floyd Dykes, a resident of the town (or city) of Freeport, State of Texas.



present, accepting and purchasing for himself and heirs and assigns and

acknowledging delivery and possession thereof the following described property, to-wit: That certain tract of land comprising Forty (40) superficial arpents (being Lot 2 of highland of the Guttekunst Plat annexed to the partition of the Jos. O. Girouard heirs), lying about One (1) mile northeast of the town of Broussard, in the Fifth Ward of the Parish of Lafayette, Louisiana, together with the buildings and constructions thereon and being bounded North by land of Ruby Girouard (or Lot 3 of the Chas. Guttekunst Plat annexed to the partition of the Jos. O. Girouard estate property), bounded South by land of Ida Girouard, wife of Ed Meaux (or Lot 1 of the Chas. Guttekunst Plat annexed to the partition of the Jos. O. Girouard heirs), bounded East by land of Chas. Billeaud estate or Chas. Billeaud heirs and bounded West by Public Road separating said land from the land of C. Euclide St. Julien.....For derivation of title; The western and central portions of said tract of land comprising 28.705 arpents were acquired by vendor (Stella Girouard Hebert) by inheritance and settlement from her co-heirs in the estate settlement of her father's estate-the late Jos. O. Girouard, per Act of date November 2nd, 1918 being Act No. 53526 recorded in Book of Conveyance K-5 at page 214 of the records of the Recorder's Department of the parish of Lafayette, La.; and the eastern portion of said tract of land comprising 11.295 arpents was acquired by act of purchase by vendor (Stella Girouard Hebert) before her marriage) from her mother, Dame Cecile Brugere, widow of Jos. O. Girouard on November 2nd, 1918 per Act No. 53533 recorded in Book of Mort. I-5 at page 282 of the records of the Recorder's Department of the Parish of Lafayette, La.

Vendor (Stella Girouard Hebert) reserves all crops on the land herein

sold, both the landlord's 1/3 share therein and the tenant's 2/3 share therein (same to be harvested by the tenant during the current year) and also reserving the right of occupancy of the buildings on said land by the tenant thereon (one Nelson Fulgence, col.) until the crops of the current year are harvested, unless purchaser was to obtain the consent of the tenant to vacate said premises before January 1st, 1944, in which case purchaser may immediately take possession of the premises but vendor not to be liable from the date of this sale for destruction of any of said buildings by fire or otherwise; and it is covenanted and agreed that purchaser (Sagness Girouard) may immediately do (or have done) any field work on the tract of land (such as planting cane and the like) with the consent of the tenant first obtained and that to be done without interfering with the harvesting of the crop or crops of the current year by said tenant or his employees.

It is covenanted and agreed between vendor (or vendors) and purchaser herein that the said vendor (Stella Girouard Hebert) reserves 50% or 1/2 of the customary 1/8th royalty (commonly allowed by the oil company or independent driller for mineral development of land) on all oil or other minerals produced from said land within the 10 year period from the date of this sale and as long thereafter as oil or other minerals are produced in commercial volumes therefrom provided said production results within the 10 year period, said reserve by Stella Girouard Hebert of said fractional royalty being for herself, her heirs and assigns; the said fractional royalty (meaning the 1/2 of the 1/8 or the 1/16th of the whole) to be accounted for by purchaser, Sagness Girouard or his heirs or assigns in cash to the vendor (based on the current market price of said mineral at the time of production thereof, when and as collected and not in kind or in oil; but in case of production of sulphur, the reserved right of vendor to be construed to be ~~at least~~ \$1.00 per ton of sulphur so produced that is 50cts per ton for vendor.

~~It is~~ agreed that all bonus or rentals paid by any future lessee for the exclusive right of developing said tract of land for minerals shall be the property of purchaser, without any accounting therefor to vendor. This sale is made and accepted for and in consideration of the sum of

THIRTY THREE HUNDRED FIFTY AND NO/100 (\$3350.00) Dollars, cash in hand paid,

for which acquittance is herein granted.

The certificate required by Article 3864 of the Revised Civil Code of this State is hereto attached and made part hereof. Tax certificates required by law attached hereto and made part hereof; and vendor assumes the payment of the taxes thereon for 1943.

Documentary Stamps in an amount of \$3.85 affixed hereto and cancelled.

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the day and date first above

written, in the presence of Louissette Dutille and J. J. Fournet and Mrs. J. Gilbert St. Julien and Mrs. Ed. Meunier competent witnesses, who sign with appearers and me, officer, after due reading of the whole. Interlineations and erasures approved before signing.

WITNESSES:

Louissette Dutille
J. J. Fournet
Mrs. J. Gilbert St. Julien
Mrs. Ed. Meunier

Stella Girouard Hebert
STELLA GIROUARD HEBERT
George L. Hebert
GEORGE L. HEBERT
Sagness Girouard
SAGNESS GIROUARD

NOTARY PUBLIC

FILED THIS DAY OF
AND RECORDED SAME DATE IN BOOK
..... AT PAGE
9-15
E. J. ...

TAX STATEMENT

Date Nov. 5 1943
Ward 5
Corp. _____

State of Louisiana,
Parish of Lafayette.

Name Stella Bryson
Description 34 acs Bayou R. Bayou - A. Bayou
17 acs Bayou E. R. Bayou

1941 Taxes \$ paid
1942 Taxes \$ paid
1943 Taxes \$ paid
Total Taxes Due \$ paid

Parish of Lafayette,
GASTON P. HERBERT, Sheriff &
Ex-Officio Tax Collector

BY William H. Herbert

CERTIFICATE OF NON-MORTGAGE

STATE OF LOUISIANA,
PARISH OF LAFAYETTE.

I hereby certify that after a careful search through the records of my office I do not find any mortgages, liens, or privileges against the name of Mrs. Stella Girouard Hebert

_____ bearing
on the following described property, to-wit:

"That certain tract of land comprising Forty (40) superficial arpents, lying in the Fifth (5th) Ward of the Parish of Lafayette, La. situated about One (1) mile Northeast of the Village of Broussard, La. together with the constructions and improvements thereon, being Lot Two (2) of the Highland according to the Guttekunst Plat attached to the Partition of the Joseph O. Girouard heirs, same being bounded North by the tract of Highland of Mrs. Ruby Girouard Davenport (or Lot Three of the Guttekunst Plat annexed to the Partition of the Joseph O. Girouard heirs), bounded South by the tract of Highland of Mrs. Ida Girouard Meaux (or Lot One of the Guttekunst Plat annexed to the Partition of the Joseph O. Girouard ~~heirs~~ heirs) and bounded West by Public Road separating said land from the land of C. Euclide St. Julien and bounded East by land of Charles Billeaud Estate or heirs or assigns.

Except

NONE.

Also taxes for the year 1941, 1942, and 1943.

Witness my hand and seal of office at Lafayette, La., this 3rd Day of November

A. D. 1943 at 4:00 P.M.



By, Clerk of Court

✓

222517

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, That on this 24th day of ~~20~~ March, 1949, before me, the undersigned Notary Public, personally appeared SAGNESS GIROUARD, married to Floy Dykes, a resident of ~~the~~ Freeport, Texas, who declared:

That through various acquisition recorded in the Office of the Clerk of Court of the Parish of Lafayette, Louisiana, under Entry Numbers 101586, 102429, 102430, 107523, 116064, 131249, 135386, 158631, 158639, 158771, 160461, 168399, 170241, 179306, 187730, 190943, 195320, 200300, and 206,716, which are made a part hereof by reference for the purpose of identifying the descriptions therein set forth.. Appearer became the owner of various tracts of land in the Fifth Ward of the Parish of Lafayette, Louisiana, all of which are contiguous except a tract of land containing 20.18 arpents acquired under Act No. 160461.

That appearer has caused the said tracts of land to be surveyed by C. K. Langlais, Registered Surveyor, and to compile the said information on one plat of survey, all as is better shown by said plat dated July 26, 1947, paraphed "No Varietur" for identification which is filed herewith. That the boundary lines of appearer's properties reflected on the plat of survey have been duly established in accordance with the courses and distances shown on the plat.

THUS DONE AND SIGNED on the day and date first above written in the presence of the undersigned competent witness, who signed with appearer and me, officer, after due reading hereof.

WITNESSES:

Irvin R. Schoofs
Elaine Haggerty

Sagness Girovard

PLAT
SEAL AT FILING CABINET
Donald Labe
NOTARY PUBLIC

See Plat attached to packet 1 Folder 2 with the name of Sagness

CLERK OF COURT
LAFAYETTE, LA.

MAR 24 11 34 AM '49

RECORDED PAGE 20

Paul Baudouin
CLERK OF COURT

11/1/52

[Faint, mostly illegible typed text]

PLAT
SEE PLAT FILING CABINET
272512

TRUOD RU NEDJ
JAJETIETAJ
CP HAD H USOM
[Faint text]

CENTRAL LOUISIANA ELECTRIC COMPANY INCORPORATED

RIGHT-OF-WAY PERMIT
GAS LINES

STATE OF LOUISIANA

Project No. W.O. 2760-2-351.2

PARISH OF Lafayette

No. Rods 198

KNOW ALL MEN BY THESE PRESENTS, that SAGNESS GIROUARD

349897

of lawful age, a resident of Lafayette, Pa. State of Louisiana, Grantor, in consideration of the mutual benefits to accrue, and Three hundred eighty and 10/100 Dollars \$380.00, and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto CENTRAL LOUISIANA ELECTRIC COMPANY INCORPORATED, a Louisiana corporation whose post-office address is Alexandria, Louisiana, and to its successors or assigns (hereinafter called Grantee) the right to enter upon the land of the undersigned situated in the Parish of Laf., State of Louisiana, and more particularly described as follows: Acres in 1/4 Section 111&23 Township 10 S Range 5 E Ward in Lafayette Parish, Louisiana.

Bounded now or formerly as follows: N. by Public Road, Sagness Girouard & J. G. St. Julien. S. by Billeaud Planters & Ruby Girouard; E. by Billeaud Planters; W. by Ruby Girouard & or Public Road.

and to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace thereon a pipe line and appurtenances thereto (including without limitation all protective equipment) for the distribution or transportation of gas, and to open, clear of trees and brush and maintain said Right-of-Way and to keep the same clear of underbrush, trees and all other obstructions.

It is understood and agreed that the Right-of-Way and easement hereby granted is 48 feet in width. The Grantee shall have the right of ingress and egress to and from said Right-of-Way and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described.

To have and to hold said Right-of-Way and privileges unto the Grantee, its successors and assigns, subject to the conditions and limitations herein contained.

The Grantor shall have full use of said Right-of-Way and the right to cultivate the same except for the purposes herein granted to said Grantee. Grantor agrees not to construct or permit to be constructed any house, structure or obstruction on or over or that will interfere with the construction, maintenance or operation of said pipe line or appurtenances constructed hereunder. Grantee agrees to bury all pipes below plow depth when requested so to do by Grantor.

It is understood that in granting this Right-of-Way and easement the following items are included and settled by the execution thereof:

All damages real and alleged (045.00) One Thousand Forty-five Dollars. Total \$1,425.00.

This Right-of-Way and easement is granted and accepted subject to the following restrictions: Right-of-way must be limited to Twenty-Five (25') Feet permanently. Pipe line to be installed shall not be larger than 20 inches in diameter and only one pipe line may be installed.

The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Grantor in writing to the office of the Grantee at Alexandria, Louisiana, within thirty days after the damage is done; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 1 day of March, 1957, in the presence of two competent witnesses who sign as such, with the Grantor after due reading.

Witnesses
James J. Bean
Paul H. Baith

Sagness Girouard
Grantor
Rt. of Way Agent
CENTRAL LOUISIANA ELECTRIC COMPANY INCORPORATED

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DAY
8 35 AM
MAR 12 1957

STATE OF LOUISIANA

PARISH OF Acadia

Before me, the undersigned authority, personally came and appeared Paul H. Baith who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the other, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 12 day of March, A. D. 1957
Fredrick C. Jarve
Notary Public

STATE OF LOUISIANA
DEPARTMENT OF HIGHWAYS
BUREAU OF HIGHWAY SURVEY
MONROE, LOUISIANA

Form 8-1

S A L E

390089

STATE OF LOUISIANA :

PARISH OF LAFAYETTE :

For the price and on the terms and conditions hereinafter set forth, That I, SIGEL'S ALLEGED, instead of Elroy L. Girouard, born Dykes, a resident of full age of majority, of the Parish of Lafayette, State of Louisiana,

being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by PAUL E. LIRETTE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated October 14, 1953, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, situated in the Parish of Lafayette, Louisiana, to-wit:

DESCRIPTION

One certain parcel of land together with all improvements thereon and all rights, ways, servitudes, privileges and advantages belonging thereto or in anywise appertaining, situated in Section 45, Township 10 South, Range 5 East, Parish of Lafayette, designated as Parcel No. 4-2 on the boundary survey map for STATE PROJECT NO. 474-02-01, BILLEAUD - LAFAYETTE HIGHWAY, ROUTE LOUISIANA 3052, LAFAYETTE PARISH, prepared by A. W. Schoeffler, C. E., dated February 5, 1959, which map is on file in the office of the Department of Highways in the City of Baton Rouge, and being more particularly described according to said map as follows:

PARCEL NO. 4-2: Beginning at a point on the easterly right of way line of a parish road which point bears Louisiana Grid Coordinates X=1,305,554.13, Y=539,560.78, thence in a southerly direction (150 feet distant from said parallel to the project centerline) around the arc of a curve to the right (the radius of which is 3969.72 feet and the long chord 491.28 feet bearing S 40° 48' 05" W) a distance of 491.59 feet to Vendor's southerly boundary line and corner, thence N 82° 37' 07" W along said southerly boundary line (crossing the project centerline at Highway Survey Station 852+56.07) a distance of 366.01 feet to

the easterly right of way line of a parish road the corner,
to wit: $1^{\circ} 21' 37''$ along said easterly right of way line
(crossing the project centerline at Highway Survey Station
354+00.07) a distance of 327.57 feet to the point of beginning;
containing a total area of 1.433 acres.

Being a portion of the same property acquired by Vendor from Stella
G. Hebert by Act of sale dated November 6, 1943, recorded in CCL -15
at Page 467 of the Conveyance records of Lafayette Parish, Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of ONE THOUSAND, ONE HUNDRED AND 10/100 (\$ 1,000.00) DOLLARS, which price the said Department of Highways hereby binds and obligates itself to pay to the Vendor upon the approval by the said Department of Highways of Vendor's title to the hereinabove described property.

The Vendor waives and abandons all claims for damages to any property adjacent to or near the property hereby conveyed on account of the construction and/or maintenance of any highway or highways or any appurtenance or appurtenances to any highway or highways on the property hereby conveyed.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil, gas and other minerals beneath the area hereinabove described and more specifically under the provisions of Act 278 of the Regular Session of the Louisiana Legislature for the year 1958; it being specifically understood, however, that while no exploration, drilling, nor mining of oil, gas or other minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under said area.

The Vendor acknowledges by these presents that property hereinabove described is being acquired for the purpose of constructing a controlled access highway and that all access to and from the adjacent property will be limited to the roadway nearest thereto, whether it be one of the principal lanes of the highway or a frontage road as may be determined by the Department.

All taxes assessed against the property hereinabove described have been paid for the year 1955, 1956, 1957 and 1958. Taxes for the year 1959 are prorated in accordance with Act 123 of the Louisiana Legislature for the year 1954.

The Department shall construct combination mesh and barbed wire fence along the northerly limits of the property hereinabove described from Vendor's southerly property line to Vendor's westerly property line.

IN TESTIMONY WHEREOF, this Act has been signed and executed in triplicate by the Vendor in the presence of the undersigned competent witnesses to said Vendor's signature on this the 11 day of November, 1959, and by the State of Louisiana and the said

Department of Highways in the presence of the undersigned competent witnesses to their signatures on the 16th day of November, 1959.

WITNESSES TO SIGNATURE OF VENDOR :

Charles L. Planchard
Mrs. Sagnès Girouard Sagnès Girouard
SAGNÈS GIROUARD

WITNESSES TO SIGNATURE OF THE STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS:

Louis M. Brooks
Curtis C. Barton

STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS:

BY: [Signature]
RIGHT OF WAY ENGINEER

AFFIDAVIT

STATE OF LOUISIANA:
PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority, this day personally appeared CHARLES L. PLANCHARD, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness to the signature of the Vendor therein, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows SAGNÈS GIROUARD

the Vendor named in said instrument, to be the identical person described therein, and who executed the same and saw him sign the same as his voluntary act and deed and that he the said CHARLES L. PLANCHARD, subscribed his name to the same at the same time as an attesting witness.

Charles L. Planchard
AFFIANT

Sworn to and subscribed before me this 16th day of November 1959.

Peter A. Longaro
Notary Public

CLERK OF COURT
EAST BATON ROUGE, LA.
NOV 16 1959

NOV 16 1959
[Signature]
CLERK

R/W No. 7 & 9
MAP No. 1093-4
DPT No. 1194
EST No. 527
RODS 196 & 416

Know All Men by These Presents: That Sagness Girouard
Married to and living with Glad Sykes

hereinafter called grantor, of the postoffice of Broussard 443478
in the State of Louisiana for and in consideration of Three thousand
Three hundred fifteen and 10/100 (\$3915.00) Dollars,

cash in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto
THE TEXAS PIPE LINE COMPANY, a corporation of Texas, its successors and assigns, hereinafter called
grantee, the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove
a pipe line, in whole, or in part, for the transportation of gas, oil, petroleum, or any of its products, water,
and other substances, and such other underground equipment and appurtenances as may be necessary or inci-
dental for such operations, the grantee selecting the depth and route at and upon which said line is to be
laid, upon, over and through the following described land situated in the Parish of Lafayette
in the State of Louisiana to wit:

That certain tract or parcel of land containing 938 acres, more or
less, lying and being situated in Lafayette Parish, Louisiana, being portions
of Sections 14, 23, 44, 45, 47, 61, 92, 93, 94 and 96, T-10-S, R-5-E, as
reflected by that certain map or plat which designates the boundaries of
the Sagness Girouard property which map or plat is filed in the Map Records
of the Office of the Clerk of Court of Lafayette Parish, Louisiana in Pocket
7 of Folder 2 of said Map Records, said map or plat being an attachment to
that certain instrument of record, bearing Act #222517 and recorded in
Conveyance Book P-18 at Page 20 of said Clerk's Records.

*This is understood that the right of way will not be
exceed fifty feet for construction starting to 25 feet for
operation and maintenance. Said line to be begun
with a minimum curve of 300 feet. The route
of said line is more particularly shown on plat
of said plat No. 100 attached hereto.*

Also the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove,
in whole or in part, a second pipeline, subject to the payment to the grantor of the same consideration
as provided above, said second line to be laid adjacent to and parallel with the first.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe
lines for all purposes of this grant. The grantee shall have the right to assign this grant and any of the rights
hereunder in whole or in part.

TO HAVE AND TO HOLD the rights and privileges hereunder granted unto said THE TEXAS PIPE
LINE COMPANY, its successors and assigns, so long as such pipe lines, underground equipment and appurte-
nances or any thereof, are maintained.

And by the acceptance hereof, grantee agrees to pay any and all damages to crops, fences, pasturage and
timber which may be suffered from the construction, operation or maintenance of such pipe lines.

It is understood and acknowledged by the grantor or grantors that the person securing this grant is with-
out authority to make any agreement in regard to the subject matter hereof which is not expressed herein
and that any such agreement will not be binding on the grantee.

IN WITNESS WHEREOF this instrument is signed in duplicate original on this the 25th day of
June, 1963.

Witnesses:
Sagness Girouard Sagness Girouard
Glad Sykes

STATE OF LOUISIANA
Parish of _____
Be it known that on this _____ day of _____, 19____, before me, the undersigned
authority, and in the presence of _____ and _____
witnesses, personally came and appeared _____
and _____, who signed and executed the foregoing in-
strument in writing; that the same is _____
same for the purposes and on the cor- _____
pressed.
Thus done and passed in the State _____
presence of the above named and _____
names as such, together with said app- _____
Witnesses: _____

in and for the Parish of _____, State of Louisiana

STATE OF LOUISIANA

Parish of _____

ACKNOWLEDGMENT

Be it known that on this _____ day of _____, 19____, before me, the undersigned authority, and in the presence of _____ and _____, competent witnesses, personally came and appeared _____ who acknowledged unto me, said authority, in the presence of said witnesses that he is (are) the identical person who signed and executed the foregoing instrument in writing; that the same is _____ own free and voluntary act and deed; that he... executed the same for the purposes on the conditions and terms therein expressed.

Thus done and passed in the State and Parish aforesaid, on the day and date hereinabove written and in the presence of the above named and undersigned competent witnesses who have herunto subscribed their names as such, together with said appearer and me, said authority, after due reading of the whole.

Witnesses: _____

_____ in and for the Parish of _____, State of Louisiana.

STATE OF LOUISIANA

Parish of Lafayette

Proof of Execution by Attesting Witness

Before me, the undersigned authority, this day personally appeared K. H. Woodward to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, deposes and says:

That _____ he subscribed his _____ name to the foregoing instrument at the time of the execution thereof as an attesting witness and that _____ he knows Sagness Girouard the said grantor named in said instrument to be the person described therein and who executed the same, and saw _____ him sign the same as his voluntary act and deed.

Sworn to and subscribed before me, this 28th day of

June, 19 63
Naaman & Journal
Notary Public in and for the Parish of Lafayette, State of Louisiana.

K. H. Woodward
Attesting Witness

RIGHT OF WAY GRANT

from _____

to _____

THE TEXAS PIPE LINE COMPANY

Filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded on the _____ day of _____, 19____, in Vol. _____ at page _____ Conveyance Records of this Parish.

Clerk of Court
Parish, Louisiana

By _____ Deputy
CLERK OF COURT
LAFAYETTE, LA.
FILED

JUL 24 10 11 AM '63
RECORDED & INDEXED
[Signature]
CLERK OF COURT

STATE OF LOUISIANA

Parish of _____

Proof of Execution by Attesting Witness

Before me, the undersigned authority, this day personally appeared _____ to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, deposes and says:

That _____ he subscribed _____ name to the foregoing instrument at the time of the execution thereof as an attesting witness and that _____ he knows _____ the said grantor named in said instrument to be the person described therein and who executed the same, and saw _____ sign the same as _____ voluntary act and deed.

Sworn to and subscribed before me, this _____ day of _____, 19____.

_____ in and for the Parish of _____, State of Louisiana

Attesting Witness

ACT OF SALE

454792

BE IT KNOWN that before the respective Notaries on the dates
and at the places stated below, appeared

SAGNESS GIROUARD, married to Floy Dykes,
and the said FLOY DYKES GIROUARD, resi--
dents of the Parish of Lafayette,
Louisiana,

who declared that, for the consideration hereinafter mentioned,
they do by these presents sell, transfer and deliver with full
guarantee of title and free from all incumbrances, and with sub-
rogation to all of their rights and actions of warranty against
previous owners unto

SAGNESS GIROUARD, JR., married to Margaret
Spitzer, a resident of Brazoria County,
Texas, ROBERT MILTON GIROUARD, married to
Joyce Legette, a resident of Brazoria County,
Texas, and TERRY CLAY GIROUARD, married to
Sandra Shaw, a resident of Lafayette Parish,
Louisiana, purchasing for their separate and
paraphernal estates with their separate and
paraphernal funds,

present, accepting and purchasing for themselves and heirs and
assigns, and acknowledging delivery and possession thereof, the
following described property, to-wit:

That certain tract of land in the Fifth
Ward of the Parish of Lafayette contain-
ing approximately 32.4 acres, being the
property described as Lot 2 of the high-
land of the Guttekunst plat annexed to the
partition of the heirs of Joseph O. Girouard
recorded in the Parish of Lafayette; said
parcel of ground is bounded as follows: on
the North formerly by property of Ruby
Girouard, ~~now-property-of-vendor~~, on the
South by property of Ida Girouard, on the
East by property formerly belonging to
Charles Billeaud, now property of vendor,
and on the West by a public road; said
property was acquired by vendor under

Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The right or way of the Department of Highways containing 1.43 acres runs diagonally through the said tract of land, as shown on the plat of survey attached to the sale of vendor to the Department of Highways in the Clerk's office of the Parish of Lafayette; the description given above by boundaries includes the whole of the tract containing 33.84 acres.

Vendor also sells to purchasers all of the mineral rights in and under the 1.43 acre tract consisting of the said right of way described above.

This sale is made and accepted for and in consideration of the sum of Twenty Thousand One Hundred Ninety and no/100 (\$20,190.00) Dollars, cash in hand paid, for which acquittance is hereby granted.

Federal documentary stamps in the amount of \$22.55 are attached and duly cancelled.

All taxes for the years 1961, 1962 and 1963 have been paid, and purchasers assume the taxes for the year 1964.

Purchasers dispense with the certificate required by Article 3364 of the Revised Civil Code of this State.

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the 18th day of March, 1964, by Sagness Girouard, Floy Dykes Girouard and Terry Clay Girouard, in the presence of the undersigned competent witnesses, who signed with appearers and me,

officer, after due reading of the whole.

WITNESSES:

Sagness Girouard
SAGNESS GIROUARD

Floy Dykes Girouard
FLOY DYKES GIROUARD

Terry Clay Girouard
TERRY CLAY GIROUARD

Donald Farris
NOTARY PUBLIC

DONE AND PASSED at the County of Brazoria, Texas, on the 20th day of March, 1964, by Sagness Girouard, Jr. and Robert Milton Girouard, in the presence of the undersigned competent witnesses, who signed with appearers and me, officer, after due reading of the whole.

WITNESSES:

Sagness Girouard, Jr.
SAGNESS GIROUARD, JR.

Robert Milton Girouard
ROBERT MILTON GIROUARD

Donald Farris
NOTARY PUBLIC

CLERK OF COURT
LAFAYETTE, LA.
FILED
MAR 31 10 38 AM '64
RECORDED PAGE 595
COURT



LAW OFFICES OF
OORHES, LARF,
NTEHOT, LEONARD,
& MCGLOSSON
South Buchanan Street
AYETTE, LOUISIANA

APPROVED FOR

Name and Post Office Address of Grantor: R/W FILM
SAGNESS GIROUARD
Prooussard, Louisiana

Property Covered by this Permit Exchange: BROUSSARD (City) LA (State)
 Street: GIROUARD RANCH ROAD Number: _____

Diagram showing location of property as related to streets or other known land marks.
 Authority: L-2177 Classification: 45C
 Area: BROUSSARD LA
 Approved: [Signature]
 Title: DISTRICT ENGINEER

NORTH
 ↑
 MSR 4-12-64

DWG NO 4 LOC: A TO 2 ON
 DWG NO 5

RECORD

CEP 47-101 EXCHANGE PLANT PERMIT (INDIVIDUAL) Form 8416 Mar. 1964

Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, Own and NO 7100 Dollars, in consideration of which (I) (We) hereby grant said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of telephone and telegraph, and for the general transmission of intelligence and for the purpose of the transmission and distribution of electric power, consisting of:

BURIED CABLE

and fixtures with the further right to permit the attachment of wires of any other Company or persons, in said poles and fixtures UNDER the property which (I) (We) own, or have an interest, located in the City of BROUSSARD Parish of LOUISIANA and State of LOUISIANA to wit: A TRACT OF LAND FRONTING FOR 3113 FEET ON THE NORTH SIDE OF THE GIROUARD RANCH ROAD, BOUNDED WEST BY IDOLIE ST JULIEN AND EAST BY LUCIUS DUHON, 1/4 SECTIONS 44, 94 AND 93 T10S - R5E, THE COMPANY AGREES TO PAY THE UNDERSIGNED AN ADDITIONAL \$312.00 WHEN AND IF THE ABOVE RIGHTS ARE EXERCISED.

Executed: March 26 1964
 Executed by: [Signature] (Post Office Address) SAGNESS GIROUARD
 Witness: [Signature] (L. S.)
[Signature] (L. S.)
[Signature] (L. S.)

55773

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned authority, personally came and appeared P. Lauphies, who being by me first duly sworn deposed and said that he is one of the subscribing witnesses to the signature of Hughes Girouard to the above and foregoing document; that he saw the said Hughes Girouard execute said document and that appearer signed same, together with E. R. Youngblood, the other subscribing witness.

P. Lauphies

SUBSCRIBED AND SWORN to before me this 7 day of April, 19 64.

Ronell Croucher
NOTARY PUBLIC IN AND FOR

Parish of Lafayette

CLERK OF COURT
LAFAYETTE
FILED
APR 17 8 27 AM '64
341
John J. Conroy
COURT

LAF. 45

LOCATION _____

RIGHT-OF-WAY EASEMENT

STATE OF LOUISIANA

PARISH OF Lafayette

482416

KNOW ALL MEN BY THESE PRESENTS: That Laques & Leonard (hereinafter called the "grantor" of the Parish of Lafayette, State of Louisiana, for the sum of one dollar, the receipt whereof, is hereby acknowledged, do hereby grant unto SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION, a corporation whose post office address is Lafayette, Louisiana and to its successors or assigns, the right to enter upon the lands of the grantor, situated in the Parish of Lafayette, State of Louisiana and more particularly described as follows:

A tract of land approximately 3.84 acres in area, situated in Lafayette Parish, approximately 1 miles NE of Broussard, La bounded by land now or formerly owned by:

N Broussard Highway # 90
E Manaplat W Dennis Road

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distributing line or system, and to cut and trim all trees and shrubbery within 10 feet of the conductors, and to cut from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike wires in falling.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and the words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the grantor has set his hand and seal this 14th

day of July 1965
WITNESSES: Laques & Leonard (L.S.)
J. P. LaBe (L.S.)
Geo. Sullivan

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned authority, a Notary Public in and for said Parish and State as such duly commissioned

and qualified, personally came and appeared J. S. Galbreath
who being by me first duly sworn according to law, deposed and said:

That he is one of the witnesses to the signature(s) of the grantor(s) in the foregoing act, and the other witness is
H. O. Milbray that
the said act was signed by the grantor in his presence and in presence of said other subscribing witness; and that the
signature of grantor(s) as well as that of said other subscribing witness and affiant are "genuine" and that said act was
signed after due reading, and for the purpose stated herein.

Sworn to and subscribed before me this 31st Day of August, A. D., 1965

Wendell R. Oliver
Notary Public

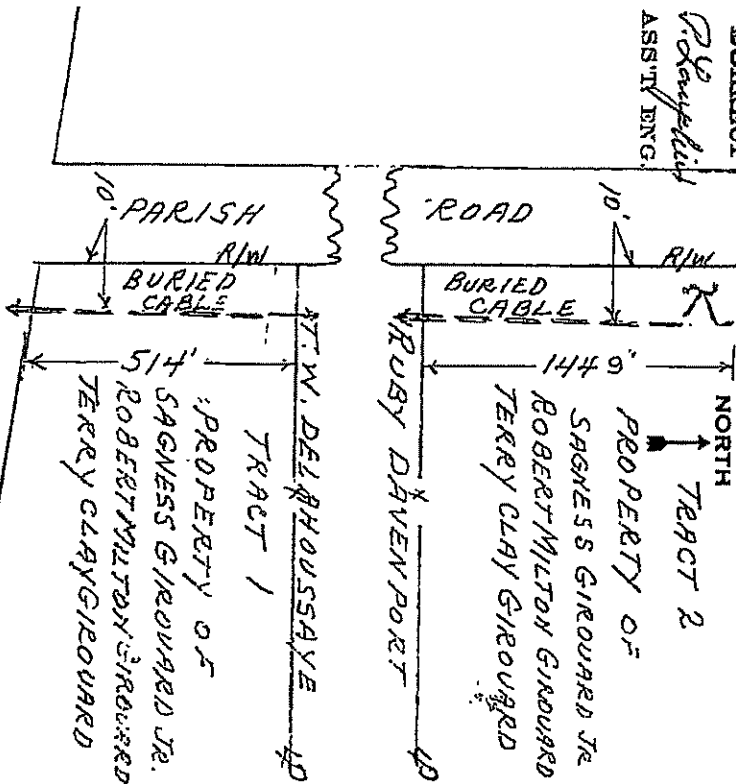
[Handwritten signature]
CLERK OF COURT
LAFA
FILED
OCT 11 9 10 AM '65
1965
COURT

DATE RECORDED

C.O.B.

1 DWG-5 1, 2, 3

HWY 90 ALANE



Correct
P. Sagness
ASST' ENG.

Name and Address: ROBERT TON GIROVARD
 Post Office Address: TERRY CLAY GIROVARD
 of Grantor: ROUTE 1 BOX 75
BOUSSARD, LA
 Property Covered by this Permit: Exchange BOUSSARD, LA
 (City) (State)
 Street PARISH ROAD Number 488213
 Diagram showing location of property as related to streets or other known land marks.
 Authority: 66-1010 Classification 452
 Area: BOUSSARD
 Approved: P. Sagness
 Title: DISTRICT ENGINEER

EP 47.101

EXCHANGE PLANT PERMIT

(INDIVIDUAL)

Form 8418
Mar. '66

Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY \$ 120.00 /100
 dollars, in consideration of which (We) hereby grant said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of telephone and telegraph, and for the general transmission of intelligence and/or for the purpose of the transmission and distribution of electric power, consisting of:
A BURIED CABLE

and fixtures with the further right to permit the attachment of wires of any other Company, or persons, to said poles and fixtures on the property which (We) own, or have an interest, located in the City of BOUSSARD, PARISH, LA, and State of LOUISIANA, to-wit: THOSE TWO TRACTS OF LAND FRONTING ON THE EAST SIDE OF A PARISH ROAD LOCATED IN SECTION 45, T10S, R5E, TRACT N°1 IS BOUNDED ON THE SOUTH BY 4LANE HIGHWAY 90, AND NORTH BY T.W. DELAHOSSAYE TRACT N°2, IS BOUNDED SOUTH BY RUBY DAVENPORT AND NORTH BY A PARISH ROAD.

Witness:
Sagness Girovard Sr.
P. Sagness



Executed FEBRUARY 4, 1966
 (Post Office Address)
Terry Clay Girovard (L. S.)
Robert Milton Girovard (L. S.)
Sagness Girovard (L. S.)

File Number: 1966-00488213 Seq:

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned authority, personally came and appeared J. Lanphier, who being by me first duly sworn deposed and said that he is one of the Subscribing Witnesses to the signatures of Terry Clay Giraud, Robert Milton Giraud, Sagness Giraud, Jr. to the above and foregoing documents; said he saw the said Terry Clay Giraud, Robert Milton Giraud, Sagness Giraud, Jr. execute said document and that appearer signed same, together with Sagness Giraud, Sr. the other subscribing witness.

J. Lanphier

SUBSCRIBED AND SWORN TO before me this 15 day of February, 1966.

Carroll Combs
NOTARY PUBLIC IN AND FOR

Parish of Lafayette

CLERK OF COURT

FEB 15 9 27 AM '66
 K48 912
John S. Combs
 CLERK OF COURT

RIGHT OF WAY AGREEMENT

(STANDARD FORM)

FOR AND IN CONSIDERATION of the sum of Five hundred twenty two dollars

and no/100 -----Dollars (\$ 522.00), in hand paid, the receipt of which is hereby

acknowledged, Sagness Girouard, husband of Floy Dykes, a resident of Lafayette
Parish, La. 499941

hereinafter referred to as Grantor (whether one or more), does hereby grant unto Continental Oil Company, a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line, ~~or pipe lines~~, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to construct, maintain, operate, and remove communication and control facilities upon, through and under the following described land

situated in Lafayette Parish, State of Louisiana, to wit:
That certain tract or parcel of land containing 938 acres, more or less, lying in Lafayette Parish, La., being portions of Secs. 14, 23, 44, 45, 47, 61, 92, 93, 94 and 96, T-10-S, R-5-E, as reflected by that certain map or plat which designates the boundaries of the Sagness Girouard property; said plat is filed in the office of the Clerk of Court of Lafayette Parish, La.; in pocket 7 of folder 2 of said map records. Said map being an attachment to Act. No. 222517 Bk. P-18 Pg. 20.

Right of way shall be 50 ft. during construction, then revert to 25 ft. after construction.

Together with the rights of ingress, egress and regress to and from said line ~~or lines~~, ~~on any of them~~, for the purpose aforesaid, Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted. Grantor agrees not to build, create or construct any obstruction, engineering work or other structure over said pipe line ~~or lines~~; nor permit same to be done by others.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.

~~Should more than one pipe line be laid under this grant at any time, an additional consideration, calculated on the same basis as the consideration hereinabove recited, shall be paid for each line so laid after the first line.~~

Any pipe line ~~or lines~~ constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one ~~or more~~ pipe line and/or communication and control facilities, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS my signature hereto in the presence of William R. Code
and J. Andrus Barousse, competent witnesses,

at Lafayette, Louisiana, this 19th day of September, 1966.

WITNESSES:

William R. Code
William R. Code
J. Andrus Barousse
J. Andrus Barousse

Sagness Girouard
Sagness Girouard

Tract No. no tract no yet R2
No. of Rods 522
Check No. 37678
Charge AFE-1-33-267

STATE OF LOUISIANA

PARISH OF Calcasieu

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared William R. Code who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of J. Andrus Barousse, the other attesting witness, by the parties thereto on the date therein stated.

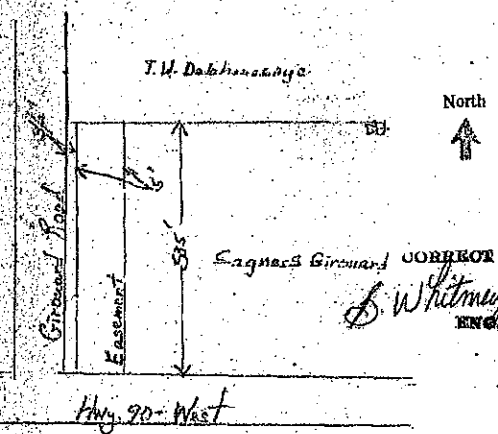
William R. Code

Subscribed and sworn to before me at Lake Charles, Louisiana, on this 20th day of September, A. D. 1966

J. Andrus Barousse
Notary Public

CLERK OF COURT
LAFALETTE, LA.
OCT 24 8 21 AM '66
RECORDED 17
BY John D. Conant
CLERK OF COURT

Please Return To:
RIGHT OF WAY AND CLAIMS DIVISION
COT. INCORPORATED
PONCA CITY, OKLAHOMA



DATE RECORDED _____ C.O.B. _____
 ENTRY 6/17/64 PAGE _____
 Name and Address of Grantor Sagness Girouard
Box 15
Irouisard, La
 Toll Line _____
 Exchange Line Broussard
 The Property is bounded where the line enters and leaves this property by the Property of:
Aug. 20 1964 on the South and T.W. Delahousseye on the North
 Authority 1-9151 Classification 7452
 Approved: [Signature]
 Title: DISTRICT ENGINEER

(Underground Plant) GENERAL PERMIT (INDIVIDUAL) Form 8416-1/4-72

I, (We), for and in consideration of the benefits; to be derived and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto South Central Bell Telephone Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communications or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 5 feet in width upon, across, over and/or under that certain tract of land situated in Lafayette Parish, State of Louisiana, The location of said strip of land on said tract of land being more particularly described as follows: Said strip parallel to the east R/W line of Girouard Road for a distance of approx. 525 feet.

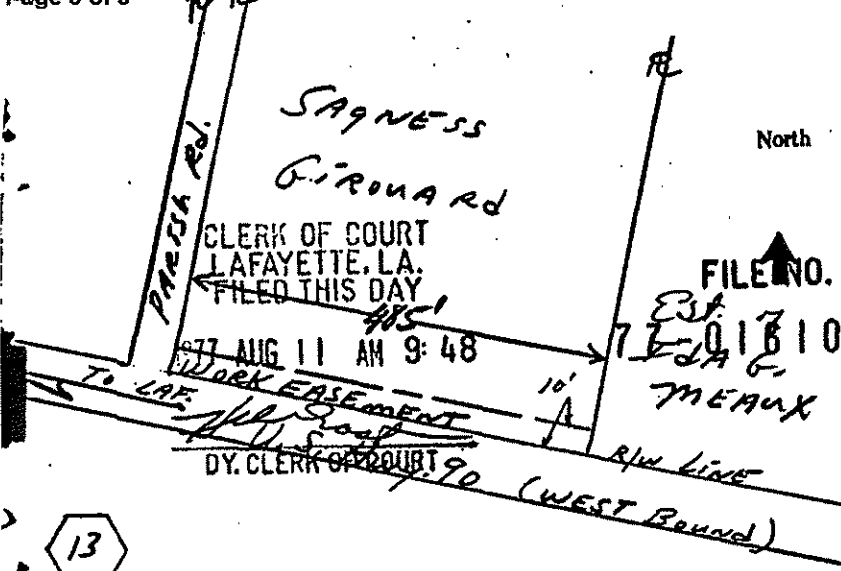
and the location of said tract of land on which said strip of land is located being more particularly described as follows: A Tract of land on the east side of Girouard Road, bordered south by Hwy. 90 - West and north by T.W. Delahousseye.

Section 44 Township 10S Range 5E
 all of which is shown on (above) (attached) sketch; and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements.

IN WITNESS WHEREOF, the undersigned Grantor, ha 5 set his hand and seal on this 7th day of Nov. 19 63.
 Witnesses: Alfred J. Ortega Sagness Girouard
Charles Bimroux Sagness Girouard

STATE OF LOUISIANA
 PARISH OF LAFAYETTE
 BEFORE ME, The undersigned authority, personally came and appeared Alfred Ortega who did and did sworn, deposed and said that he is one of the subscribing witnesses to the signature of Sagness Girouard, to the above and foregoing document; that he saw the said Grantor, Charles Bimroux, the other subscribing witness, and that appraiser signed same, together with the other subscribing witness.

Subscribed and Sworn to before me on this 19 day of Dec 1973 at Lafayette, Louisiana
Michael Billaud
LAFAYETTE
 Dec 26 9 35 AM '73
 570
 266
 1973



Name and Address of Grantor SAGNESS GIRONARD
RT. 1 BOX 75
BROUSSARD LA. 70518
 Toll Line BROUSSARD TO ST. MART. "A" CABLE
 Exchange Line _____
 The Property is bounded where the line enters and leaves this property by the Property of:
PARISH RD. on the NW and
I. MEAUX on the SE
 Authority 6-2400 Classification 9-457C
 Area US 90
 Approved: [Signature]
 Title: DISTRICT MANAGER
OUTSIDE PLANT ENGINEERING

CORRECT
 SUPERVISOR - SUPPORT GROUP
[Signature]

(Underground Plant) GENERAL PERMIT (INDIVIDUAL) Form 8416-3/4-72

Received of the SOUTH CENTRAL BELL TELEPHONE COMPANY 472 75/100 Dollars in consideration of which (I) (We) hereby grant said Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communication or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 10 feet in width upon, across, over and/or under that certain tract of land situated in LAFAYETTE Parish, State of Louisiana. The location of said strip of land on said tract of land being more particularly described as follows: SAID STRIP IS LOCATED PARALLEL AND ADJACENT TO THE NORTHEAST R/W LINE OF US HWY. 90 FOR APPROX. 485 FEET.

and the location of said tract of land on which said strip of land is located being more particularly described as follows: SAID TRACT OF LAND IS LYING NORTHEAST OF US HWY. 90 BOUNDED NORTHWEST BY PARISH RD. AND SOUTH EAST BY I.D.A.G. MEAUX EST.

all of which is shown on (above) (attached) sketch; and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements or future improvements of owner.

Telephone Company agrees to hold harmless Grantor from any and all liability arising from the negligent construction, installation, or maintenance of said telephone plant.

Telephone Company agrees to repair any damage suffered to property in placing and maintaining said cable.

IN WITNESS WHEREOF, the undersigned Grantor Paul A. Gantreau, has set his hand and seal this 6 day of May, 19 77.

Witnesses: Paul A. Gantreau Sagness Girouard
SAGNESS GIRONARD

STATE OF LOUISIANA
 PARISH OF _____
 BEFORE ME, The undersigned authority, personally came and appeared PAUL A. GANTREAU who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of GRANTOR, to the above and foregoing document; that he saw the said SAGNESS GIRONARD execute the said document and that appearer signed same, together with _____, the other subscribing witness.

Subscribed and Sworn to before me this 6th day of July, 1977

Michael Billand
 Notary Public in and for _____
 Parish, Louisiana

SOUTH CENTRAL BELL TELEPHONE COMPANY

By _____

C

CLERK OF COURT
LAFAYETTE, LA.
RIGHT OF WAY FILED THIS DAY

FILE NO.

1977 DEC -2 PM 2:26

77-024713

STATE OF LOUISIANA
PARISH OF Lafayette

[Signature]
BY CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS:

That **Sagness Girouard** does by these presents grant unto the
Parish of **Lafayette** through its Police Jury, the necessary
right-of-way for the construction, maintenance, and improvement of drainage facilities through and
across his property in:

Coulee Fortune

Sec. 45, 96, 44, 47 T10S - R5E

According to Louisiana Department of Public Works Drawing File No. P.W. 1564-1A

The consideration for this grant is the expectation of benefits to said property as a result of
the drainage improvement program.

In witness whereof this instrument is executed on this 4 day of

Dec., 1977

WITNESSES:

John Bernard

Sagness Girouard
GRANTOR

LPW 95

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DAY

FILE NO.

North



Name and Address
of Grantor SAGNESS G. GIROUARD
ROUTE ONE
BRASSARD, LA 70518

Toll Line _____
Exchange Line BRASSARD

The Property is bounded where the line enters and leaves this property by the Property of:

Girouard Rd on the WEST and
Parish Rd on the EAST
Authority 735 41 Classification E-45-C
Area Bayou Tortue Rd
Approved: _____
Title: MANAGER E. OSP ENGINEERING

Form 8416-4/4-72

(Underground Plant) GENERAL PERMIT
(INDIVIDUAL)

(1). (We), for and in consideration of the benefits, to be derived and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto South Central Bell Telephone Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communication; or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 10 feet in width upon, across, over and/or under that certain tract of land situated in Lafayette Parish, State of Louisiana. The location of said strip of land on said tract of land being more particularly described as follows: Said strip of land parcel end adjacent to the south side of Bayou Tortue Road for a distance of approx 49:49 feet

and the location of said tract of land on which said strip of land is located being more particularly described as follows: A tract of land bordered on the west by Girouard Rd and the east by Parish Rd

Section 44, 45, 96, 93, Township 11-5, Range S-E; all of which is shown on (above) (attached) sketch; and upon, along and under roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements of future improvements of owner.

Telephone Company agrees to hold harmless Grantor from any and all liability arising from the negligent construction, installation, or maintenance of said telephone plant.

Telephone Company agrees to repair any damage suffered to property in placing and maintaining said cable.

IN WITNESS WHEREOF, the undersigned Grantor _____, has set his hand _____ and seal _____ this 20 day of Nov, 19 78.

Witnesses:
Carroll Smith
Lucinda Dree

Sagness Girovard
Sagness Girovard

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, The undersigned authority, personally came and appeared Carroll Smith who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of Sagness Girovard to the above and foregoing document; that he saw the said Sagness Girovard execute the said document and that appearer signed same, together with Lucinda Dree, the other subscribing witness.

Carroll Smith
Subscribed and Sworn to before me this 15 day of January, 1979

Angie Dreyfus, Clerk
Notary Public in and for Lafayette Parish, Louisiana

SOUTH CENTRAL BELL TELEPHONE COMPANY
By _____
General Manager

DATE RECORDED _____
C.O.B. _____
PAGE _____
ENTRY _____

8

Inst Dwd,
9, 10, 11

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

APR 13 1985

85-011989

Carolyn Angler
NOTARY PUBLIC

SALE OF IMMOVABLES

BE IT KNOWN that on this 13th day of APRIL, 1985, before me the undersigned authority, Notary Public in and for said Parish and State, duly commissioned and qualified as such personally came and appeared

SANDRA SHAW GIROUARD, married to Terry Clay Girouard, and the said TERRY CLAY GIROUARD, residents of the Parish of Lafayette, Louisiana,

who declare that, for the consideration hereinafter mentioned, she does by these presents sell, transfer and deliver full guarantee of title and free from all incumbrances, and with subrogation to all of her rights and actions of warranty against previous owners unto

ZACKIE PINES EVANS, Trustee, pursuant to the provisions of the Terry Clay Girouard Inter Vivos Trust Number One, appearing herein through ZACKIE PINES EVANS, Trustee,

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described properties, to-wit:

1. That certain tract of land in the Fifth Ward of the Parish of Lafayette containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of vendor, and on the West by a public road; said property was acquired by vendor under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The right of way of the Department of Highways containing 1.43 acres runs diagonally through the said tract of land, as shown on the plat of survey attached to the sale of vendor to the Department of Highways in the Clerk's office of the Parish of Lafayette; the description given above by boundaries includes the whole of the tract containing 33.84 acres.

SSG
SSG

My interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #454792, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

2. That certain tract of land in the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by vendor, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al. and now belonging to vendor, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by vendor under Act No. 160461 of the Clerk's office of the Parish of Lafayette.

3. That certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to vendor, on the East by property formerly belonging to Mozart Girouard, now owned by vendor, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.

LESS: Parcel of ground at the northwest corner of said tract measuring 33 feet north and south and 172 feet east and west, sold by vendor to Lionel Girouard.

My interest in Tract 2 and Tract 3 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #454793, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

4. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing Seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C. K. Langlais, C. E., December 9th., 1964 which plat is attached hereto as Exhibit "A" and made a part hereof; said parcel of ground is bounded as follows:

On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of vendor herein, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by vendor herein by Acts Nos. 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

My interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and


SSG

the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #468052, dated December 15, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

5. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of highland bounded on the North by a gravel road separating said property from other properties of vendors, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to purchasers herein; said tract of land is described as Parcel B on the plat of survey prepared by C. K. Langlinalis, registered surveyor, dated December 9, 1964, a copy of which is attached hereto as Exhibit "B" and made a part hereof; said property was acquired in part by vendors from Billeaud Planters, Inc. and in part from Hebrard Girouard.

6. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, in Sections 44 and 93, Township 10 South, Range 5 East, containing 14 acres; said property is bounded on the North, East and West by property of vendors, and on the South by a gravel road separating said property from the 58 acre tract described above; said property is designated as a 14 acre tract on plat of survey prepared by Colomb & Laurent, registered surveyors, dated September 23, 1965, a copy of which is attached hereto as Exhibit "C" and made a part hereof; said property was acquired by vendors in part from Billeaud Planters, Inc. and in part from Mozart Girouard.


A part of my interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, by Act of Sale recorded in Entry #484101, dated October 30, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

A part of my interest in the above tract of land having been conveyed by SAGNESS GIROUARD, JR., married to Margaret Spitzer, and the said MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD, married to Joyce Legette, and the said JOYCE LEGETT GIROUARD, to me, by Act of Sale recorded in Entry #484102, dated October 12, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

7. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one acre having such dimensions and boundaries as shown by plat of survey of C. K. Langlinalis, Registered Surveyor, dated July 5, 1965, a copy of which is attached hereto as Exhibit "D" and made a part hereof, and being shown between the letters A, B, C and D on the said plat of survey.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #477633, dated July 5, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

8. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey of Fred L. Colomb, dated February 3rd, 1966, said plat is


SSB

attached hereto as Exhibit "E" and made a part hereof, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #488512, dated February 16, 1966 in the Conveyance Records of Lafayette Parish, Louisiana.

9. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of vendors, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of vendors herein; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which plat is attached hereto as Exhibit "F".

10. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of vendors, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which is attached hereto as Exhibit "F".

My interest in Tract 9 and Tract 10 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #494702, dated June 20, 1966, in the Conveyance Records of Lafayette Parish, Louisiana.

11. That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3rd, 1966 and attached to and made a part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

My interest in the above tract of land having been conveyed by MARCY DAVENPORT, also known as MARC DAVENPORT, married to Nancy Key, to me, by Cash Sale recorded in Entry #497481, dated August 10, 1966 in the Conveyance Records of Lafayette Parish, Louisiana.

12. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C. K. Langlais dated August 13th,


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1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of vendor and easterly by property of vendees.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #513366, dated August 31, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

13. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres, more or less, delineated between the letters "A,B,C,D,E,F,G,H" on plat of C. K. Langlinois, dated August 26, 1967, marked "A" for identification and attached hereto as Exhibit "G" and made a part hereof and said tract of land being irregular in shape and being bounded northerly by property of heirs of J. O. Girouard, southerly by Sagness Girouard, easterly by heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

14. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres, more or less, delineated between the letters "A,B,C,D,E,F,G,H,I,J,K,L,M,N" on plat of C. K. Langlinois, dated August 26, 1967, marked "B" for identification and attached hereto as Exhibit "G" and made a part hereof and said tract of land being irregular in shape and being bounded northerly by Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin heirs and Colomb & Roy.

My interest in Tract 13 and Tract 14 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #514783, dated September 29, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

15. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C. K. Langlinois dated August 13, 1966, attached hereto as Exhibit "H" and being shown between the letters "B", "D", "E" and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of vendor and Easterly by property of vendees.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Credit Sale recorded in Entry #529034, dated August 29, 1968, in the Conveyance Records of Lafayette Parish, Louisiana.

16. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, attached hereto as Exhibit "I", and being shown between the


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letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by Plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye, their heirs or assigns, Westerly by Parish Road in part and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by purchasers.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Credit Sale recorded in Entry #543618, dated June 11, 1969, in the Conveyance Records of Lafayette Parish, Louisiana.

The purchaser assumes the payment of all taxes assessed against the property herein sold for the year 1985.

This sale is made and accepted for and in consideration of the assumption by the Trust effected by the acceptance of this conveyance of the following indebtednesses:

1. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard, payable to the order of Freelander, Inc., in the original principal sum of Thirty-nine Thousand Forty-nine and No/100 Dollars (\$39,049.00) (Account No. 43854987900).
2. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard, payable to the order of United Company Financial Corporation in the original principal amount of One Hundred Two Thousand Seven Hundred Twenty-four and 27/100 Dollars (\$102,724.27) (Account No. 0020360021).
3. That certain unsecured indebtedness owed by Sandra Shaw Girouard, payable to Millie McKnight in the original principal sum of Ten Thousand and No/100 Dollars (\$10,000.00).
4. That certain unsecured indebtedness to Gerald de Launay, Attorney-at-Law, owed by Sandra Shaw Girouard for legal services rendered by Gerald de Launay. Said indebtedness is approximately Two Thousand and No/100 Dollars (\$2,000.00). It being agreed that the Trust shall not be liable to Gerald de Launay for an amount in excess of \$2,000.00.

The Trust hereby specifically agrees to indemnify and hold harmless the said SANDRA SHAW GIROUARD from any and all claims as a result of these indebtednesses.

Purchaser dispenses with the certificate required by Article 3364 of the Revised Civil Code of Louisiana and also with the production of tax receipts required by law.


SSG

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the 13th day of April, 1985, by SANDRA SHAW GIROUARD, in the presence of Suzeline Blanchard and Robert L. Rufford competent witnesses, who signed with appearer and me, officer, after due reading of the whole.

WITNESSES:

Suzeline Blanchard
Robert L. Rufford

Sandra Shaw Girouard
SANDRA SHAW GIROUARD

Barbara Lopez Naomi
NOTARY PUBLIC IN AND FOR
THE STATE OF LOUISIANA

DONE AND PASSED at the County of Brazoria, Texas, on the 13th day of April, 1985, by ZACKIE PINES EVANS, Trustee, in the presence of Peggy Stovall and J. M. Stovall competent witnesses, who signed with appearer and me, officer, after due reading of the whole.

WITNESSES:

Peggy Stovall
J. M. Stovall

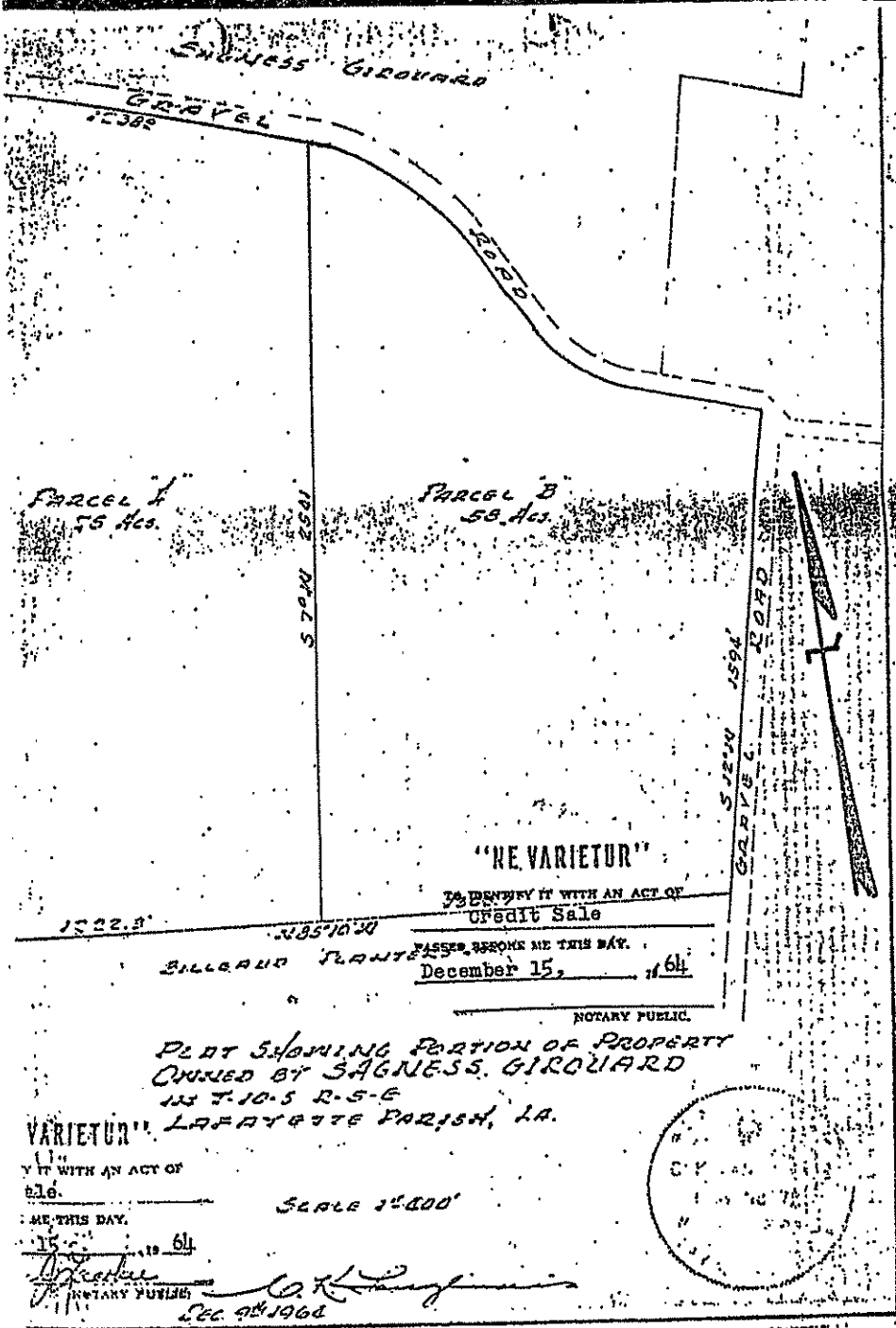
TERRY CLAY GIROUARD
INTER-VIVOS TRUST NO. 1
by:

Zackie Pines
ZACKIE PINES EVANS, Trustee

Linda J. Green
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
LINDA J. GREEN

My Commission expires 09/30/88

SSG



"THE VARIETUR"

TO BE BOUND BY IT WITH AN ACT OF
Credit Sale

PASSED BEFORE ME THIS DAY
December 15, 1964

NOTARY PUBLIC.

PLAT SHOWING PORTION OF PROPERTY
OWNED BY SAGNESS GIROUARD
IN T. 10-S R. 5-E
LAFAYETTE PARISH, LA.

"THE VARIETUR"

TO BE BOUND BY IT WITH AN ACT OF
Credit Sale

PASSED BEFORE ME THIS DAY
December 15, 1964

NOTARY PUBLIC.

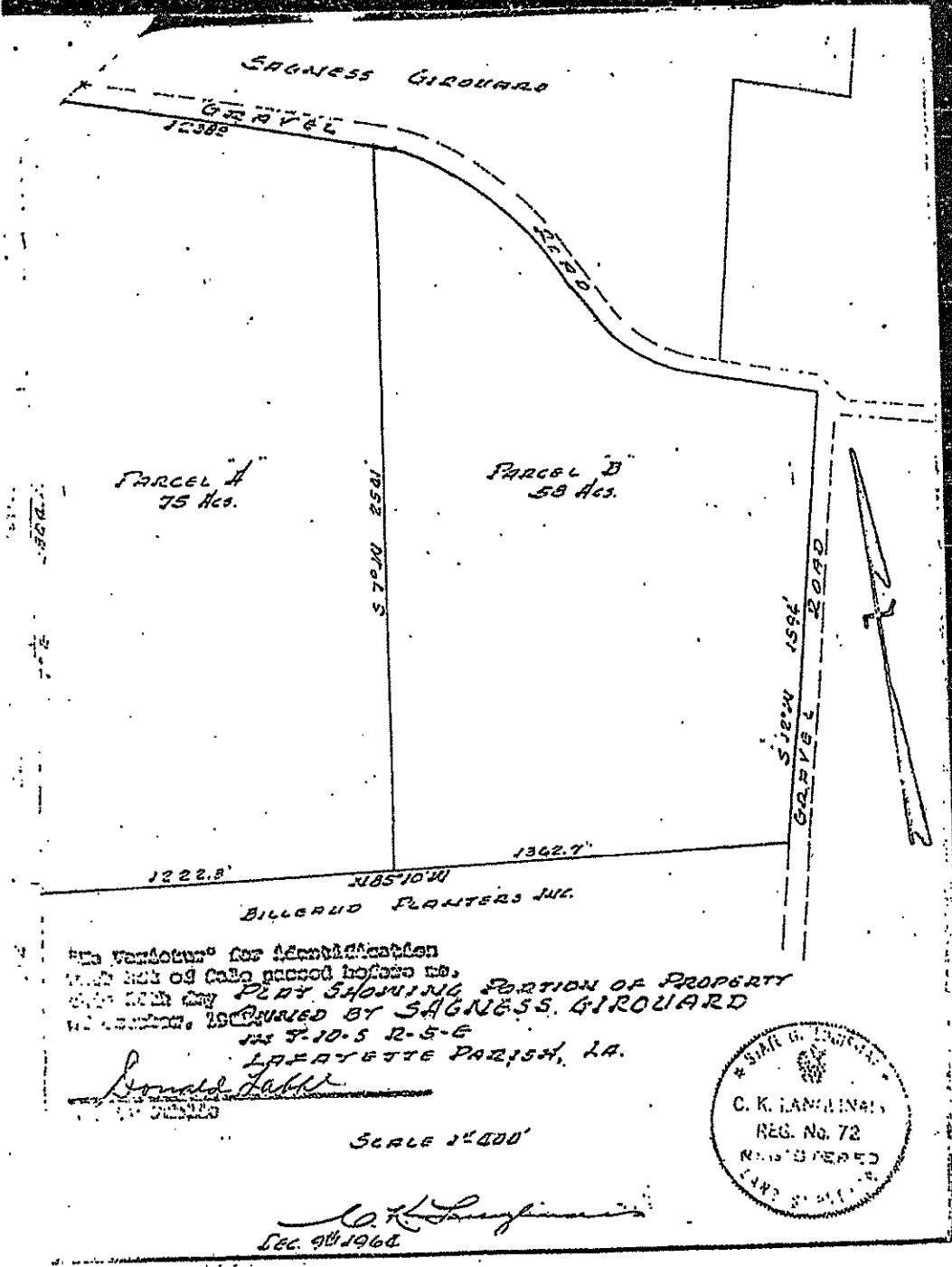
SCALE 1"=100'



[Signature]
NOTARY PUBLIC
DEC 28 1964

Exhibit "A"

468052



File Vendition for identification
 with list of calls passed before me,
 and with my **PLAN SHOWING PORTION OF PROPERTY**
 hereunto, **ACQUIRED BY SAGNESS GIROUARD**
 IN 5-10-5 R-5-6
 LAFFAYETTE PARISH, LA.

Ronald H. Holt
 Surveyor

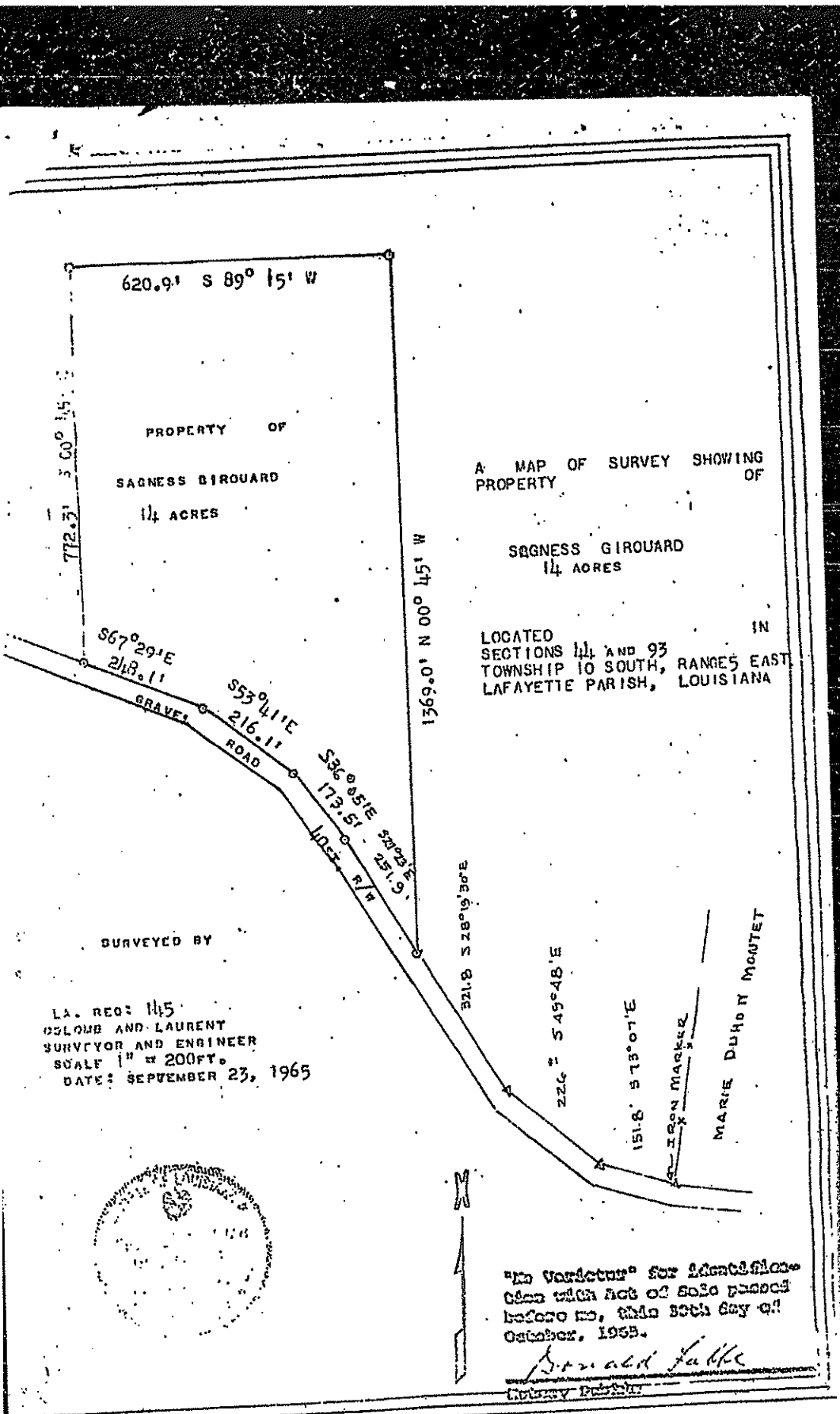


SCALE 1"=400'

C. K. Lamarine
 Dec. 9th 1968

484101

Exhibit "B"



PROPERTY OF
SAGNESS GIROUARD
14 ACRES

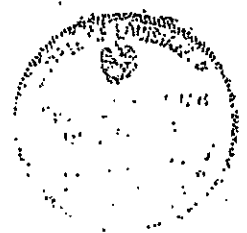
A MAP OF SURVEY SHOWING
PROPERTY OF

SAGNESS GIROUARD
14 ACRES

LOCATED IN
SECTIONS 14 AND 93
TOWNSHIP 10 SOUTH, RANGE 5 EAST
LAFAYETTE PARISH, LOUISIANA

SURVEYED BY

LA. REG. 145
OSLOMB AND LAURENT
SURVEYOR AND ENGINEER
SCALE 1" = 200 FT.
DATE: SEPTEMBER 23, 1965

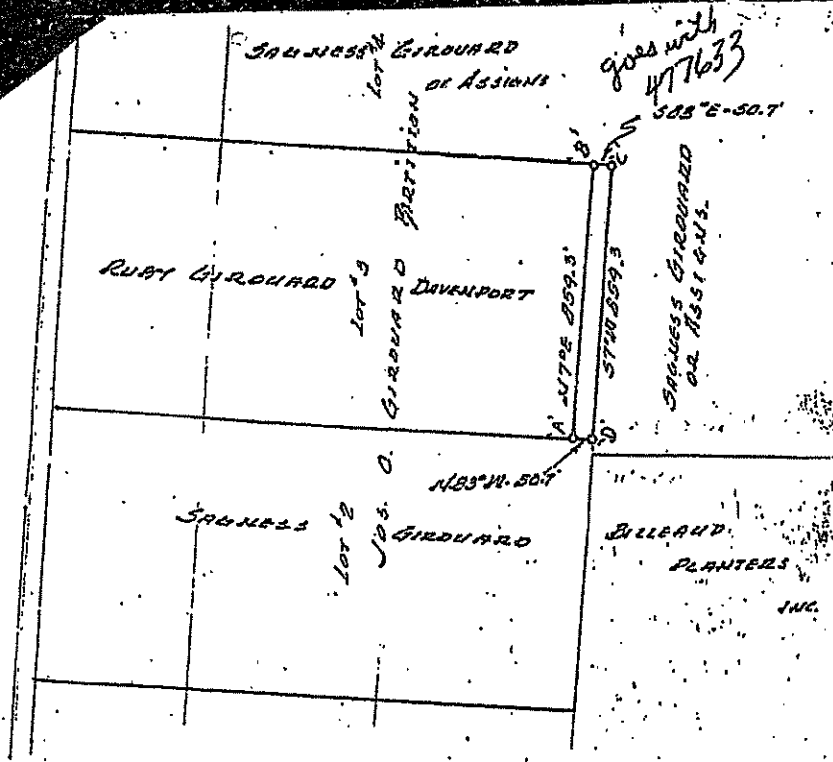


"In Witness" for identification
this with Act of Sale passed
before me, this 30th day of
October, 1965.

Donald Falke
Notary Public

Exhibit "C"

484101



PLAT SHOWING PROPERTY
 BEING ACQUIRED BY
 SAGNESS GIROUARD
 IN SEC 44 T-10-S R-5-E
 LAFAYETTE PARISH, LA

SCALE 1"=200'

C. K. Langlais
 JULY 5th 1965



Exhibit "D"

A MAP OF SURVEY SHOWING
PROPERTY TO BE ACQUIRED BY

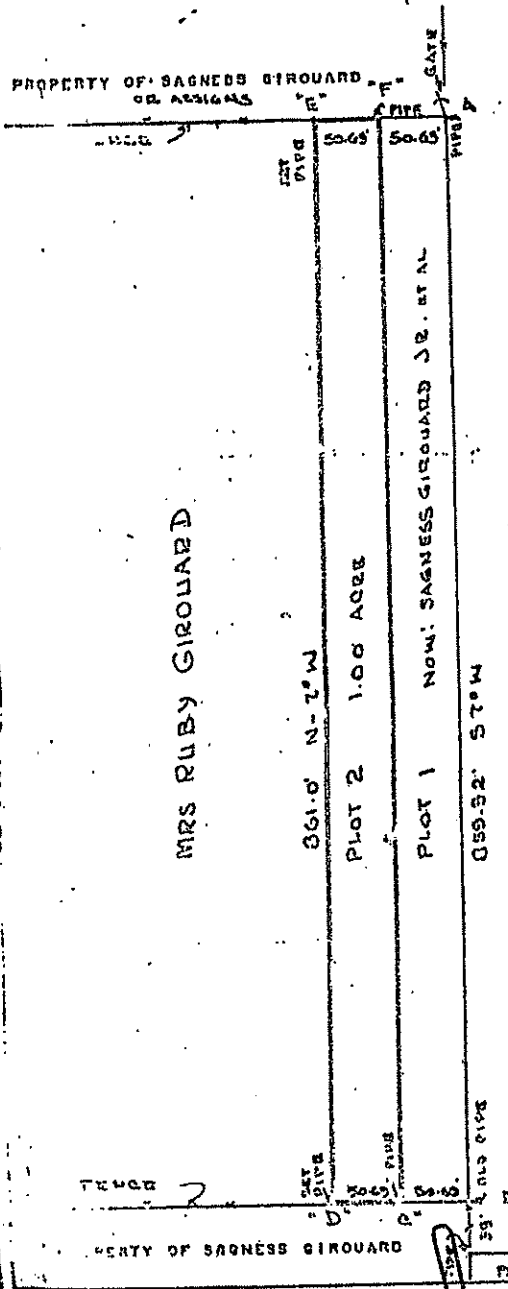
SAGNESS GIROUARD, JR.
ROBERT MILTON GIROUARD
TERRY CLAY GIROUARD
PLOT 2. "E F C D"

Map to 488512

FROM MRS. RUBY GIROUARD
LOCATED IN SECTION 44, T10S, R5E
LAFAYETTE PARISH, LOUISIANA

Fred L. Coland

LA. REG. 1115
DOLAND AND LAURENT
SURVEYOR AND ENGINEER
SCALE 1" = 100 FT.
DATE: FEBRUARY 3, 1966



MRS RUBY GIROUARD

361.0' N-7°W
PLOT 2 1.00 ACRE
PLOT 1
059.52' S7°W

PROPERTY OF SAGNESS GIROUARD JR. ET AL.

Exhibit

BILLEAUD PLANTERS INC.

*Map to
494702*

A MAP OF SURVEY SHOWING
PROPERTY OF
SAGNESS GIROUARD

LOCATED IN
SECTIONS 44 & 35 T10S R 5 E
LAFAYETTE PARISH, LOUISIANA

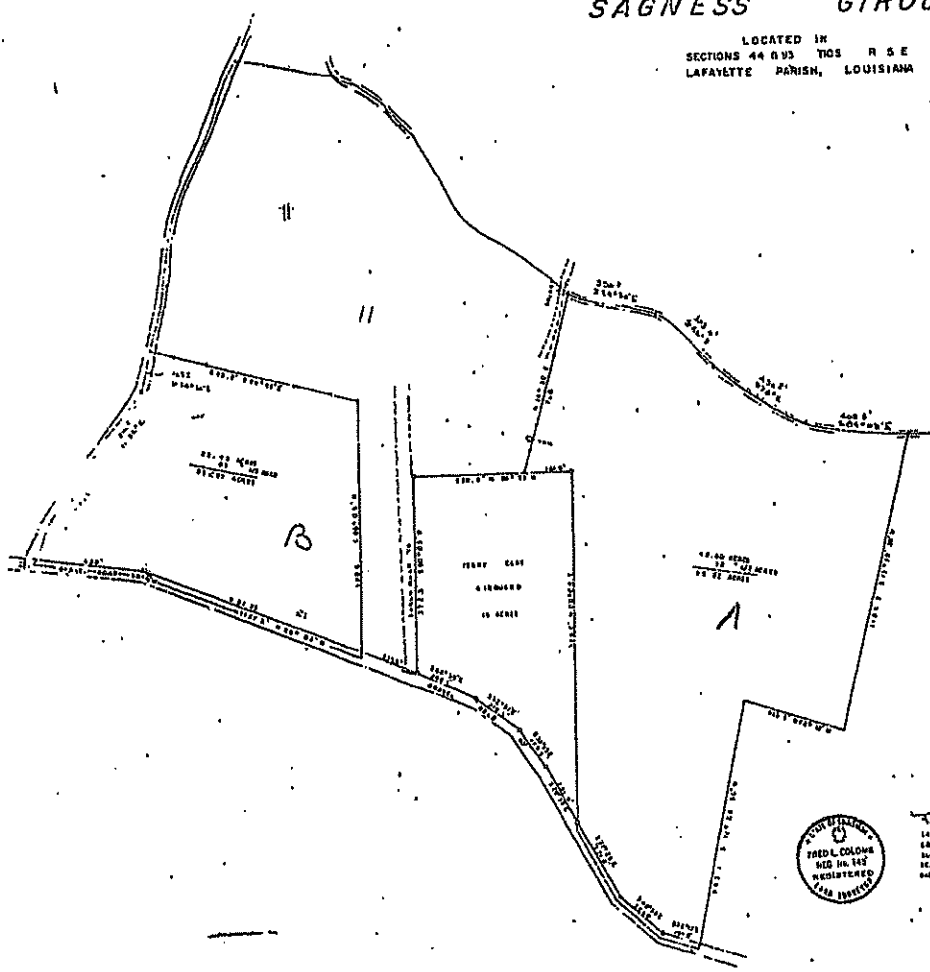


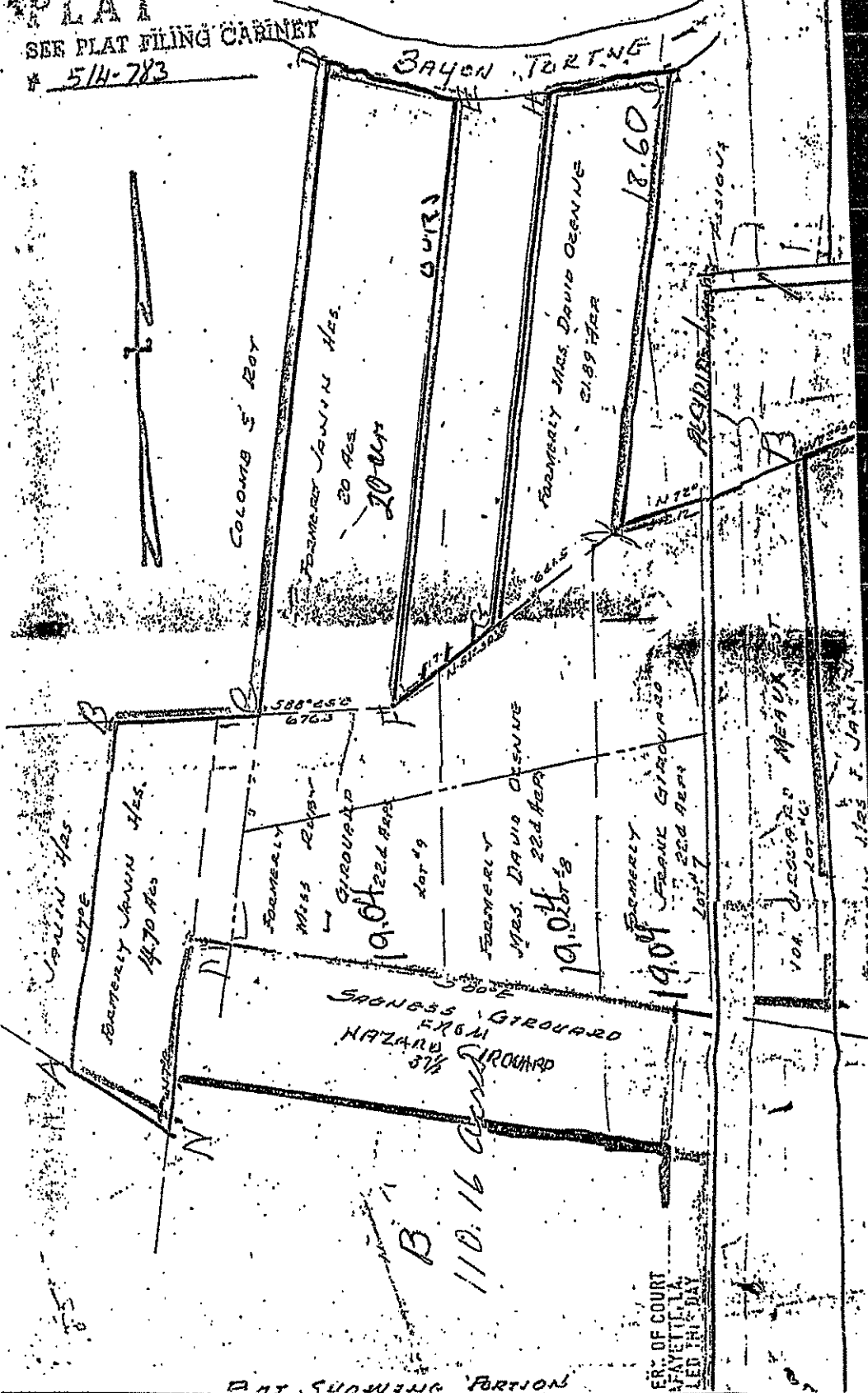
Exhibit "F"

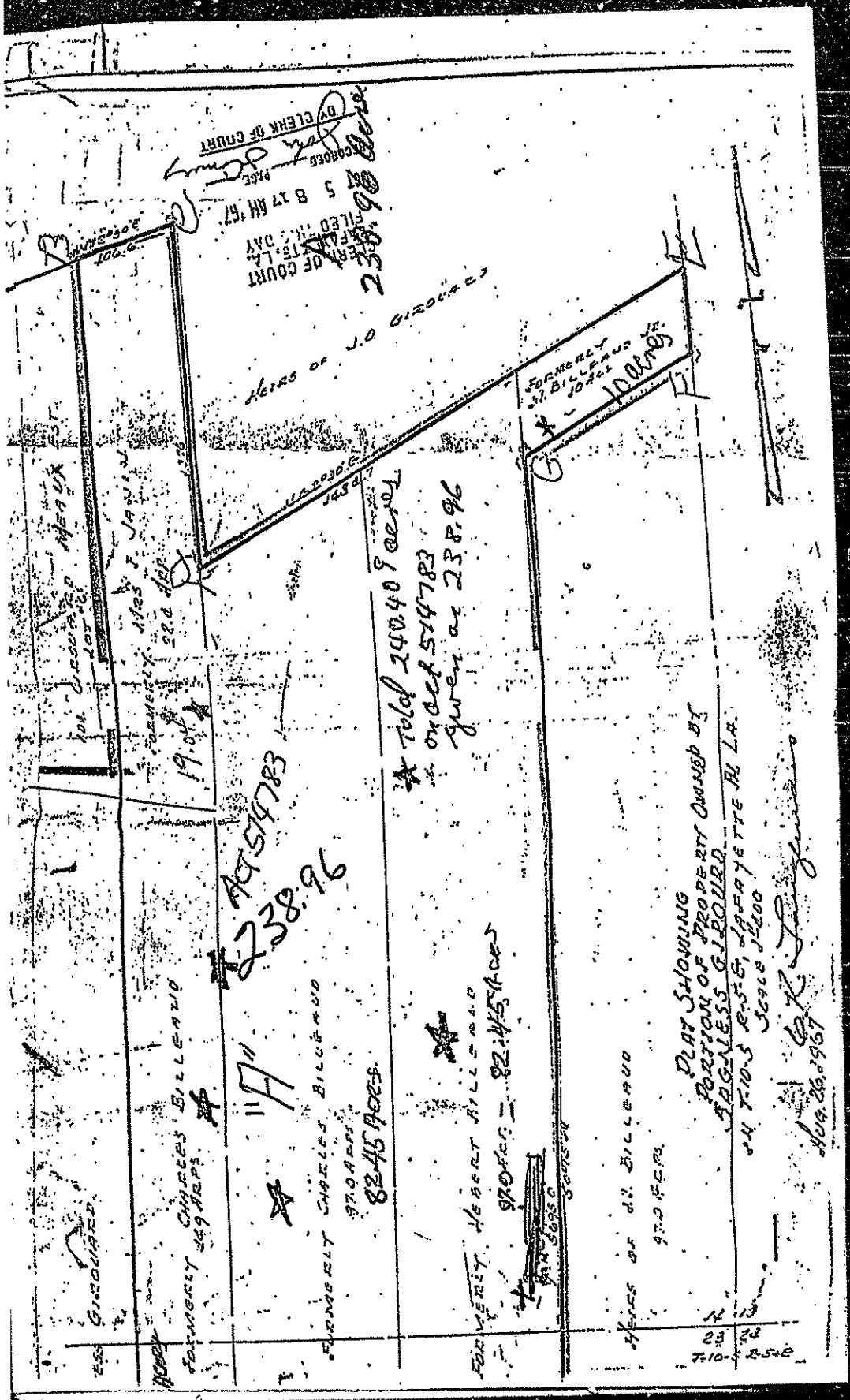
"NE VARIETUR"
To identify with an act of _____
_____ posted before me this
_____ day of _____ 19____

Notary Public

*Go with
act
494702*

PLAT
 SEE PLAT FILING CABINET
 * 514-783





DEPT. OF COURT
 FILED THIS DAY
 AT 5 8 17 AM '57
 PAGE 2
 COPIES
 BY CLERK OF COURT
 238.96

HERE OF W.D. BILLEARD
 FORMERLY
 W.D. BILLEARD JR.
 100000

1904
 220 AC.
 238.96
 17
 140.409 acres
 given as 238.96

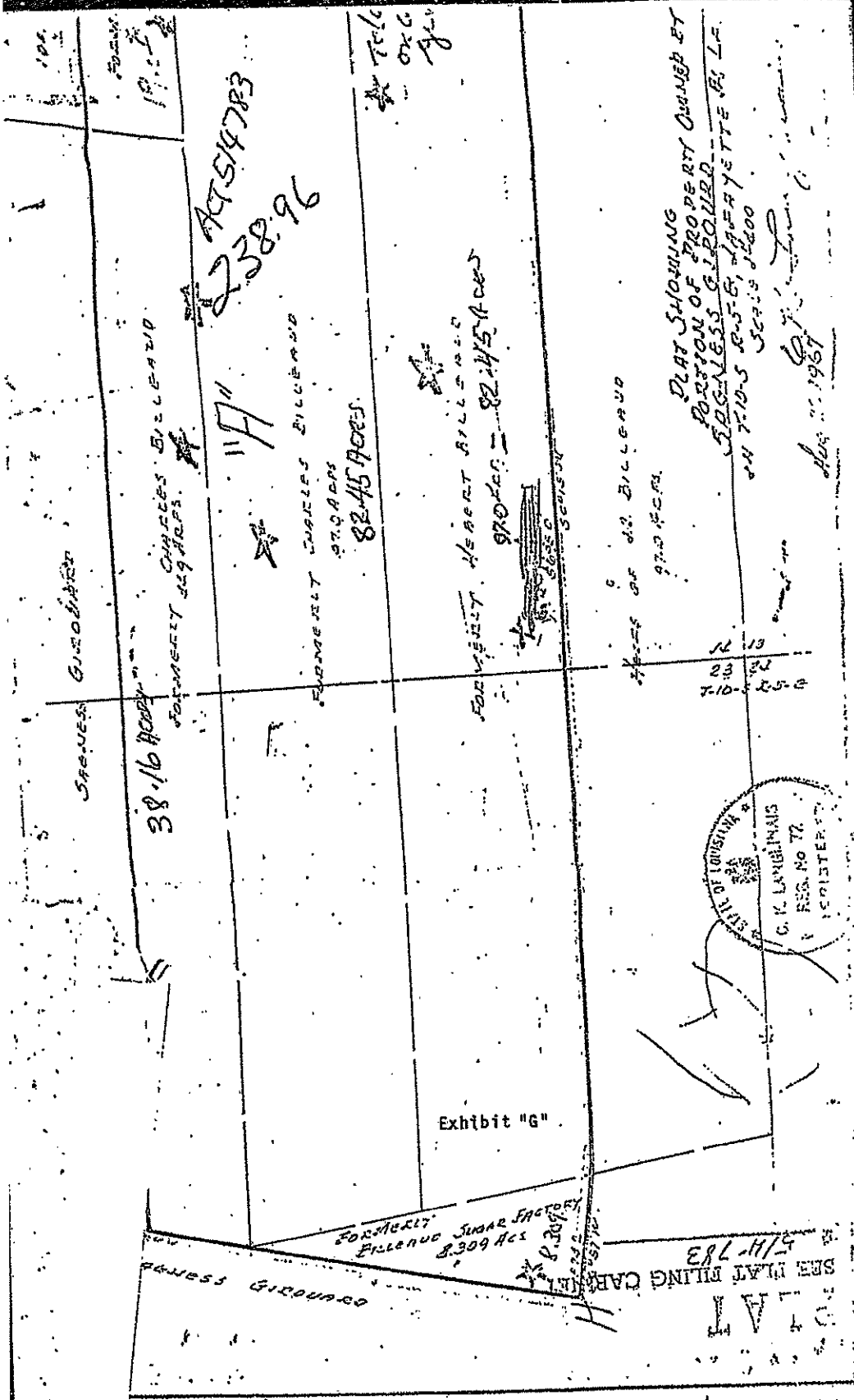
FORMERLY CHARLES BILLEARD
 82.45 ACRES
 97.0 ACRES

FORMERLY HERBERT AILLSWOLD
 82.45 ACRES
 97.0 ACRES

HERE OF W.D. BILLEARD
 97.0 ACRES

PLAN SHOWING
 PORTION OF PROPERTY OWNED BY
 FRANCES GLEBOUR
 IN TIONS 25-5-E, LAFFAYETTE IN LA.
 SCALE 1"=100'

W.D. BILLEARD
 AUG 28, 1957



100

FORM

1957

SIGNEE GIRARD

38.16 ACRES

FORMERLY CHARLES BILLEAU

AKS 4783
238.96

A

FORMERLY CHARLES BILLEAU
97.0 ACRES

82.45 ACRES

TEC
ORC
AK

FORMERLY HERBERT BILLEAU

97.0 ACRES

82.45 ACRES

FORMERLY CHARLES BILLEAU
97.0 ACRES

PLAT SHOWING
PORTION OF PROPERTY OWNED BY
SIGNEE GIRARD
IN 710-5 2556, 1957-1958
SCA'S 1-400

23	13
7.0	25.0

STATE OF LOUISIANA
G. K. LANGHEINS
REG. NO. 72
REGISTER

Aug 11 1957

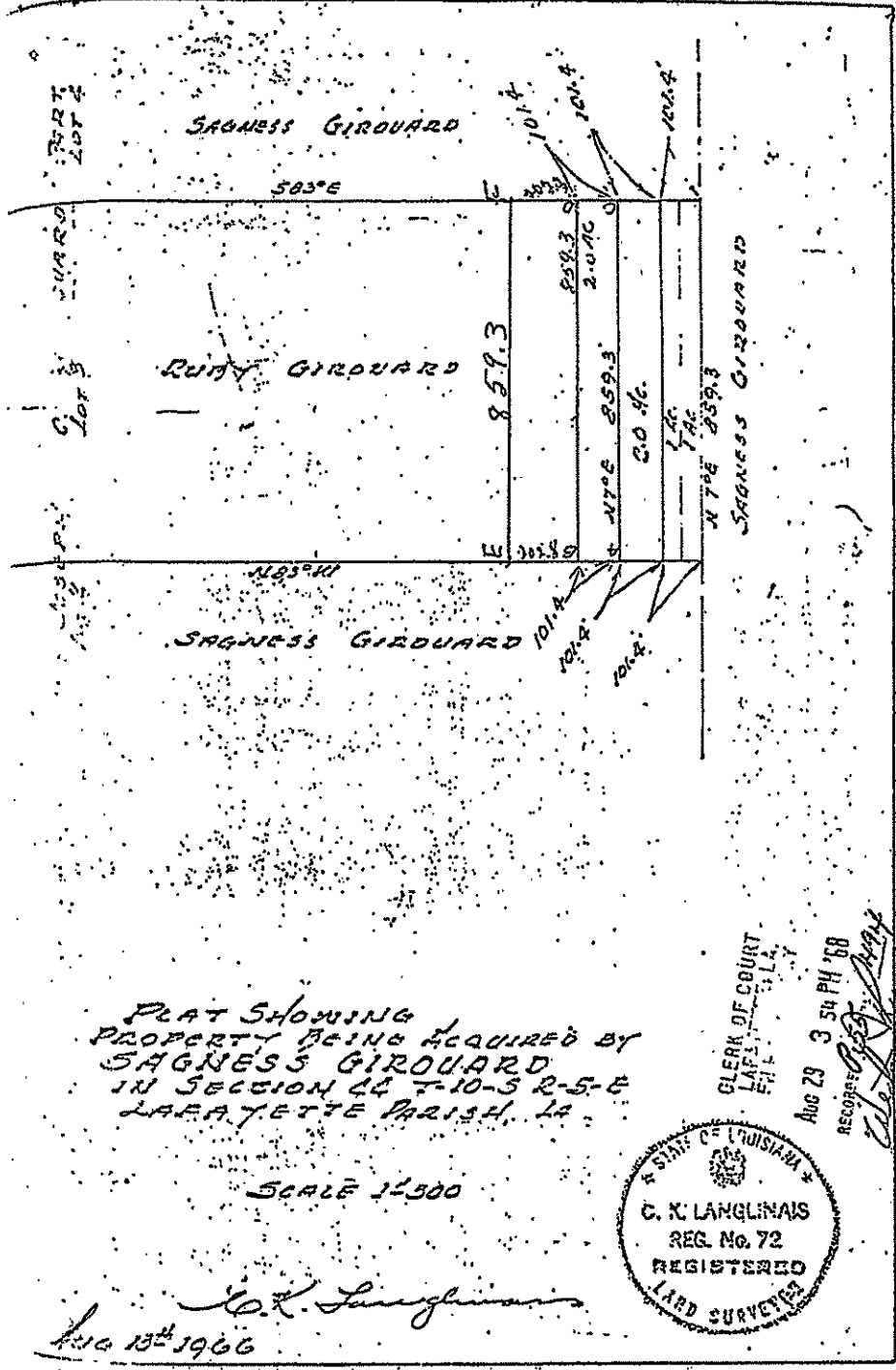
Exhibit "G"

FORMERLY SUGAR FACTORY
BILLEAU 8.309 ACRES

SIGNEE GIRARD

SEE WHAT FILING CASE NO. 5/11-783

PLAT



PLAT SHOWING
 PROPERTY BEING ACQUIRED BY
 SAGNESS GIROUARD
 IN SECTION 44 T-10-S R-5-E
 LAFALETTE PARISH, LA

SCALE 1"=300'

C. K. Langlinais
 Aug 13th 1966

CLERK OF COURT
 LAFALETTE PARISH, LA
 Aug 29 3 54 PM '66
 RECORDED
[Signature]

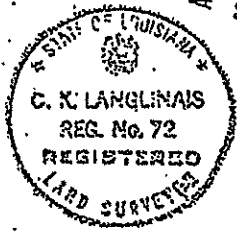


Exhibit #

529034

543618

A MAP OF SURVEY SHOWING OF PROPERTY

MRS. RUBY GIROUARD ET AL

LOCATED IN SECTION 44, 45, 96 T 10 S, R 5 E LAFAYETTE PARISH, LOUISIANA

FRANK GIROUARD OR ASSIGNS NOW: SAGNESS GIROUARD

CALL 25.87 ON 1707.4' E"

1701.8' S 82.58' 00" E

PLOT 10 LABCDEFGHA 6.48 AC

PLOT 1 2.0 AC S 82° 57' 30" E 450.86

PLOT 2 4.0 AC ROBERT D. DELAHOUSSEY 450.56

PLOT 3 8.0 AC T.W. DELAHOUSSEY 417.42'

PLOT 4 3.0 AC T.W. DELAHOUSSEY 208.71

208.71

417.42'

208.71

208.71

208.71

208.71

208.71

208.71

208.71

208.71

208.71

507. 1014. 1014. 1014. 1014.

40 AC

20 AC

20 AC

20 AC

10 AC

10 AC

10 AC

10 AC

10 AC

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10 AC

10 AC

10 AC

10 AC

10 AC

10 AC

10 AC

NO. 10

SAGNESS

GIROUARD

JR. ET AL

PLOT 6

PLOT 7

PLOT 8

PLOT 9

SAGNESS GIROUARD ET AL

SURVEYED BY: Fred L. Colons
FRED L. COLONS
L.A. REG. 1115
SCALE 1" = 200'
MAY 27, 1969



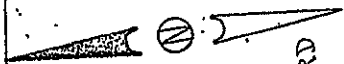
Exhibit # 17

CLERK OF COURT LAFAYETTE, LA. FILED MAY 27 1969

Aug 5 2 39 PM '69 H-58

REC'D CIVIL RIGHTS DIVISION

400 A. 73-255A



13204 GALL 871.2 PARIS II ROAD AC ASPHALT DOMINIC GIROUARD RD

6.5 A. 8.4

NOTARY PUBLIC
STATE OF LOUISIANA

FILE NO.

85-034883

Sandra Shaw Girouard

SALE AND RATIFICATION OF SALE

BE IT KNOWN, that on this the 21 day of AUGUST, 1985, before me, the undersigned authority, a Notary Public in and for the Parish of LAFAYETTE, State of Louisiana, duly commissioned and qualified as such, personally came and appeared:

SANDRA SHAW GIROUARD, legally separated from Terry Clay Girouard, pursuant to judgment of separation rendered on the 13th day of June, 1985, and recorded under Lafayette Parish entry number 85-19434, and a resident of the Parish of Lafayette, Louisiana,

who declared and said that by act of sale recorded April 15, 1985, under entry number 85-011989 of the records of Lafayette Parish, Louisiana, your Appearer did sell, transfer and deliver unto Zackie Pines Evans, Trustee of the Terry Clay Girouard Inter Vivos Trust Number 1, all of the property described on the attached Exhibit 1 which is attached hereto and incorporated by reference.

Appearer further declared that she does by this presents, and for the consideration as hereafter mentioned, ratify and re-confirm the abovescribed sale of immovables recorded under entry number 85-011989, and does further specifically and presently sell, transfer and deliver, with full guarantee of title and free from all encumbrances, and with full subrogation to all of her rights and actions of warranty against previous owners unto:

ZACKIE PINES EVANS, Trustee, pursuant to the provisions of the Terry Clay Girouard Inter Vivos Trust Number 1,

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, of all of the property described on the attached Exhibit A which is attached hereto and made a part hereof. In consideration of this agreement, your Appearer, Zackie Pines Evans, specifically ratifies and re-affirms the obligations undertaken and consideration expressed in the sale of immovables from Sandra Shaw Girouard to Zackie Pines Trustee, recorded under entry number 85-011989, which consideration

PLAT
SEE PLAT FILING CABINET

includes the assumption by the said Zackie Pines Evans, Trustee, of the payment of all taxes assessed against the property herein sold for the year 1985, and further includes an assumption of an agreement to indemnify and hold harmless the said Sandra Shaw Girouard from any and all claims as a result of the following described indebtednesses:

1. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard, payable to the order of Freeland, Inc., in the original principal sum of Thirty Nine Thousand Forty-Nine and No/100 (\$39,049.00) Dollars (Account No. 43854987900).
2. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard payable to the order of United Company Financial Corporation in the original principal amount of One Hundred Two Thousand Seven Hundred Twenty-Four and 27/100 (\$102,724.27) (Account No. 0020360021).
3. That certain unsecured indebtedness owned by Sandra Shaw Girouard, payable to Millie McKnight in the original principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars.
4. That certain unsecured indebtedness to Gerald C. deLaunay, Attorney at Law, owed by Sandra Shaw Girouard for legal services rendered by Gerald C. deLaunay. Said indebtedness is approximately Two Thousand and No/100 (\$2,000.00) Dollars. It being agreed that the Trust shall not be liable to Gerald C. deLaunay for an amount in excess of \$2,000.

The Trust hereby specifically agrees to indemnify and hold harmless the said Sandra Shaw Girouard from any and all claims as a result of these indebtednesses.

The parties dispense with the certificate required by Article 3364 of the Revised Civil Code of Louisiana and also with the production of tax receipts required by law.

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the 2nd day of August, 1985, in the presence of the undersigned competent witnesses, who signed with Appearer and me, officer, after due reading of the whole.

WITNESSES:

Sandi A. Ballard
Sharon Newton

Sandra Shaw Girouard
SANDRA SHAW GIROUARD

[Signature]
NOTARY PUBLIC

DONE AND PASSED at the County of Brazoria, Texas, on
this 23rd day of August, 1985, in the presence of
the undersigned competent witnesses, who signed with Appearer
and me, officer, after due reading of the whole.

WITNESSES:

Ryan Brooks
Ellen Daugherty

~~TERRY CLAY BIRCHARD INTER~~
~~ESTATE TRUST NO. 1~~

BY: [Signature]
ZACKIE PINES EVANS, Trustee

Linda J. Greer

NOTARY PUBLIC

LINDA J. GREER

My Commission expires 09/30/88

"NE VARIETUR"

EXHIBIT 1

For Identification with Act of
Sale & Partition of Land before Me
This Date of August 21, 1985
Notary Public

All of her right, title and interest in and to the following described property:

1. That certain tract of land in the Fifth Ward of the Parish of Lafayette containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: On the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of vendor, and on the West by a public road; said property was acquired by vendor under Act Number 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The right of way of the Department of Highways containing 1.43 acres runs diagonally through the said tract of land, as shown on the plat of survey attached to the sale of vendor to the Department of Highways in the Clerk's office of the Parish of Lafayette; the description given above by boundaries, includes the whole of the tract containing 33.84 acres.

My interest in the above tract of land having been conveyed by Sagness Girouard, married to Floy Dykes, and the said Floy Dykes Girouard, to me, by Act of Sale recorded in Entry #454792, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

2. That certain tract of land in the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: On the North by land formerly belonging to Beulah Girouard Ozenne, now owned by vendor, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al, and now belonging to vendor, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by vendor under Act No. 160461 of the Clerk's office of the Parish of Lafayette.

3. That certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to vendor, on the East by property formerly belonging to Mozart Girouard, now owned by vendor, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.

LESS: Parcel of ground at the northwest corner of said tract measuring 33 feet north and south and 172 feet east and west, sold by vendor to Lionel Girouard.

My interest in Tract 2 and Tract 3 above having been conveyed by Sagness Girouard, married to Floy Dykes, and the said Floy Dykes Girouard, to me, by act of sale recorded in entry number 454793, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

"NE VARIETUR"

For Identification with Act of
Sale & Partition of Land before Me
This Date of August 23, 1985
Notary Public
My Commission expires 01/31/88

"NE VARIETUR"

For Identification with Act of
Substitution of Sale Passed before Me
This Date of March 21 19 88
G. C. J. [Signature]
Notary Public

4. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing Seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C. K. Langlinais, C.E., December 9, 1964, which plat is attached hereto as Exhibit "A" and made a part hereof; said parcel of ground is bounded as follows:

On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of vendor herein, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by vendor herein by Acts Nos. 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

My interest in the above tract of land having been conveyed by Sagness Girouard, married to Floy Dykes, and the said Floy Dykes Girouard, to me, by act of sale recorded in Entry No. 468052, dated December 15, 1964, in the conveyance records of Lafayette Parish, Louisiana.

5. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of highland bounded on the North by a gravel road separating said property from other properties of vendors, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to purchasers herein; said tract of land is described as Parcel B on the plat of survey prepared by C. K. Langlinais, registered surveyor, dated December 9, 1964, a copy of which is attached hereto as Exhibit "B" and made a part hereof; said property was acquired in part by vendors from Billeaud Planters, Inc. and in part from Hebrard Girouard.

6. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, in Sections 44 and 93, Township 10 South, Range 5 East, containing 14 acres, said property is bounded on the North, East and West by property of vendors, and on the South by a gravel road separating said property from the 58 acre tract described above; said property is designated as a 14 acre tract on plat of survey prepared by Colomb & Laurent, registered surveyors, dated September 23, 1965, a copy of which is attached hereto as Exhibit "C", and made a part hereof, said property was acquired by vendors in part from Billeaud Planters, Inc. and in part from Mozart Girouard.

A part of my interest in the above tract of land having been conveyed by Sagness Girouard, married to Floy Dykes, and the said Floy Dykes Girouard, by act of sale recorded in entry no. 484101, dated October 30, 1965, in the conveyance records of Lafayette Parish, Louisiana.

A part of my interest in the above tract of land having been conveyed by Sagness Girouard, Jr., married to Margaret Spitzer, and the said Margaret Spitzer Girouard, and Robert Milton Girouard, married to Joyce Legette, and the said Joyce Legette Girouard, to me, by act of sale recorded in entry n. 484102, dated October 12, 1965, in the conveyance records of Lafayette Parish, Louisiana.

"NE VARIETUR"
For Identification with Act of
Substitution of Sale Passed before Me
Date of March 23 19 88
[Signature]
Notary Public
My Commission Expires 09/30/88

"NE VARIETUR" -

For Identification with Act of
Sale + Ratification of Sale Passed before Me
This Date of August 21 1985
[Signature]
Notary Public

7. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana containing 1 acre having such dimensions and boundaries as shown by plat of survey of C. K. Langlinais, Registered Surveyor, dated July 5, 1965, a copy of which is attached hereto as Exhibit "D" and made a part hereof, and being shown between the letters A, B, C and D on the said plat of survey.

My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased, to me, by cash sale recorded in Entry No. 477633, dated July 5, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

8. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 1 acre of land, having such dimensions and boundaries as shown on plat of survey of Fred L. Colomb, dated February 3, 1966, said plat is attached hereto as Exhibit "E" and made a part hereof, and being shown as Plot #2 on said plat and being shown between the letters C, D, E and F.

My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased, to me, by cash sale recorded in Entry No. 488512 dated February 16, 1966, in the conveyance records of Lafayette Parish, Louisiana.

9. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of vendors, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Duhon, on the South by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in property of vendors herein; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which plat is attached hereto as Exhibit "F".

10. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 28.08 acres bounded on the North and East by other properties of vendors, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which is attached hereto as Exhibit "F".

My interest in Tracts 9 and 10 above having been conveyed by Sagness Girouard, married to Floy Dykes and the said Floy Dykes Girouard, to me, by act of sale recorded in entry no. 494702, dated June 20, 1966, in the conveyance records of Lafayette Parish, Louisiana.

"NE VARIETUR"
For Identification with Act of
Sale + Ratification of Sale Passed before Me
This Date of August 30 1988
[Signature]
Notary Public
By Commission Expires 09/30/88

"NE VARIETUR"

For Identification with Act of
Sale & Redemption of Sale Passed before Me
This Date of August 11 1985
[Signature]
Notary Public

11. That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 2 acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3, 1966, and attached to and made a part of Act No. 488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

My interest in the above described tract of land having been conveyed by Marcy Davenport, also known as Marc Davenport, married to Nancy Key, to me, by cash sale recorded in entry no. 497481, dated August 10, 1966 in the Conveyance Records of Lafayette Parish, Louisiana.

12. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 2 acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C. K. Langlinais dated August 13, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of vendor and easterly by property of vendees.

My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased to me, by cash sale recorded in entry no. 513366, dated August 31, 1967, in the conveyance records of Lafayette Parish, Louisiana.

13. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C. K. Langlinais, dated August 26, 1967, marked "A" for identification and attached hereto as Exhibit "G" and made a part hereof and said tract of land being irregular in shape and being bounded northerly by property of heirs of J. O. Girouard, southerly by Sagness Girouard, easterly by heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

14. That certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C. K. Langlinais, dated August 26, 1967, marked "B" for identification and attached hereto as Exhibit "G" and made a part hereof said tract of land being irregular in shape and being bounded northerly by Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin heirs and Colomb & Roy.

My interest in Tract 13 and Tract 14 above having been conveyed by Sagness Girouard, married to Floy Dykes, and the said Floy Dykes Girouard, to me, by act of sale recorded in Entry No. 514783, dated September 29, 1967, in the conveyance records of Lafayette Parish, Louisiana.

"NE VARIETUR"
For Identification with Act of
Sale & Redemption of Sale Passed before Me
This Date of August 30 1985
[Signature]
Notary Public
By Commission Expires 10/30/88

"NE VARIETUR"

For Identification with Act of
Sale & Satisfaction of Sale Passed before Me
This Date of August 21 19 85
Gail C. D. Perry
Notary Public

15. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 4 acres, having such dimensions and boundaries as shown on copy of plat of survey of C. K. Langlinais, dated August 13, 1966, attached hereto as Exhibit "H" and being shown between the letters B, D, E, and F thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of vendor and easterly by property of vendees.

My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased, to me, by credit sale recorded in entry no. 529034 dated August 29, 1968, in the conveyance records of Lafayette Parish, Louisiana.

16. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969 attached hereto as Exhibit "I", and being shown between the letters B, D, E and F thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of vendor and Easterly by property of vendees.

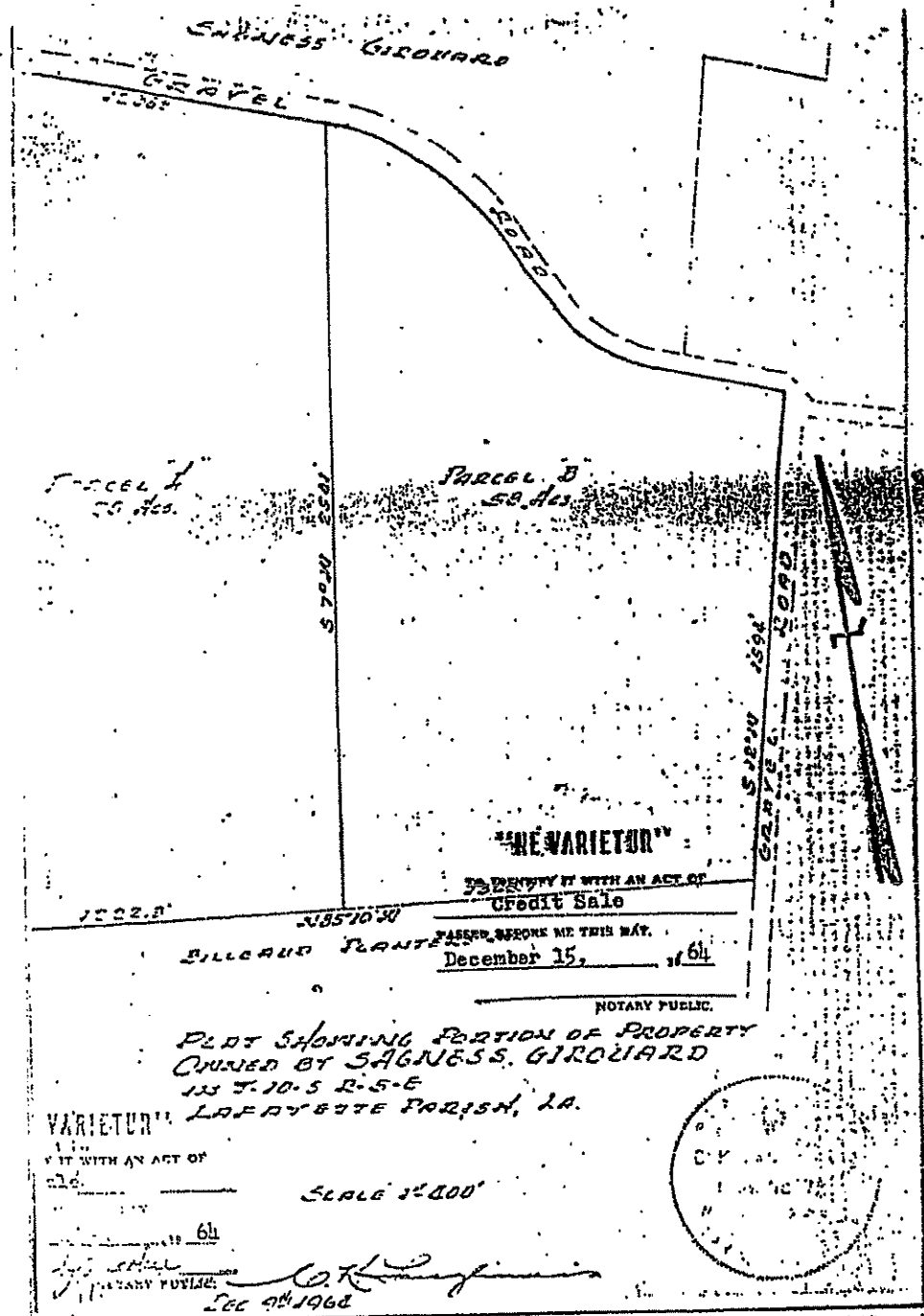
My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased, to me, by credit sale recorded in entry No. 529034 dated August 29, 1968, in the conveyance records of Lafayette Parish, Louisiana.

16. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey by Fred O. Colomb dated May 27, 1969, attached hereto as Exhibit "I", and being shown between the letters A, B, C, D, E, F, G and H thereof, and being bounded Northerly by Sagness Girouard in part and in part by Plot No. 1 on said plat of survey, Southerly by Sagness Girouard, in part by T. W. Delahoussaye, their heirs or assigns, Westerly by Parish Road in part and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by purchasers.

My interest in the above tract of land having been conveyed by Ruby Girouard, previously married to Dewitt Davenport, deceased, to me, by credit sale recorded in entry no. 543618, dated June 11, 1969, in the conveyance records of Lafayette Parish, Louisiana.

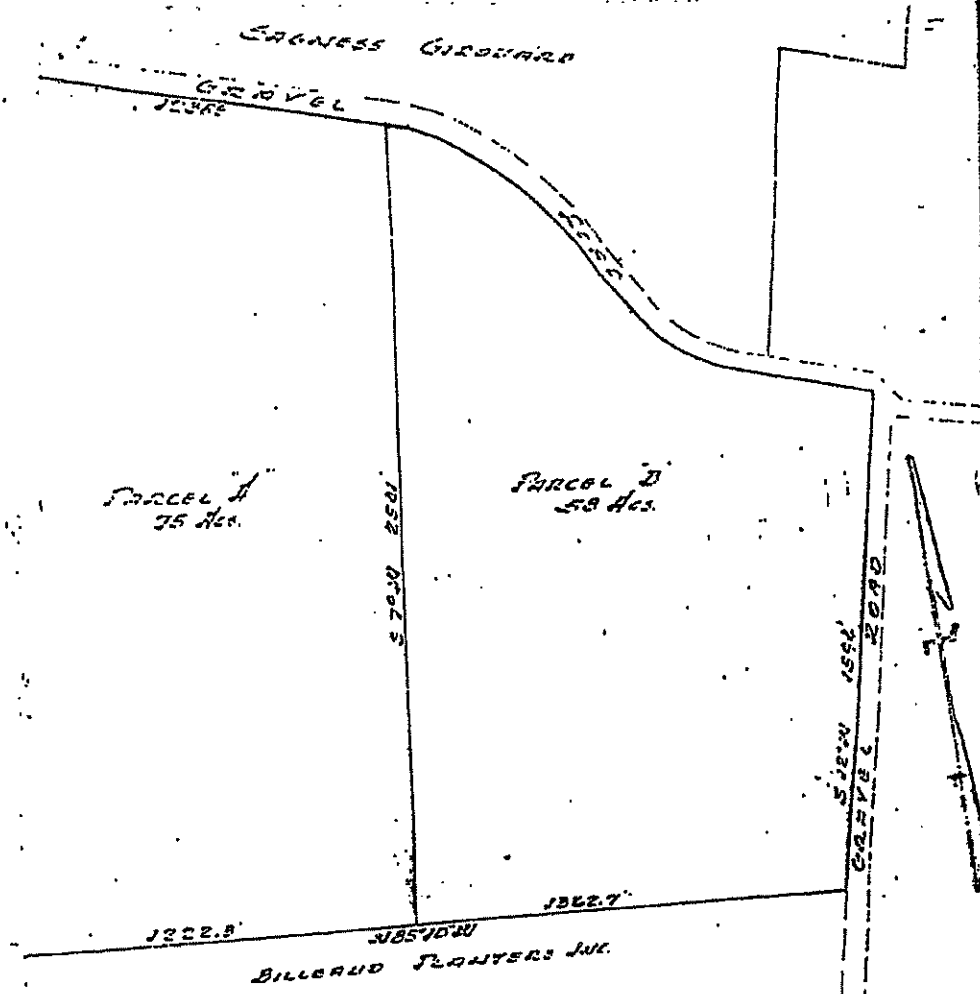
"NE VARIETUR"

For Identification with Act of
Sale & Satisfaction of Sale Passed before Me
This Date of August 23 19 85
Linda J. Greer
Notary Public
LINDA J. GREER
My Commission expires 09/30/88



THE VARIETOR
 TO IDENTIFY IT WITH AN ACT OF
 Credit Sale
 PASSED BEFORE ME THIS DAY
 December 15, 1964
 NOTARY PUBLIC
 PLAT SHOWING PORTION OF PROPERTY
 OWNED BY SAGNESS GIROUARD
 133 T. 10-S R-5-E
 LA FAYETTE PARISH, LA.
 VARIETOR
 BY ACT WITH AN ACT OF
 1964
 SCALE 1" = 100'
 64
 C. K. [Signature]
 NOTARY PUBLIC
 Dec 15, 1964

Exhibit "A"
 468052



Map prepared for identification
 of all of the parcel herein to
 the City of New Orleans showing portion of property
 acquired by SAGNESS GIROUARD
 125 T-10-5 R-5-E
 LAURETTE PARISH, LA.

Donald Field

SCALE 1"=400'

C. K. J. ...
 Dec 4th 1963.



484101

Exhibit "B"

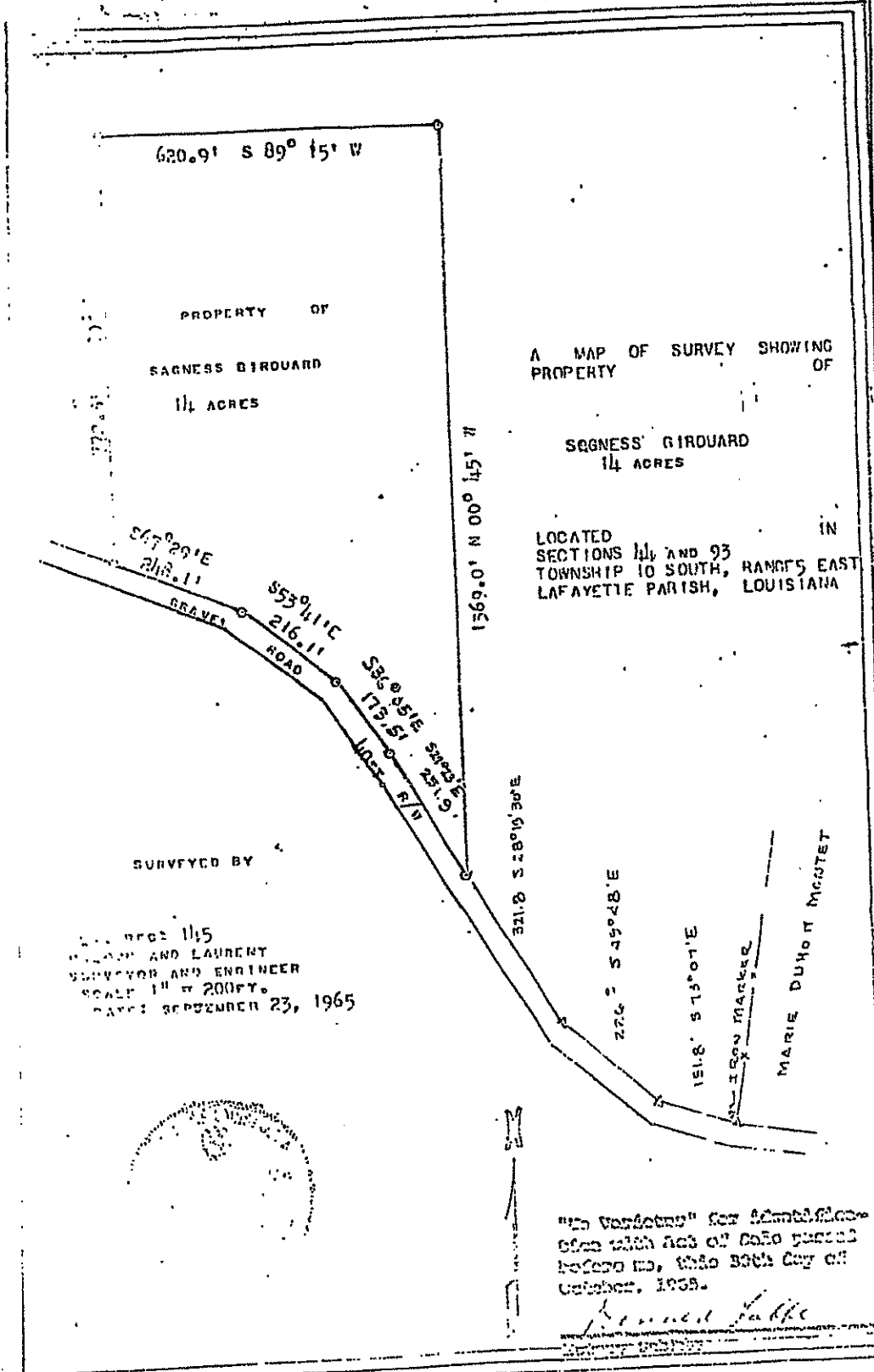
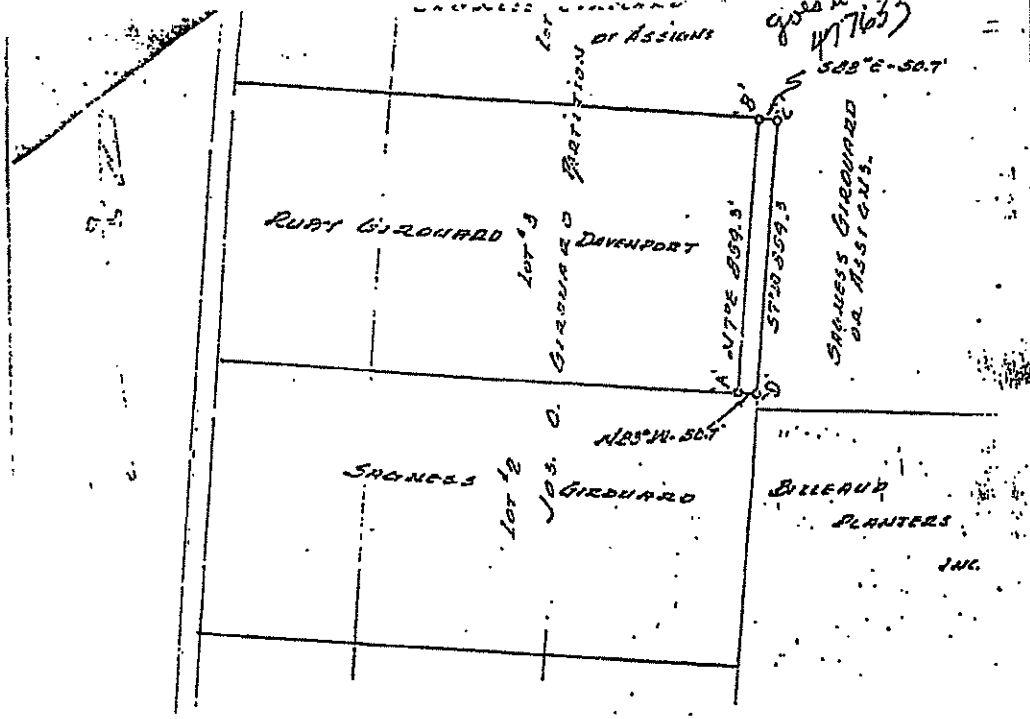


Exhibit "C"

484101



PLAT SHOWING PROPERTY
 BEING ACQUIRED BY
 LEONIESS GIROUARD
 IN SEC 9A T-10-S R-5-E
 LAFOUETTE PARISH, LA

SCALE 1"=200'

C. K. Langlais
 JULY 5th 1965

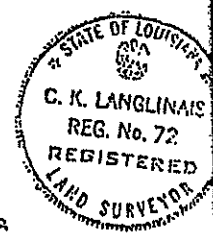


Exhibit "D"

PROPERTY TO BE ACQUIRED BY

SAGNESS GIROUARD, JR.
ROBERT MILTON GIROUARD
TERRY CLAY GIROUARD
PLOT 2, "E F C D"

M/D/12 to 11-28-51/2

FROM MRS. RUBY GIROUARD
LOCATED IN SECTION 14, T10S, R5E
LAFAYETTE PARISH, LOUISIANA

SURVEYED BY

Fred L. Coland

LA. REG: 145
COLAND AND LAURENT
SURVEYOR AND ENGINEER
SCALE 1" = 100 FT.
DATE: FEBRUARY 3, 1966

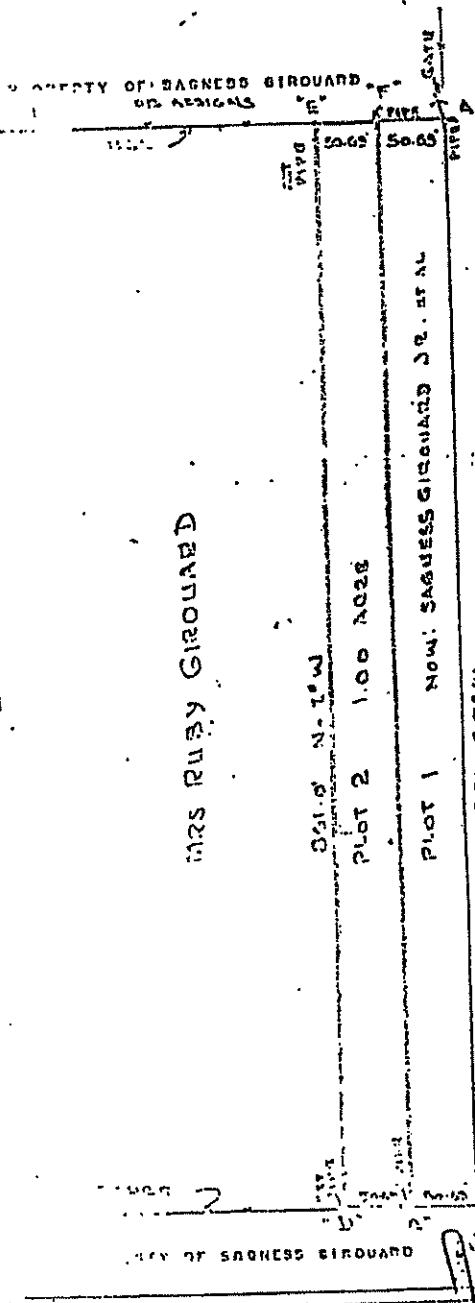


Exhibit "E"

*Map to
494702*

A MAP OF SURVEY SHOWING
PROXIMITY
OF
SAGNESS GIROUARD

LOCATED IN
SECTIONS 44 R 93 T 95 R 5 E
LAFAYETTE PARISH, LOUISIANA

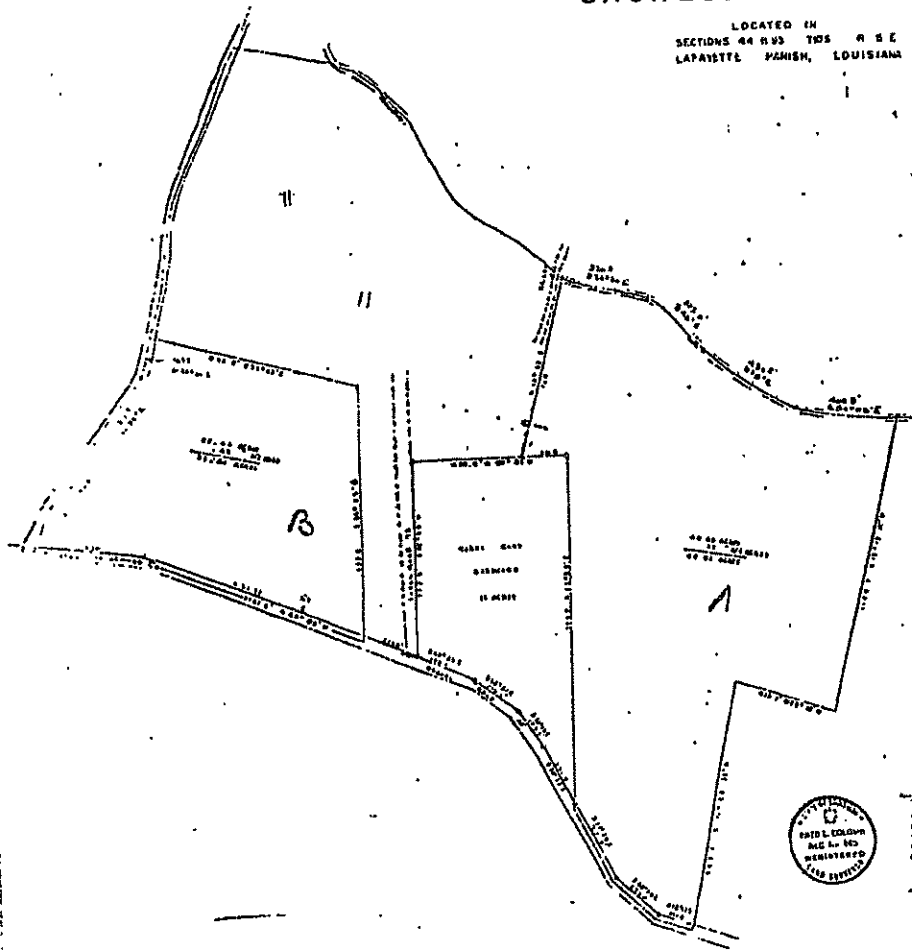
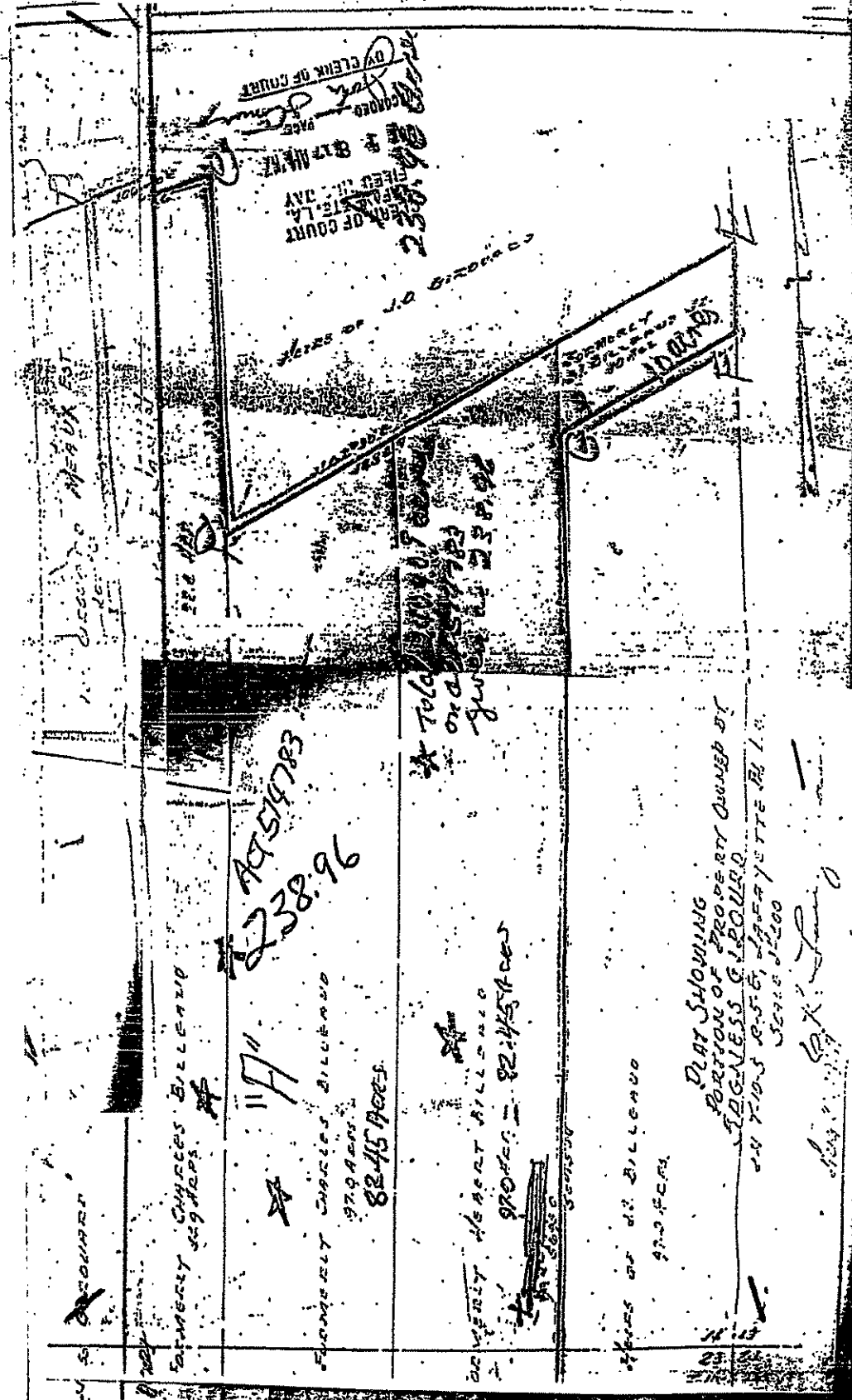


Exhibit "F"

"NE VARIETUR"
I identify with an act of
..... passed before me this
..... day of 19 ..
.....
Notary Public

*Good with
all
494702*



CLERK OF COURT
 PAGE 817
 FEB 11 1887
 CLERK OF COURT
 LA
 238.96

CLERK OF COURT
 LA
 238.96

117"
 238.96
 82.45 ACRES

TOLD
 ON

EMERLY AGENT BILLEAU
 82.45 ACRES

EMERLY CHARLES BILLEAU
 82.45 ACRES

PLAT SHOWING
 PORTION OF PROPERTY OWNED BY
 ADOLPHUS G. BOLLARD
 IN 1855-56, WIFE YVETTE B. L.

1855-56
 1855-56

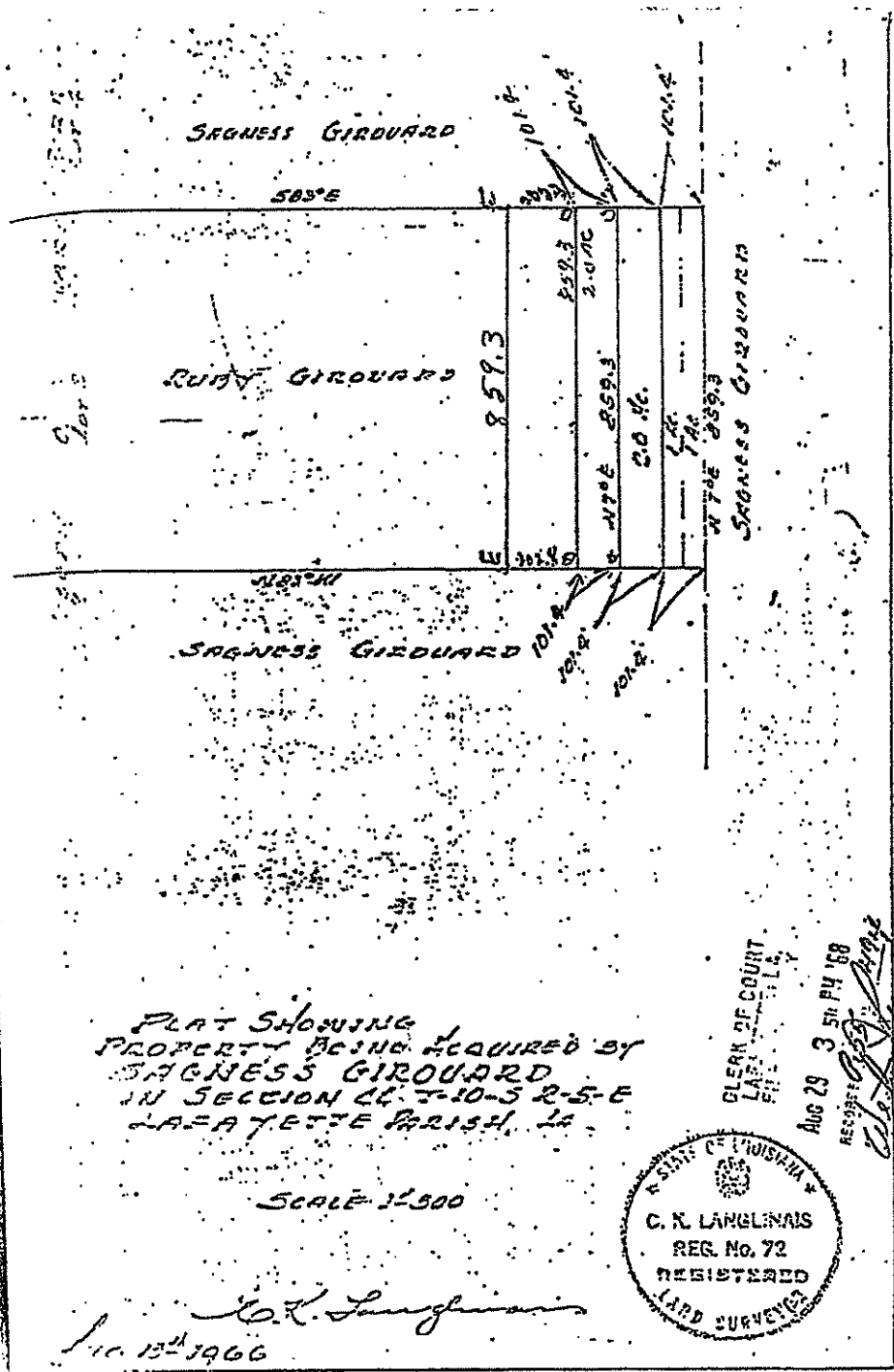


Exhibit "H"

529034

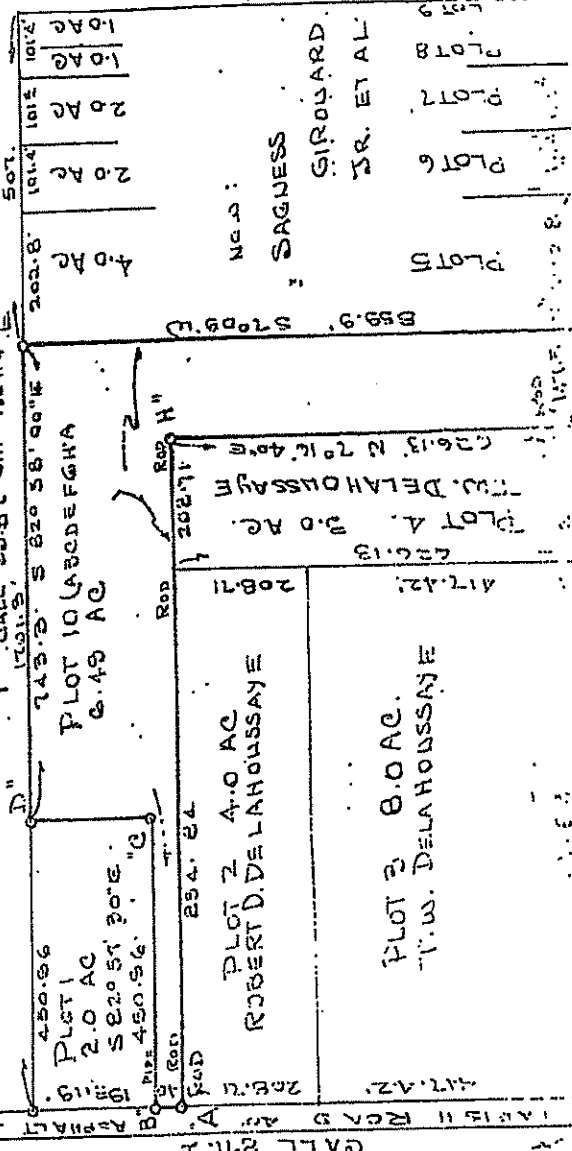
543618

A MAP OF SURVEY SHOWING OF PROPERTY

MRS. RUBY GIROUARD ET AL

LOCATED SECTION 44, 45, 96 T 10 S, R 5 E LAFAYETTE PARISH, LOUISIANA

FRANK GIROUARD OR ASSIGNS NEW: SAGNESS GIROUARD



SAGNESS GIROUARD ET ALS



SURVEYED BY: FRED L. COLEMAN, L.A.S., 11/15/17, R. 1112, S. 1112, T. 10 S., R. 5 E., LA. 211

CLERK OF COURT LAFAYETTE, LA.

EXHIBIT #1, 11-58, 1917, 30th Dec 1917

CLERK OF COURT
PARISH OF LAFAYETTE
LOUISIANA

FILE NO.

~~85-811809~~

Carolyn J. Fugler

SALE OF IMMOVABLES

BE IT KNOWN that on this _____ day of _____, 1985, before the undersigned authority, Notary Public in and for said Parish and State, duly commissioned and qualified as such personally came and appeared

SANDRA SHAW GIROUARD, married to Terry Clay Girouard, and the said TERRY CLAY GIROUARD, residents of the Parish of Lafayette, Louisiana,

who declare that, for the consideration hereinafter mentioned, she does hereby these presents sell, transfer and deliver full guarantee of title and free from all incumbrances, and with subrogation to all of her rights and actions of warranty against previous owners unto

ZACKIE PINES EVANS, Trustee, pursuant to the provisions of the Terry Clay Girouard Inter Vivos Trust Number One, appearing herein through ZACKIE PINES EVANS, Trustee,

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described properties, to-wit:

1. That certain tract of land in the Fifth Ward of the Parish of Lafayette containing approximately 32.54 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of vendor, and on the West by a public road; said property was acquired by vendor under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The right of way of the Department of Highways containing 1.43 acres runs diagonally through the said tract of land, as shown on the plat of survey attached to the sale of vendor to the Department of Highways in the Clerk's office of the Parish of Lafayette; the description given above by boundaries includes the whole of the tract containing 33.84 acres.

Exhibit "A"

My interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #454792, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

2. That certain tract of land in the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by vendor, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al. and now belonging to vendor, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by vendor under Act No. 160461 of the Clerk's office of the Parish of Lafayette.

3. That certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana containing approximately 17.5 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to vendor, on the East by property formerly belonging to Mozart Girouard, now owned by vendor, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.

LESS: Parcel of ground at the northwest corner of said tract measuring 33 feet north and south and 172 feet east and west, sold by vendor to Lionel Girouard.

My interest in Tract 2 and Tract 3 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #454793, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

4. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing Seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C. K. Langlanais, C. E., December 9th., 1964 which plat is attached hereto as Exhibit "A" and made a part hereof; said parcel of ground is bounded as follows:

On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of vendor herein, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by vendor herein by Acts Nos. 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

My interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and

the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #468052, dated December 15, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

5. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing ~~58~~ ⁵⁰ acres of highland bounded on the North by a gravel road separating said property from other properties of vendors, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to purchasers herein; said tract of land is described as Parcel B on the plat of survey prepared by C. K. Langlinais, registered surveyor, dated December 9, 1964, a copy of which is attached hereto as Exhibit "B" and made a part hereof; said property was acquired in part by vendors from Billeaud Planters, Inc. and in part from Hebrard Girouard.

6. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, in Sections 44 and 93, Township 10 South, Range 5 East, containing ~~14~~ ¹⁴ acres of said property is bounded on the North, East and West by property of vendors, and on the South by a gravel road separating said property from the 58 acre tract described above; said property is designated as a 14 acre tract on plat of survey prepared by Colomb & Laurent, registered surveyors, dated September 23, 1965, a copy of which is attached hereto as Exhibit "C" and made a part hereof; said property was acquired by vendors in part from Billeaud Planters, Inc. and in part from Mozart Girouard.

A part of my interest in the above tract of land having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, by Act of Sale recorded in Entry #484101, dated October 30, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

A part of my interest in the above tract of land having been conveyed by SAGNESS GIROUARD, JR., married to Margaret Spitzer, and the said MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD, married to Joyce Legette, and the said JOYCE LEGETT GIROUARD, to me, by Act of Sale recorded in Entry #484102, dated October 12, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

7. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~one~~ ^{one} acre having such dimensions and boundaries as shown by plat of survey of C. K. Langlinais, Registered Surveyor, dated July 5, 1965, a copy of which is attached hereto as Exhibit "D" and made a part hereof, and being shown between the letters A, B, C and D on the said plat of survey.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #477633, dated July 5, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

8. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~one~~ ^{one} acre of land, having such dimensions and boundaries as shown on Plat of Survey of Fred L. Colomb, dated February 3rd, 1966, said plat is

attached hereto as Exhibit "E" and made a part hereof, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #488512, dated February 16, 1966 in the Conveyance Records of Lafayette Parish, Louisiana.

9. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing ~~2.32~~ acres bounded on the North by other properties of vendors, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of vendors herein; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which plat is attached hereto as Exhibit "F".

10. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing ~~2.32~~ acres bounded on the North and East by other properties of vendors, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966, a copy of which is attached hereto as Exhibit "F".

My interest in Tract 9 and Tract 10 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes, and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #494702, dated June 20, 1966, in the Conveyance Records of Lafayette Parish, Louisiana.

11. That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~two (2) acres~~ of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3rd, 1966 and attached to and made a part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

My interest in the above tract of land having been conveyed by MARCY DAVENPORT, also known as MARC DAVENPORT, married to Nancy Key, to me, by Cash Sale recorded in Entry #497481, dated August 10, 1966 in the Conveyance Records of Lafayette Parish, Louisiana.

12. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~two (2) acres~~ of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C. K. Langlinois dated August 13th,

1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of vendor and easterly by property of vendees.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Cash Sale recorded in Entry #513366, dated August 31, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

13. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~230.96~~ acres, more or less, delineated between the letters "A,B,C,D,E,F,G,H" on plat of C. K. Langlinois, dated August 26, 1967, marked "A" for identification and attached hereto as Exhibit "G" and made a part hereof and said tract of land being irregular in shape and being bounded northerly by property of heirs of J. O. Girouard, southerly by Sagness Girouard, easterly by heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

14. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~110.16~~ acres, more or less, delineated between the letters "A,B,C,D,E,F,G,H,I,J,K,L,M,N" on plat of C. K. Langlinois, dated August 26, 1967, marked "B" for identification and attached hereto as Exhibit "G" and made a part hereof and said tract of land being irregular in shape and being bounded northerly by Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin heirs and Colomb & Roy.

My interest in Tract 13 and Tract 14 above having been conveyed by SAGNESS GIROUARD, married to Floy Dykes; and the said FLOY DYKES GIROUARD, to me, by Act of Sale recorded in Entry #514783, dated September 29, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

15. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~four (4)~~ acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C. K. Langlinois dated August 13, 1966, attached hereto as Exhibit "H" and being shown between the letters "B", "D", "E" and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of vendor and Easterly by property of vendees.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Credit Sale recorded in Entry #529034, dated August 29, 1968, in the Conveyance Records of Lafayette Parish, Louisiana.

16. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing ~~6.19~~ acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, attached hereto as Exhibit "I", and being shown between the

Letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by Plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye, their heirs or assigns, Westerly by Parish Road in part and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by purchasers.

My interest in the above tract of land having been conveyed by RUBY GIROUARD, previously married to Dewitt Davenport, deceased, to me, by Credit Sale recorded in Entry #543618, dated June 11, 1969, in the Conveyance Records of Lafayette Parish, Louisiana.

The purchaser assumes the payment of all taxes assessed against the property herein sold for the year 1985.

This sale is made and accepted for and in consideration of the assumption by the Trust effected by the acceptance of this conveyance of the following indebtednesses:

1. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard, payable to the order of Freeland, Inc., in the original principal sum of Thirty-nine Thousand Forty-nine and No/100 Dollars (\$39,049.00) (Account No. 43854987900).
2. That certain promissory note executed by Terry Clay Girouard and Sandra Shaw Girouard, payable to the order of United Company Financial Corporation in the original principal amount of One Hundred Two Thousand Seven Hundred Twenty-four and 27/100 Dollars (\$102,724.27) (Account No. 0020360021).
3. That certain unsecured indebtedness owed by Sandra Shaw Girouard, payable to Millie McKnight in the original principal sum of Ten Thousand and No/100 Dollars (\$10,000.00).
4. That certain unsecured indebtedness to Gerald de Launay, Attorney-at-Law, owed by Sandra Shaw Girouard for legal services rendered by Gerald de Launay. Said indebtedness is approximately Two Thousand and No/100 Dollars (\$2,000.00). It being agreed that the Trust shall not be liable to Gerald de Launay for an amount in excess of \$2,000.00.

The Trust hereby specifically agrees to indemnify and hold harmless the said SANDRA SHAW GIROUARD from any and all claims as a result of these indebtednesses.

Purchaser dispenses with the certificate required by Article 3364 of the Revised Civil Code of Louisiana and also with the production of tax receipts required by law.

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the 13th day of April, 1985, by SANDRA SHAW GIROUARD, in the presence of Lustine Blanchard and Robert L. Dufford competent witnesses, who signed with appearer and me, officer, after due reading of the whole.

WITNESSES:

Lustine Blanchard
Robert L. Dufford

Sandra Shaw Girouard
SANDRA SHAW GIROUARD

Barbara Lopez Naomi
NOTARY PUBLIC IN AND FOR
THE STATE OF LOUISIANA

DONE AND PASSED at the County of Brazoria, Texas, on the 13th day of April, 1985, by ZACKIE PINES EVANS, Trustee, in the presence of Duggy Stovall and J.M. Stovall competent witnesses, who signed with appearer and me, officer, after due reading of the whole.

WITNESSES:

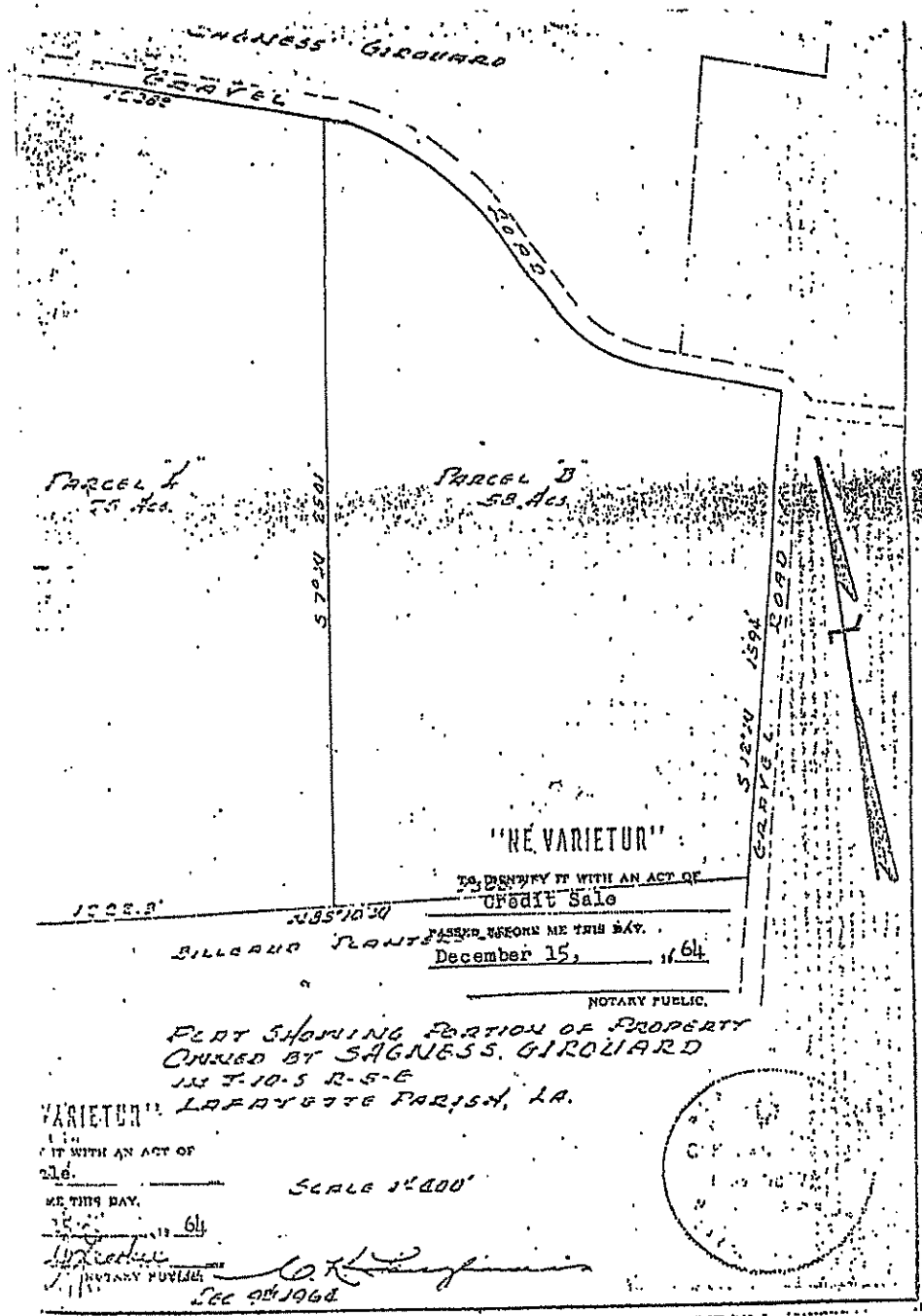
Duggy Stovall
J.M. Stovall

TERRY CLAY GIROUARD
INTER-VIVOS TRUST NO. 1
by:

Zackie Pines
ZACKIE PINES EVANS, Trustee

Linda J. Green
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

LINDA J. GREEN
My Commission expires 09/30/88



"NE VARIETUR"

TO DEMONSTRATE WITH AN ACT OF
 Credit Sale
 PASSED BEFORE ME THIS DAY,
 December 15, 1964

NOTARY PUBLIC

PLAT SHOWING PORTION OF PROPERTY
 OWNED BY SAGNESS GIROUARD
 IN T-10-S R-5-E
 LAFFAYETTE PARISH, LA.

"NE VARIETUR"
 TO DEMONSTRATE WITH AN ACT OF
 Credit Sale
 PASSED BEFORE ME THIS DAY,
 December 15, 1964

SCALE 1"=100'

[Signature]
 NOTARY PUBLIC
 Dec 15 1964

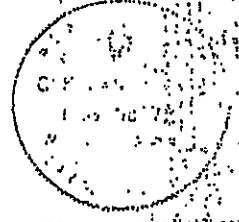
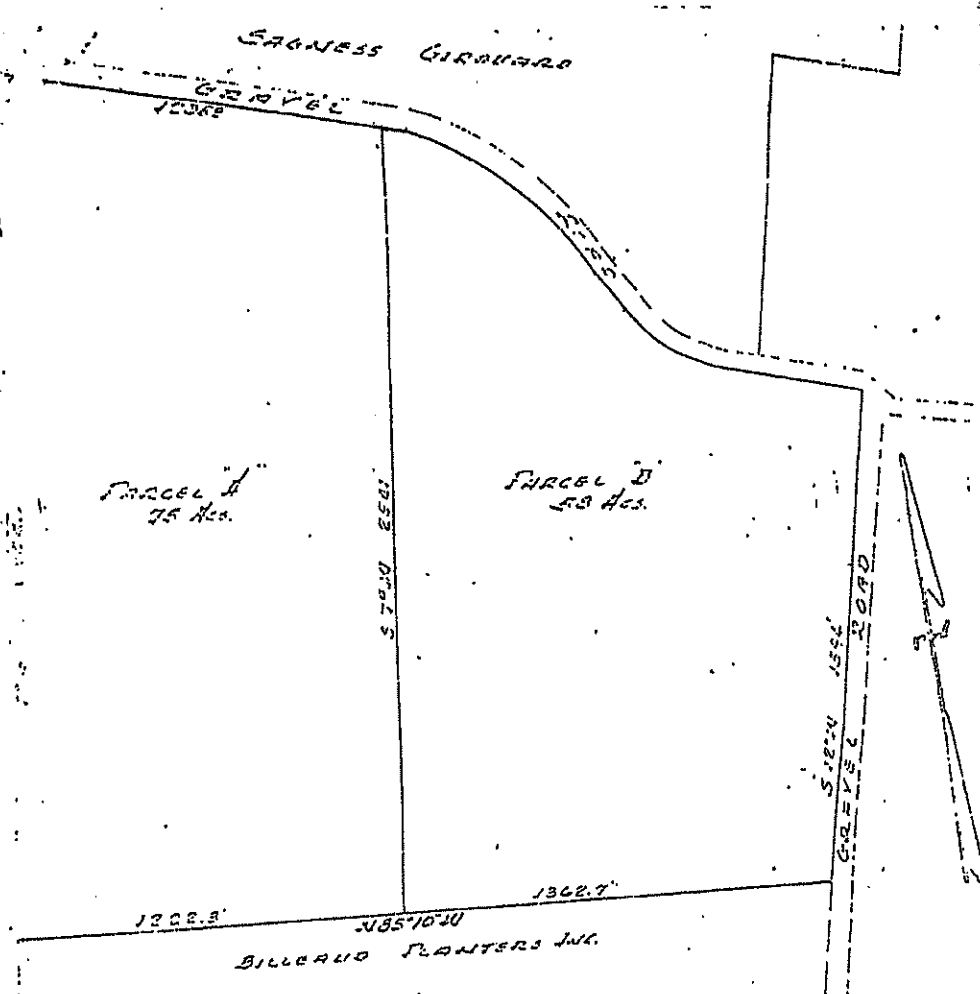


Exhibit "A"

468052



THE FOLLOWING CONTAINS A DESCRIPTION
 OF THE PART OF SAID PARCEL B
 WHICH MAY BE BY SHOWING PORTION OF PROPERTY
 OWNED BY SAGNESS, GIROUARD
 IN T-10-S R-5-E
 LAFFAYETTE PARISH, LA.

Richard H. Hild

SCALE 1"=400'

C. K. Humphreys
 SEC 211063



484101

Exhibit "B"

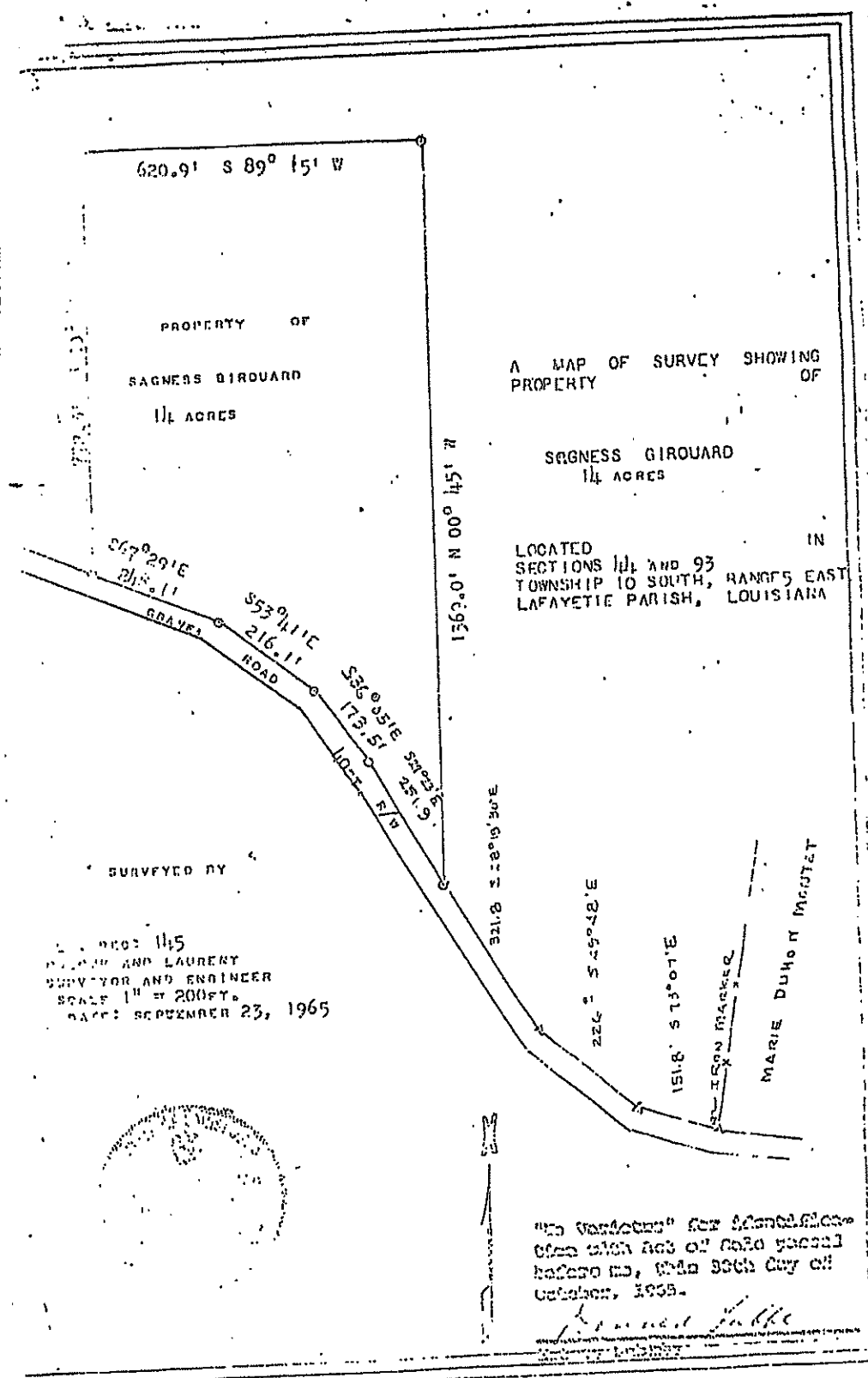
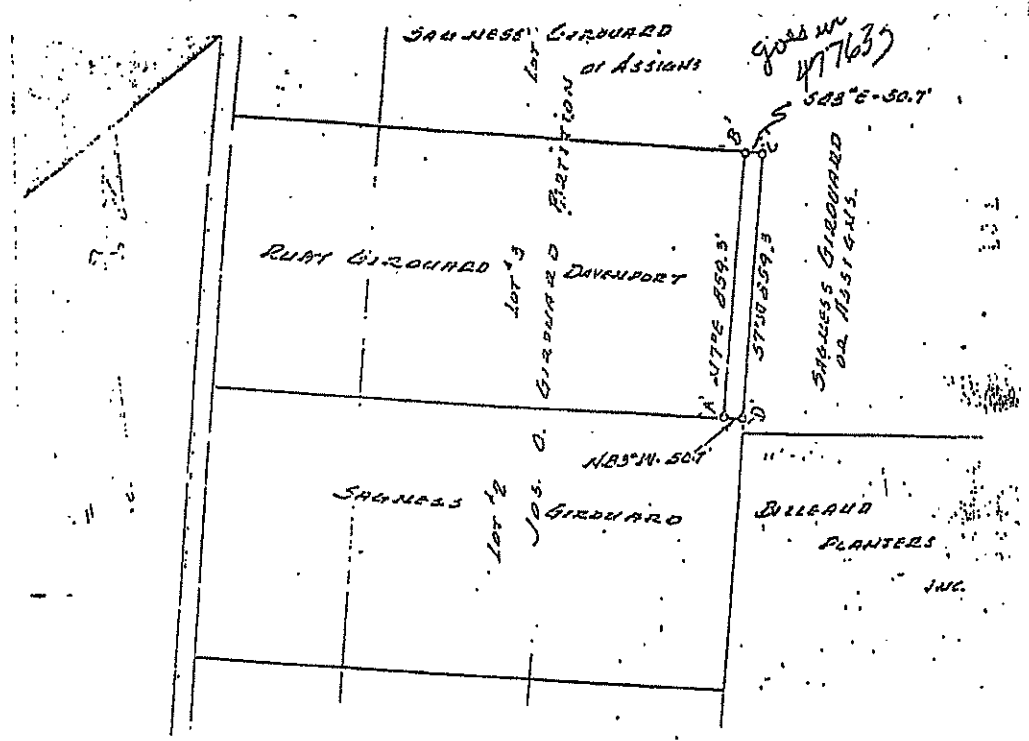


Exhibit "C"

484101



PLAT SHOWING PROPERTY
 BEING ACQUIRED BY
 SAGNESS GIROUARD
 IN SEC 4A T-10-S R-5-E
 LAFAYETTE PARISH, LA

SCALE 1"=200'

C. K. Langlais
 JULY 5th 1965



Exhibit "D"

PROPERTY TO BE ACQUIRED BY

SAGNESS GIROUARD, JR.
ROBERT MILTON GIROUARD
TERRY CLAY GIROUARD
PLOT 2, "E F C D"

Handwritten: 4-8-512

FROM MRS. RUBY GIROUARD
LOCATED IN SECTION 14, T10S, R5E
LAFAYETTE PARISH, LOUISIANA

SURVEYED BY
Fred L. Calant
L.A. REG. 145
COLOMB AND LAURENT
SURVEYOR AND ENGINEER
SCALE 1" = 100 FT.
DATE: FEBRUARY 3, 1966



PROPERTY OF SAGNESS GIROUARD
OR ASSIGNS

MRS RUBY GIROUARD

361.0' N-1°W

PLOT 2 100 ACRES

PLOT 1 NOW: SAGNESS GIROUARD JR. ET AL

629.82' S 7°W

PROPERTY OF SAGNESS GIROUARD JR. ET AL

Exhibit "E"

PROPERTY OF SAGNESS GIROUARD

MILLEAU PLANTERS, INC.

*Mch 6
494702*

A MAP OF SURVEY SHOWING
PROPERTY OF
SAGNESS GIROUARD

LOCATED IN
SECTIONS 44 AND 45 T10S R 5 E
LAFALETTE PARISH, LOUISIANA

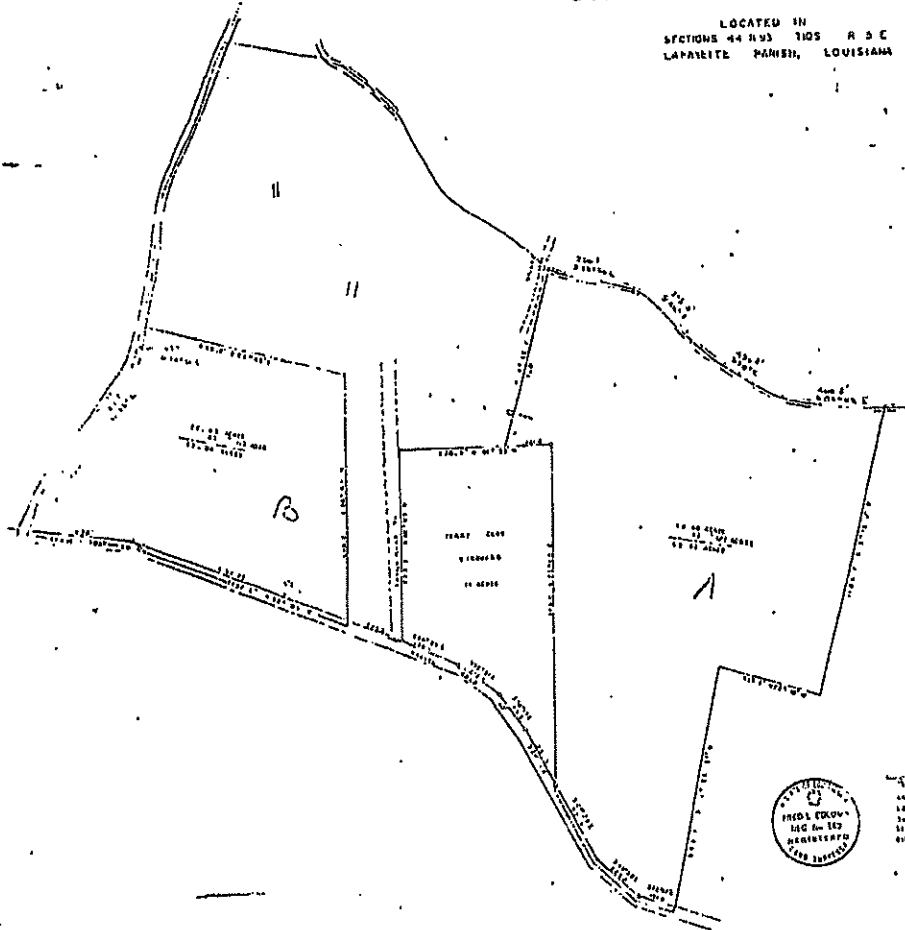
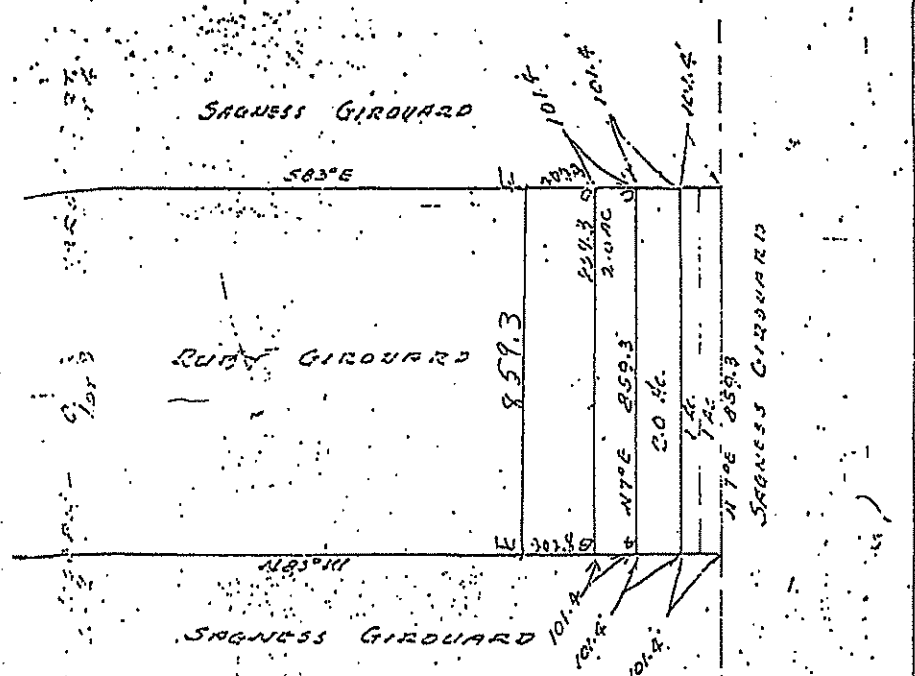


Exhibit "F"

"NE VARIETUR"
I identify with an act of
..... posted before me this
..... day of, 19 ..
.....
Notary Public

*Go with
act
494702*



PLAT SHOWING
 PROPERTY BEING ACQUIRED BY
 SAGNESS GIROUARD
 IN SECTION 22 T-10-S R-5-E
 LAZARETTE PARISH, LA

SCALE 1"=300

C. K. Langlais
 Aug 13th 1960

CLERK OF COURT
 LAZARETTE PARISH, LA
 AUG 29 3 56 PM '60
 REGISTERED
C. K. Langlais

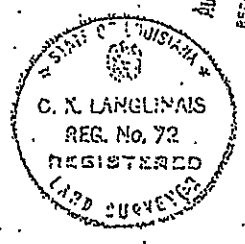


Exhibit "H"

529034

543618

A MAP OF SURVEY SHOWING OF PROPERTY

MRS. RUBY GIROUARD ET AL

LOCATED IN SECTION 44, 45, 95 T 10 S, R 5 E LAFAYETTE PARISH, LOUISIANA

FRANK GIROUARD OR ASSIGNS

NO. 5: SAGNESS GIROUARD JR. ET AL

CALL 25.87 CH. 1707.4' E. 507.

743.3' S 82° 58' 00" E 262.8'

1014' 1012' 1012' 1012'

4.0 AC 2.0 AC 2.0 AC 2.0 AC

PLOT 1 2.0 AC S 82° 57' 30" E 450.36'

PLOT 2 4.0 AC ROBERT D. DELAHOUSSE

PLOT 3 8.0 AC T.W. DELAHOUSSE

PLOT 4 2.0 AC T.W. DELAHOUSSE

PLOT 5 2.0 AC T.W. DELAHOUSSE

PLOT 6 2.0 AC T.W. DELAHOUSSE

PLOT 7 2.0 AC T.W. DELAHOUSSE

PLOT 8 2.0 AC T.W. DELAHOUSSE

PLOT 9 2.0 AC T.W. DELAHOUSSE



SURVEYED BY: J. L. Girouard, FRENCH, LA., SC. 21, 1954

CLERK OF COURT LAFAYETTE, LA. APR 5 3 30 PM '54

Exhibit "A"

SAGNESS GIROUARD JR ET AL

7

STATE OF LOUISIANA }
PARISH OF LAZARUS }

I hereby certify this to be a full and true copy of an
original instrument filed in my office on the date and hour
and under the Register's number stamped hereon to be
recorded in the _____ } Records.
_____ }
_____ }

Given under my hand and seal of office on said date of filing.

Charles F. Fugate
DEPUTY CLERK & EX-OFFICIO RECORDER

ADDRESS GIBBOURNO
821115

EXHIBIT NO.



STATE GIBBOURNO

38 1/2 R. of

CHARLES BILLENCO

82459223

CHARLES BILLENCO

ORDER - 82459223

OFFICE OF CHANCERY

ORDER SHOWING
REASON OF PRODUCE ORDER BY
MRS. BILLENCO

82514783
8253896

TOLD 240409
ORDER 82514783
GIVEN AT 238996

OF COURT
STATE OF LA.

110 1/2 ACRES

STATE GIBBOURNO
HARLAND 37 1/2

1907 PROPERTY
STATE GIBBOURNO

1907 PROPERTY
MRS DAVID CLAUDE

MRS DAVID CLAUDE
1907

Mrs. David Clau
1907

Colomb S' Bay

20 000

PROPERTY MRS DAVID
CLAUDE

OF COURT
STATE OF LA.
FILED THIS DAY
5 8 17 AM '57
CORDED PAGE
CLERK OF COURT

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

85-019434

1985 JUN 14 PM 3:39

[Handwritten Signature]

DISTRICT COURT

PARISH OF LAFAYETTE

STATE OF LOUISIANA

TERRY CLAY GIROUARD

VERSUS

DOCKET NUMBER: 85-2216

SANDRA DEE SHAW

* * * * *

JUDGMENT OF SEPARATION

The captioned matter having been duly filed and coming for hearing on the date hereinafter stated and the court after considering the law, the evidence, and the argument of counsel, therefore,

IT IS ORDERED, ADJUDGED, AND DECREED, that there be judgment herein in favor of Terry Clay Girouard and against the defendant, Sandra Dee Shaw, decreeing a separation a mensa et thoro between the parties and the defendant, Sandra Dee Shaw is cast with all costs of these proceedings.

JUDGMENT rendered the 11th day of June, 1985, and read and signed this 13 day of June, 1985, at *Lafayette* Louisiana.

[Handwritten Signature]
DOUGLAS J. NEHRBASS
DISTRICT JUDGE

Submitted by:

[Handwritten Signature]

RONALD E. DAUTERIVE
Attorney for Terry Clay Girouard
P. O. Box 5158
Lafayette, LA 70502

FILED THIS 14
DAY OF June, 1985
[Handwritten Signature]
DY. CLERK OF COURT

35 JUN 14 AM 11:01

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

85-021563

1985 JUL -3 AM 9:44
Cathy D'Arbigny
BY CLERK OF COURT
15TH JUDICIAL DISTRICT COURT

PARISH OF LAFAYETTE

STATE OF LOUISIANA

TERRY CLAY GIROUARD

VERSUS

DOCKET NUMBER: 85-2216

SANDRA DEE SHAW

* * * * *

COMMUNITY PROPERTY PARTITION AGREEMENT

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates and times hereinafter shown and before the Notaries hereinafter subscribed, and before the witnesses thereto, personally came and appeared;

SANDRA SHAW GIROUARD and TERRY CLAY GIROUARD, who, declared that they desire to compromise, settle and liquidate their claims in and to the community of acquets and gains formerly existing between them, and they do, by these presents agree to settle same in the following respects, to-wit:

TERRY CLAY GIROUARD does hereby convey, transfer, set-over, assign and deliver unto SANDRA SHAW GIROUARD, the following described properties, to-wit:

1. Green four poster bed-Hepplewhite
2. Victorian secretary (desk)
3. Gold side chairs-(2)
4. French dressing table-Louis XV
5. Large gold leaf mirror with candles
6. Venetian gold leaf mirror-Louis XV
7. Gold leaf dressing room screen-Louis XVI
8. Green wooden standing jewel case
9. Green & Mahogany linen-fold chest
10. Small wood table
11. Metal Sewing thread case
12. Heavy framed gold rectangle Victorian mirror
13. Brown bookcase and shelves
14. Cream colored silent butler
15. Small drop leaf table
16. Small wooden bench
17. Small ice cream parlor stool
18. Pair of Staffordshire Spaniel Dogs
19. Staffordshire Victorian Cottage

20. Staffordshire Cow Butter Dish
21. Primitive Oak Chest
22. Antique Toys:
 - Black stove
 - Cast Iron Hearth cats (2)
 - Wooden breakfront & Accessories
 - Steam irons (3)
 - Metal miniature hat
 - "Bliss" piano
 - Collection small china cats & dogs
 - Small child's chair
 - Minature Chair
 - Minature bed warmer
 - White china tea set
23. Copper tub with wooden handles
24. Colored glass pieces:
 - Rose shaker bottle
 - Small colonial shaped pieces (4)
 - Amber glass with clear stem
 - Purple bottle
 - Blue swan
 - Blue glass goblet
 - Heavy clear goblet
 - Blue bottle
 - Small purple glass
 - Cranberry colored bell
 - Large blue covered dish
 - Amber bottle with stopper
 - Small amber/red dish
 - Blue mason jar
25. Upright coal scuttle
26. Wooden trunk tray
27. Cookie Molds:
 - Long rectangle with doll designs
 - Small rectangle with square designs
 - Large rectangle banded in metal
28. Blue & White ceramic mold
29. "Green Apples" painting by MHM
30. Collage of Fish & Veggies. by NB
31. Large Copper mold
32. Old wooden lemon squeezer
33. Black wrought iron trivet
34. Collection miscellaneous kitchen decoration-copper/
wrought iron/tin

35. Round Wooden Cheese box
36. Wooden Cobbler's shoe
37. Blue and white cannister set
38. Brown spice box
39. Green velvet key box
40. Victorian lamp with blue shade
41. Chippendale chair and ottoman
42. Small square side table
43. Crewel covered footstool
44. Wooden ironing piece-reproduction
45. Small Framed watercolor by TCG
46. Framed watercolor of Acadian church by LJ
47. Blue painted vessallier
48. Hepplewhite Chairs:
 - Cane back arm chair
 - White upholstered arm chair
49. "MGM" Louis XVI small chest
50. Gold Louis XV loveseat
51. Large Painted Louis XV chest
52. Assorted wall ornaments-brass/wood/metal/china
53. Bronze bird ornament
54. Brass "Marie Antoinette" bell
55. Paintings by MHM
56. "Wheat sheaves" glass topped cocktail tables (2)
57. Silver slated flatware
58. Brass lamp with Tiffany type shade
59. Small oval Victorian mirror
60. Ceramic fruit on stand
61. Tea cozy in wicker
62. "Minton" English Bone china

ITEMS STORED IN GARAGE:

- Wicker chaise lounge
- Chest of drawers
- Primitive dresser with mirror
- Maple Rush bottom side chairs (6)
- Maple Rush bottom arm chairs (2)

The said, SANDRA SHAW GIROUARD, does hereby convey, transfer, set-over and assign and deliver unto TERRY CLAY GIROUARD all of her rights, title and interest and with full warranty of title in and to all items of property which TERRY CLAY GIROUARD has in his possession, including but not limited to all items located at the former matrimonial residence located at Route 1, Box 75, Broussard, Louisiana, 70518.

Both parties agree to sign any and all documents in addition to the present document as may be necessary to effectively transfer ownership of the items of property contained herein and to fulfill the intent of the parties as exemplified in this document.

In further consideration of the transfers hereinabove given the said, TERRY CLAY GIROUARD, agrees to indemnify and hold harmless the said, SANDRA SHAW GIROUARD, from any liability whatsoever for the following debts to-wit:

- A. That certain promissory note executed by TERRY CLAY GIROUARD and SANDRA SHAW GIROUARD, payable to the order of Freeland, Inc., in the original principal sum of THIRTY NINE THOUSAND FORTY NINE AND NO/100 DOLLARS, (\$39,049.00). Account No: 43854987900.
- B. That certain promissory note executed by TERRY CLAY GIROUARD AND SANDRA SHAW GIROUARD, payable to the order of United Company Financial Corporation in the original principal amount of ONE HUNDRED TWO THOUSAND SEVEN HUNDRED TWENTY FOUR AND 27/100 DOLLARS, (\$102,724.27). Account No. 0020360021.
- C. That certain unsecured indebtedness owed by SANDRA SHAW GIROUARD, payable to Millie McKnight in the original principal sum of TEN THOUSAND AND NO/100 DOLLARS, (\$10,000.00).
- D. That certain unsecured indebtedness to Gerald de Launay, Attorney-at-Law, owed by SANDRA SHAW GIROUARD for legal services rendered by Gerald de Launay. Said indebtedness is approximately TWO THOUSAND AND NO/100 DOLLARS, (\$2,000.00).
- E. That certain indebtedness dated April 15, 1985, payable to First Federal Savings & Loan of New Iberia in the amount of EIGHT HUNDRED FORTY FIVE DOLLARS, (\$845.00).
- F. That certain indebtedness dated April 15, 1985, payable to Guaranty Bank in the amount of TWENTY ONE THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS, (\$21,138.00).

The parties further agree that they have hereby accomplished a complete liquidation of the community of acquets and gains formerly existing between them, and they do, accordingly, hereby mutually release and forever discharge each other from any and all further claims and demands and any and all further accountings between them. It is the intention of the parties that henceforth there shall be as between them only such rights and obligations as are specifically provided for in this agreement, and the parties acknowledge that the allocation made to each of them has resulted in each party receiving an equal share of community property.

The parties acknowledge that they are entering into this agreement freely and voluntarily; that they have ascertained and weighed all of the facts and circumstances likely to influence their judgment herein; that they have been duly apprised of their respective legal rights with respect to a community property settlement; that all of the provisions of this agreement, as well as all questions pertinent thereto have been fully and satisfactorily explained to them; that they have given due consideration to such provisions in question, and that they understand clearly and assent to all of the provisions of this agreement.

There is no vendor's lien, resolatory condition, or right to rescind created in favor of either of the said parties hereto, and, if for any reason any such vendor's lien, resolatory condition or right to rescind should inadvertently be created by this agreement, then, each of the parties hereto formally waives any such vendor's lien, resolatory condition or right to rescind.

The parties hereto further agree that any and all obligations incurred by either of them, subsequent to the date of the filing of the suit for separation hereinabove referred to, will be the sole obligation of the party incurring same, and payment must be made solely by such party.

The parties hereto confirm that this agreement is entirely dependant upon the mutual covenants, undertakings and acknowledgments contained herein. That if either party shall refuse or neglect to carry out any of the duties imposed upon him or her by this agreement, the other party shall, without the necessity of putting in default, have the option of bringing suit for a specific performance and/or damages.

The parties hereto discharge each other from any further accounting to the other or to the community which formerly existed between them. The parties hereto waive the production of any and all certificates required by law.

THUS DONE AND SIGNED in my presence in Lafayette, Louisiana on this 17 day of July, 1985, in the presence of the undersigned competent witnesses, who, hereunto sign their names with said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Vondie Bailey

Sandra Shaw Girouard
SANDRA SHAW GIROUARD

Cecil Cook

Terry Clay Girouard
TERRY CLAY GIROUARD

Ronald S. Antevore
NOTARY PUBLIC

STATE OF OREGON
COUNTY OF CLATSOP

FILE NO.:

85-034868

Cathy Lutz

THE SAGNESS GIROUARD, JR. INTER VIVOS
TRUST NUMBER ONE

between

SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD
ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD
AND
TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, TRUSTORS

AND

ZACKIE PINES EVANS, TRUSTEE

TRUST AGREEMENT

This Trust Agreement is entered into among SAGNESS GIROUARD, JR., and wife, MARGARET SPITZER GIROUARD, residents of Brazoria County, Texas, ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD, residents of Brazoria County, Texas, and TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, residents of Lafayette Parish, Louisiana (hereafter collectively referred to as "Trustors"), and ZACKIE PINES EVANS, a resident of Brazoria County, Texas (hereafter referred to as "Trustee").

ARTICLE I TRUST ESTATE

1.01 The Trustors have GIVEN, GRANTED, CONVEYED, TRANSFERRED and DONATED to the Trustee, without consideration, the property described on Exhibit "A", which is attached hereto and incorporated herein by reference. The receipt of such property is hereby acknowledged by the Trustee. Said property, together with any other property hereafter acquired by the Trustee subject to this Trust Agreement, shall constitute the trust estate and shall be held, managed, administered and distributed by the Trustee as provided hereinafter.

1.02 The Trustors or any other person may from time to time add additional property to this Trust, which property shall become part of the trust estate when received and accepted by the Trustee.

ARTICLE II BENEFICIARIES

The Beneficiaries of this Trust shall be the children of Sagness Girouard, Jr., and wife, Margaret Spitzer Girouard. At the time of execution of this Trust, they have two (2) children, who are named as follows:

- A. SAGNESS GIROUARD, III, a son who resides in Brazoria County, Texas;
- B. MARGARET ELIZABETH GIROUARD, JR., a daughter who resides in Harris County, Texas.

The Trustors acknowledge that the above named beneficiaries are all of the children of Sagness Girouard, Jr. and Margaret Spitzer Girouard, as of the date of this Agreement.

ARTICLE III

IRREVOCABILITY OF TRUST

This Trust shall be irrevocable and shall not be altered, amended, revoked or terminated by the Trustors. The Trustors hereby expressly acknowledge that they have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the Trust in whole or in part, or to designate the persons who shall possess or shall enjoy the trust property or the income therefrom. By this Trust Agreement the Trustors intend to hereby absolutely relinquish all possession or enjoyment of, or right to the income from, the Trust property, together with any interest of any nature, present or future, in the Trust property.

ARTICLE IV

DISTRIBUTIONS FROM TRUST ESTATE

Upon receipt of any property to be included in the trust estate, the Trustee shall:

- 4.01 Divide the trust estate into as many equal shares as there are Beneficiaries then living, and Beneficiaries then deceased, but leaving heirs or legatees. Each share shall constitute and be held, administered and distributed by the Trustee as a separate trust.
 - (a) One equal share shall be set aside for the benefit of each of the above Beneficiaries who may be then living and shall constitute the trust estate of such person's trust.
 - (b) One equal share shall be set aside for the benefit of the above named Beneficiaries who may then be deceased, if the said deceased Beneficiary has left heirs or legatees, such share or shares to be held by the Trustee for the benefit of all of the heirs and legatees of the deceased Beneficiary.

4.02 Apply and distribute the net income and principal of each share of the trust estate set aside for the benefit of the above named Beneficiaries as follows:

- (a) Until December 31, 2010, the Trustee shall pay to or apply for the benefit of each Beneficiary, in monthly or other convenient installments so much of the net income, and if the net income is insufficient, so much of the principal, up to the whole thereof, from his or her share of the trust estate as the Trustee in his discretion deems advisable for the Beneficiary's proper welfare, support, maintenance and education (including college, and graduate and professional school). The Trustee shall accumulate and add to the principal of each Beneficiary's share of the trust estate the balance, if any, of said net income.
- (b) On December 31, 2010, the Trustee shall distribute to each Beneficiary the then balance of the principal of his or her share of the trust estate, together with any accumulated income, subject to the provisions of Article V.
- (c) If any Beneficiary for whom a share of the trust estate has been set aside should die prior to December 31, 2010, then the share of such Beneficiary shall be held in trust for the heirs or legatees of such deceased Beneficiary until December 31, 2010, and shall be held, administered and distributed in the same manner as the other share of the trust estate. However, if there should be no heirs or legatees, then the deceased Beneficiary's share shall be divided per stirpes among the shares set aside for the benefit of the remaining Beneficiaries, to be held, administered and distributed in the same manner as such other shares.
- (d) Notwithstanding any other provisions herein, this trust shall not continue, under any circumstances, beyond the longest term as authorized by law, and in the event there is any termination of the trust by operation of law, the Trustee shall distribute the entirety of the net income and principal as of that time.

4.03 If all Beneficiaries should die prior to final distribution of the trust estate, the remaining balance of the trust estate shall be distributed in the following manner: With respect to property, the inheritance of which is governed by the laws of the State of Texas, one-half (1/2) to those persons who would then be the heirs under Texas law of Sagness Girouard, Jr., and one-half (1/2) to those who would then be the heirs under Texas law of Margaret Spitzer Girouard; and if either person has no heirs, then all to the heirs of the other. The identities and respective shares of the aforesaid heirs are to be determined as if both Sagness Girouard, Jr. and Margaret Spitzer Girouard had

died intestate at the time stipulated for final distribution, unmarried and domiciled in Texas. With respect to property, the inheritance of which would be governed by the laws of the State of Louisiana, the heirs and legatees of the Beneficiaries, as provided by the laws of the State of Louisiana.

ARTICLE V

DISTRIBUTION TO MINORS

Notwithstanding anything contained herein to the contrary, the Trustee shall not deliver the share of any person under the age of eighteen (18) years entitled to share in the distribution of principal or income hereunder until such person shall attain the age of eighteen (18) years, unless the trust terminates prior to that time. The Trustee may, however, apply to the use of any such person so much of the principal or income to which such person is entitled as the Trustee, in his sole discretion, may deem proper for the health, education (including college and graduate and professional school), support and maintenance of such person. The Trustee may make payment of any income or principal, in his discretion, to the use of a person who has not yet attained the age of eighteen (18) years by making such payment to the parent or guardian of such person or by applying the same for the benefit of such person. The receipt of such parent or guardian of the expenditure of such money for the benefit of such person shall be a full and sufficient discharge to the Trustee for any such payment, whether or not there be any such payment or application, and whether or not any parent or guardian of such person is then financially able to educate or support or take care of such person and regardless of such person's other sources of income. The Trustee may accumulate for the benefit of a person who has not yet attained the age of eighteen (18) years so much of such income as the Trustee in his sole discretion does not apply for the health, education (including college and graduate and professional school),

support and maintenance of such person. Upon the attainment by such person of the age of eighteen (18) years, the Trustee shall pay such accumulated income to such Beneficiary in addition to other payments of principal or income to which Beneficiary shall then become entitled.

ARTICLE VI

INVASION OF TRUST ESTATE

Each Beneficiary of this Trust shall have the right in any calendar year to withdraw from the principal of the trust estate an amount of specific assets which is not in excess of the lesser of the additions to the trust estate in that calendar year or in the dollar limitations on lapsed powers specified by Section 2041(a)(2) of the Internal Revenue Code, as amended, or any corresponding statute hereafter in effect. This right of withdrawal shall be exercised by each Beneficiary notifying the Trustee in writing to that effect, specifying the cash or assets at current market value which he desires to withdraw. If at any time a Beneficiary is a minor, or fails in legal capacity for any reason, the Beneficiary's guardian may make such demand on behalf of such Beneficiary. Such right of withdrawal shall be noncumulative. The Trustee shall annually notify each Beneficiary or his guardian of his right.

ARTICLE VII

POWERS, DUTIES AND COMPENSATION OF TRUSTEE

7.01 In order to carry out the purposes of this Trust Agreement, the Trustee, in addition to all other powers granted by law, shall have the following powers and discretions:

- (1) To continue to hold any and all property received by the Trustee or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Trustee, in exercising reasonable prudence, discretion and intelligence, considers that the retention is the best interests of the trust.

- (2) To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own accounts.
- (3) To exercise, respecting securities held in the trust estate, all the rights, powers and privileges of an owner, including, but not limited to, the power to vote, give proxies and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to deposit securities with and transfer to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.
- (4) To hold securities or other trust property in the name of the Trustee as Trustee under each trust or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.
- (5) To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the trust estate, any business or partnership interests received by the trust estate.
- (6) To sell for cash or on deferred payments at public or private sale, to exchange and to convey any property of the trust estate.
- (7) To abandon any trust asset or interest therein in the discretion of the Trustee.
- (8) To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the trust estate.
- (9) To lease any real or personal property of the trust estate for any purposes for terms within or extending beyond the duration of any trust.
- (10) To manage, control, improve and repair real and personal property belonging to the trust estate.
- (11) To partition, divide, subdivide, assign, develop and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easement to public use with or without consideration.
- (12) To make ordinary and extraordinary repairs and alterations in building or other trust property, to demolish any improvements, to raze party walls or buildings and to erect new party walls or buildings

as the Trustee deems advisable.

- (13) To borrow money for any trust purpose from any person, firm or corporation on the terms and conditions deemed appropriate by the Trustee and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using whatever procedures to consummate the transaction deemed advisable by the Trustee; and to replace, renew and extend any encumbrances and to pay loans or other obligations of the trust estate deemed advisable by the Trustee.
- (14) To enter into oil, gas, liquid or gaseous hydrocarbon, sulphur, metal and any and all other natural resource leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the exploration, development, operation and conservation of properties containing minerals or other natural resources; to drill, mine and otherwise operate for the development of oil, gas and other minerals; to contract for the installation and operation of absorption and repressuring plants; and to install and maintain pipelines.
- (15) To procure and carry at the expense of the trust estate insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the trust estate and the Trustee against any hazard.
- (16) To enforce any deed of trust, mortgage or pledge held by the trust estate and to purchase at any sale thereunder any property subject to any such hypothecation.
- (17) To extend the time of payments of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Trustee.
- (18) To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.
- (19) To commence or defend at the expense of the trust estate any litigation affecting each trust or any property of the trust estate deemed advisable by the Trustee.
- (20) To pay all taxes, assessments, compensation of the Trustee and all other expenses incurred in the collection, care, administration and protection of the trust estate.
- (21) To employ any attorney, investment adviser, accountant, broker, tax specialist or any other agent deemed necessary in the discretion of the Trustee; and to pay from the trust estate reasonable compensation for all services performed by any of them.
- (22) On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in

the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution.

- (23) To do all the acts, to take all the proceedings and to exercise all the rights, powers and privileges which an absolute owner of the property would have, subject always to the discharge of his fiduciary obligations; the enumeration of certain powers in this Trust shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on him by law or that may be necessary to enable the Trustee to administer this trust in accordance with its provisions, subject to any limitations specified in this Trust.

7.02 All powers given to the Trustee by this Trust Agreement are exercisable by the Trustee in a fiduciary capacity. No power given to the Trustee hereunder shall be construed to enable the Trustor or any other person to purchase, exchange or otherwise deal with or dispose of the principal or income therefrom for less than adequate consideration in money or money's worth; to permit the Trustor or any other contributor to the trust to borrow income or principal; or to authorize loans to a person other than the Trustor or any other contributor to the trust except on the basis of an adequate interest charge and an adequate security. No person, other than the Trustee, shall have or exercise the power or vote or direct the voting of any corporate shares or other securities of this trust, to control the investment of this trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of this trust by substituting other property of equivalent value.

7.03 The Trustee shall determine what is income and what is principal of each trust created under this Trust Agreement, and what expenses, costs, taxes and charges of any kind whatever shall be charged against income and what shall be charged against principal in accordance with the applicable

statutes of the State of Texas as they now exist and may from time to time be enacted, amended or repealed.

7.04 The Trustee shall receive reasonable compensation for the services rendered by him.

7.05 No bond for the faithful performance of duties hereunder shall be required of the Trustee.

7.06 No Trustee appointed under this Trust Agreement shall at any time be held liable for any action or default of himself or his agent or of any other person in connection with the administration of the trust estate, unless caused by his own gross negligence or by the willful commission by him of an act in breach of trust.

ARTICLE VIII
SUCCESSOR TRUSTEE

8.01 If the Trustee named hereinabove is unable or unwilling to act or to continue to act as Trustee, then a successor Trustee may be designated by the agreement of a majority of the then living Beneficiaries of the trust. The term "Trustee" as used herein shall mean any alternate or successor Trustee who serves under the provisions of this agreement.

8.02 Any Trustee serving hereunder may resign by delivering written notice of intention to do so by registered mail to the living Trustors, if no Trustor is living, to all the adult beneficiaries and the custodians or guardians of all minor beneficiaries then entitled to receive distributions hereunder.

8.03 Upon the payment and delivery to any successor Trustee of all the property and assets of the trust estate, and after full settlement of accounts, the responsibilities and liabilities of the resigning or removed Trustee shall terminate. No successor Trustee shall be required to investigate the acts of any predecessor Trustee, nor be

responsible for any of the acts or omissions of any predecessor Trustee.

ARTICLE IX

SPENDTHRIFT PROVISION

The interest of the Beneficiaries in the principal or income of any trust created hereunder shall not be subject to the claims of their creditors or creditors of others, including creditors of a spouse of a married beneficiary, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE X

RULE AGAINST PERPETUITIES

Notwithstanding anything to the contrary herein contained, if any share of the trust estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last survivor of Sagness Girouard, Jr., or Margaret Spitzer Girouard, and their issue living at the date of this Agreement, then, on the day before the end of such period, such share shall nevertheless vest in the person or persons then entitled to receive the income therefrom. The principal and all accrued and accumulated but undistributed income of such share shall be distributed to such person or persons in the proportions in which such person or persons are then entitled to receive income, and in equal shares among all persons who are then included in any group entitled to receive income in the discretion of the Trustee.

ARTICLE XI

LIFE INSURANCE POLICIES

11.01 In the event that life insurance policies, or the proceeds thereof, become part of the trust estate, then the provisions of this Article shall also apply. In the event of a conflict between the provisions of this Article and the

other provisions of this Trust Agreement, standard rules of construction shall be used to resolve the conflict.

11.02 The Trustee is hereby vested with all right, title and interest in and to any policies of insurance which may become part of the trust estate, and he is authorized and empowered to exercise and enjoy, for the purposes of the trust herein created and as absolute owner of such policies, all the options, benefits, rights and privileges thereunder, including the right to borrow upon such policies and to pledge them as collateral for any loan. The insurer under such policy is hereby authorized and directed to recognize the Trustee as absolute owner of such policy and as fully entitled to all options, rights, privileges and interests under such policy.

11.03 The Trustee may, in his discretion, pay the premiums which become due and payable on any such policy out of the principal and/or income of the trust estate. However, the Trustee shall be under no responsibility or liability of any kind in case such premiums are not paid, except that the Trustee shall apply any dividends received by him on such policy to the payment of premiums thereon. Further, the Trustee shall be under no duty to notify any person of the non-payment of such premiums. Upon notice at any time during the continuance of this trust that the premiums due upon such policy are in default, or that premiums to become due will not be paid, either by a Trustor or by any other person, the Trustee, within his sole discretion, may apply any cash value attributable to such policy to the purchase of paid up insurance or extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon its forfeiture for non-payment of premiums, such sums shall

be allocated pro rata among the Beneficiaries' shares of the trust estate.

11.04 Upon the death of an insured under any such policy, the Trustee shall take all necessary steps to collect all the proceeds of such insurance policy. The Trustee is authorized and empowered to do any and all things which in his discretion are necessary to collect such proceeds, including, but not limited to, the following:

- (1) To execute and deliver releases, receipts and all other necessary papers;
- (2) To compromise and adjust any disputed claims in such manner as the Trustee deems just; and
- (3) To bring suit upon any policy, the payment of which is contested by the insurer, and to pay the expenses of any such suit, including attorney's fees, from the principal or income of the trust estate, or from any other insurance proceeds.

Upon the collection of the proceeds of any insurance policy held hereunder, the Trustee shall add such proceeds to the trust estate and shall hold the same in trust, manage, invest and reinvest the same, collect the income therefrom, and dispose of the principal and any income therefrom in the manner provided in Article IV of this Trust Agreement.

ARTICLE XII

TRANSACTIONS WITH ESTATES OF TRUSTORS

12.01 Upon the death of a Trustor, the Trustee may, within his discretion, purchase and retain as investments any property, real or personal, from the estate of the deceased Trustor at a fair value. The propriety of the purchase, the amount of such assets purchased and the ascertainment of fair value shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such purchase or purchases, whether or not such assets constitute investments which may be legally made by Trustee.

12.02 Upon the death of a Trustor, the Trustee may, within his discretion, make loans to the deceased Trustor's executors, administrators or other Trustees, on such terms as

the Trustee deems advisable. The propriety of any such loan, the amount thereof, and the terms shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such loan or loans.

ARTICLE XIII

CONSTRUCTION OF TRUST

13.01 The validity and administration of any trust established hereunder in all questions relating to the construction or interpretation of any such trust shall be governed by the laws of the State of Texas.

13.02 The following terms, as used in this trust, mean:

- (1) The terms "Beneficiary" and "Beneficiaries" refer to the children of Sagness Girouard, Jr. and wife, Margaret Spitzer Girouard, and where appropriate, the heirs or legattes of any Beneficiary.
- (2) The term "issue" means lawful blood descendants in the first, second and any other degree of the ancestor designated, and includes legally adopted children.

13.03 As used in this Trust Agreement, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

ARTICLE XIV

ACCEPTANCE OF TRUST ESTATE

The Trustee hereby accepts the trust estate created by this Agreement and agrees to carry out the provisions hereof according to the best of his ability, but no Trustee shall be responsible for any mistake in judgment or for any decrease in value of or loss to the trust estate or for any cause whatever except his own bad faith or gross negligence.

IN WITNESS WHEREOF, this Trust Agreement has been signed
by the Trustors and the Trustee on this 15th day of October,
1979.

TRUSTORS:

Sagness Girouard, Jr.
SAGNESS GIROUARD, JR.
Margaret Spitzer Girouard
MARGARET SPITZER GIROUARD
Robert Milton Girouard
ROBERT MILTON GIROUARD
Joyce Leggett Girouard
JOYCE LEGGETT GIROUARD
Terry Clay Girouard
TERRY CLAY GIROUARD
Sandra Shaw Girouard
SANDRA SHAW GIROUARD

TRUSTEE:

Zackie Pines Evans
ZACKIE PINES EVANS

Witnesses to all of the above signatures.

Robert R. Farmer
ROBERT R. FARMER
Sagness Girouard, III
SAGNESS GIROUARD, III

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally
appeared ROBERT R. FARMER, who, being by me duly sworn, stated under
oath that he was one of the subscribing witnesses to the foregoing
instrument and that the same was signed by TERRY CLAY GIROUARD and
wife, SANDRA SHAW GIROUARD, ZACKIE PINES EVANS, TRUSTEE, SAGNESS
GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON
GIROUARD and wife, JOYCE LEGGETT GIROUARD in his presence and in the
presence of the other subscribing witness.

Robert R. Farmer
ROBERT R. FARMER

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of
October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally appeared SAGNESS GIROUARD, III, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, ZACKLE PINES EVANS, TRUSTEE, SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD and wife, JOYCE LEGGETT GIROUARD in his presence and in the presence of the other subscribing witness.

Sagness Girouard, III
SAGNESS GIROUARD, III

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of
October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

ACT OF DONATION

STATE OF LOUISIANA

PARRISH OF LAFAYETTE

BE IT KNOWN that on this the 15th day of October, 1979, before me, the undersigned notary public, in and for the State of Texas, County of Brazoria, duly commissioned as a notary public by the State of Texas, as such, personally came and appeared:

SAGNESS GIROUARD, JR., married to and living with MARGARET SPITZER GIROUARD, and the said MARGARET SPITZER GIROUARD, individually, residents of the City of Freeport, Brazoria County, Texas, hereinafter referred to as "Donors"

who declared:

That they do by these presents irrevocably GIVE, GRANT, CONVEY, TRANSFER and DONATE inter vivos unto ZACKIE PINES EVANS, Trustee, and undivided one-half interest in and to all oil, gas and other minerals on, under and which may be produced from that certain real property which is more particularly described on Exhibit "A" (which is attached hereto and incorporated herein by reference), in and to which real property Donors own, together, an undivided one-third interest. The said ZACKIE PINES EVANS, Trustee, shall hold said interest in trust for the following uses: an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Sagness Girouard Jr. Inter Vivos Trust Number One; an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Robert Milton Girouard Inter Vivos Trust Number One; and an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Terry Clay Girouard Inter Vivos Trust Number One.

This donation is made subject to any oil, gas and mineral leases now affecting said real property.

AND TO THESE PRESENTS PERSONALLY CAME AND APPEARED: ZACKIE PINES EVANS, Trustee, Donee herein who accepts the donation hereby made to him.

The Donors and Donee agree to execute and deliver from time to time, and as often as required, all such transfer orders, division orders and other written instruments and assurances as may be acquired or appropriate to effect the purposes of this donation.

THUS DONE AND SIGNED in the County of Brazoria, State of Texas, on this the 15th day of October, 1979, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary Public, after a due reading of the whole.

DONORS:

Sagness Girouard, Jr.
SAGNESS GIROUARD, JR.

Margaret Spitzer Sivaard
MARGARET SPITZER

WITNESSES:

[Signature]

Robert R. Farned

DONEE:

Zackie Pines Evans, Trustee
ZACKIE PINES EVANS, Trustee

Ben Hardin
NOTARY PUBLIC

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared SAGNESS GIROUARD, JR., who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET SPITZER, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ZACKIE PINES EVANS, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Ben Hard
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acres more or less, situated in Section(s) 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #590305, #600473, #619587, #649157, #454792, #454793, #468052, #477633, #484101, #488512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484101, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314, and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Girouard.

EXHIBIT "A"

CLERK OF COURT
SUNSHINE, LA.
RECEIVED

FILE NO.

85-034869

Cathy J. Andrews

THE ROBERT MILTON GIROUARD INTER VIVOS
TRUST NUMBER ONE

between

ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD
TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD
AND
SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, TRUSTORS

AND

ZACKIE PINES EVANS, TRUSTEE

TRUST AGREEMENT

This Trust Agreement is entered into among SAGNESS GIROUARD, JR., and wife, MARGARET SPITZER GIROUARD, residents of Brazoria County, Texas, ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD, residents of Brazoria County, Texas, and TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, residents of Lafayette Parish, Louisiana (hereafter collectively referred to as "Trustors"), and ZACKIE PINES EVANS, a resident of Brazoria County, Texas (hereafter referred to as "Trustee").

ARTICLE I

TRUST ESTATE

1.01 The Trustors have GIVEN, GRANTED, CONVEYED, TRANSFERRED and DONATED to the Trustee, without consideration, the property described on Exhibit "A", which is attached hereto and incorporated herein by reference. The receipt of such property is hereby acknowledged by the Trustee. Said property, together with any other property hereafter acquired by the Trustee subject to this Trust Agreement, shall constitute the trust estate and shall be held, managed, administered and distributed by the Trustee as provided hereinafter.

1.02 The Trustors or any other person may from time to time add additional property to this Trust, which property shall become part of the trust estate when received and accepted by the Trustee.

ARTICLE II

BENEFICIARIES

The Beneficiaries of this Trust shall be the children of Robert Milton Girouard and wife, Joyce Legette Girouard. At the time of execution of this Trust, they have four (4) children, who are named as follows:

- A. ROBBIE GAY GIROUARD THOMPSON, a daughter who resides in Tyler, Smith County, Texas;
- B. MARK KEVIN GIROUARD, a son who resides in Freeport, Brazoria County, Texas;
- C. MAUREEN ELAINE GIROUARD MOORE, a daughter who resides in Dallas, Dallas County, Texas; and
- D. VICKI CORINNE GIROUARD COKER, a daughter who resides in Dallas, Dallas County, Texas.

The Trustors acknowledge that the above named beneficiaries are all of the children of Robert Milton Girouard and Joyce Legette Girouard, as of the date of this Agreement.

ARTICLE III

IRREVOCABILITY OF TRUST

This Trust shall be irrevocable and shall not be altered, amended, revoked or terminated by the Trustors. The Trustors hereby expressly acknowledge that they have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the Trust in whole or in part, or to designate the persons who shall possess or shall enjoy the trust property or the income therefrom. By this Trust Agreement the Trustors intend to hereby absolutely relinquish all possession or enjoyment of, or right to the income from, the Trust property, together with any interest of any nature, present or future, in the Trust property.

ARTICLE IV

DISTRIBUTIONS FROM TRUST ESTATE

Upon receipt of any property to be included in the trust estate, the Trustee shall:

4.01 Divide the trust estate into as many equal shares as there are Beneficiaries then living, and Beneficiaries then deceased, but leaving heirs or legatees. Each share shall constitute and be held, administered and distributed by the Trustee as a separate trust.

- (a) One equal share shall be set aside for the benefit of each of the above Beneficiaries who may be then living and shall constitute the trust estate of such person's trust.

- (b) One equal share shall be set aside for the benefit of the above named Beneficiaries who may then be deceased, if the said deceased Beneficiary has left heirs or legatees, such share or shares to be held by the Trustee for the benefit of all of the heirs and legatees of the deceased Beneficiary.

4.02 Apply and distribute the net income and principal of each share of the trust estate set aside for the benefit of the above named Beneficiaries as follows:

- (a) Until December 31, 2010, the Trustee shall pay to or apply for the benefit of each Beneficiary, in monthly or other convenient installments so much of the net income, and if the net income is insufficient, so much of the principal, up to the whole thereof, from his or her share of the trust estate as the Trustee in his discretion deems advisable for the Beneficiary's proper welfare, support, maintenance and education (including college, and graduate and professional school). The Trustee shall accumulate and add to the principal of each Beneficiary's share of the trust estate the balance, if any, of said net income.
- (b) On December 31, 2010, the Trustee shall distribute to each Beneficiary the then balance of the principal of his or her share of the trust estate, together with any accumulated income, subject to the provisions of Article V.
- (c) If any Beneficiary for whom a share of the trust estate has been set aside should die prior to December 31, 2010, then the share of such Beneficiary shall be held in trust for the heirs or legatees of such deceased Beneficiary until December 31, 2010, and shall be held, administered and distributed in the same manner as the other share of the trust estate. However, if there should be no heirs or legatees, then the deceased Beneficiary's share shall be divided per stirpes among the shares set aside for the benefit of the remaining Beneficiaries, to be held, administered and distributed in the same manner as such other shares.
- (d) Notwithstanding any other provisions herein, this trust shall not continue, under any circumstances, beyond the longest term as authorized by law, and in the event there is any termination of the trust by operation of law, the Trustee shall distribute the entirety of the net income and principal as of that time.

4.03 If all Beneficiaries should die prior to final distribution of the trust estate, the remaining balance of the trust estate shall be distributed in the following manner: With respect to property, the inheritance of which is governed by the laws of the State of Texas, one-half (1/2) to those persons who would then be the heirs under Texas law of

Robert Milton Girouard and one-half (1/2) to those who would then be the heirs under Texas law of Joyce Legette Girouard; and if either person has no heirs, then all to the heirs of the other. The identities and respective shares of the aforesaid heirs are to be determined as if both Robert Milton Girouard and Joyce Legett Girouard had died intestate at the time stipulated for final distribution, unmarried and domiciled in Texas. With respect to property, the inheritance of which would be governed by the laws of the State of Louisiana, the heirs and legatees of the Beneficiaries, as provided by the laws of the State of Louisiana.

ARTICLE V

DISTRIBUTION TO MINORS

Notwithstanding anything contained herein to the contrary, the Trustee shall not deliver the share of any person under the age of eighteen (18) years entitled to share in the distribution of principal or income hereunder until such person shall attain the age of eighteen (18) years, unless the trust terminates prior to that time. The Trustee may, however, apply to the use of any such person so much of the principal or income to which such person is entitled as the Trustee, in his sole discretion, may deem proper for the health, education (including college and graduate and professional school), support and maintenance of such person. The Trustee may make payment of any income or principal, in his discretion, to the use of a person who has not yet attained the age of eighteen (18) years by making such payment to the parent or guardian of such person or by applying the same for the benefit of such person. The receipt of such parent or guardian of the expenditure of such money for the benefit of such person shall be a full and sufficient discharge to the Trustee for any such payment, whether or not there be any such payment or application, and whether or not any parent or guardian of such person is then financially able to educate or support or take care of such person and regardless of such person's other sources of income. The Trustee may accumulate for the benefit of a person who has not yet attained the age of eighteen (18)

years so much of such income as the Trustee in his sole discretion does not apply for the health, education (including college and graduate and professional school), support and maintenance of such person. Upon the attainment by such person of the age of eighteen (18) years, the Trustee shall pay such accumulated income to such Beneficiary in addition to other payments of principal or income to which Beneficiary shall then become entitled.

ARTICLE VI

INVASION OF TRUST ESTATE

Each Beneficiary of this Trust shall have the right in any calendar year to withdraw from the principal of the trust estate an amount of specific assets which is not in excess of the lesser of the additions to the trust estate in that calendar year or in the dollar limitations on lapsed powers specified by Section 2041(a)(2) of the Internal Revenue Code, as amended, or any corresponding statute hereafter in effect. This right of withdrawal shall be exercised by each Beneficiary notifying the Trustee in writing to that effect, specifying the cash or assets at current market value which he desires to withdraw. If at any time a Beneficiary is a minor, or fails in legal capacity for any reason, the Beneficiary's guardian may make such demand on behalf of such Beneficiary. Such right of withdrawal shall be noncumulative. The Trustee shall annually notify each Beneficiary or his guardian of his right.

ARTICLE VII

POWERS, DUTIES AND COMPENSATION OF TRUSTEE

7.01 In order to carry out the purposes of this Trust Agreement, the Trustee, in addition to all other powers granted by law, shall have the following powers and discretions:

- (1) To continue to hold any and all property received by the Trustee or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Trustee, in exercising reasonable prudence, discretion and intelligence, considers that the retention is the best interests of the trust.
- (2) To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own accounts.
- (3) To exercise, respecting securities held in the trust estate, all the rights, powers and privileges of an owner, including, but not limited to, the power to vote, give proxies and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to deposit securities with and transfer to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.
- (4) To hold securities or other trust property in the name of the Trustee as Trustee under each trust or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.
- (5) To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the trust estate, any business or partnership interests received by the trust estate.
- (6) To sell for cash or on deferred payments at public or private sale, to exchange and to convey any property of the trust estate.
- (7) To abandon any trust asset or interest therein in the discretion of the Trustee.
- (8) To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the trust estate.
- (9) To lease any real or personal property of the trust estate for any purposes for terms within or extending beyond the duration of any trust.
- (10) To manage, control, improve and repair real and personal property belonging to the trust estate.
- (11) To partition, divide, subdivide, assign, develop and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or

partition by giving or receiving consideration; and to dedicate land or easement to public use with or without consideration.

- (12) To make ordinary and extraordinary repairs and alterations in building or other trust property, to demolish any improvements, to raze party walls or buildings and to erect new party walls or buildings as the Trustee deems advisable.
- (13) To borrow money for any trust purpose from any person, firm or corporation on the terms and conditions deemed appropriate by the Trustee and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using whatever procedures to consummate the transaction deemed advisable by the Trustee; and to replace, renew and extend any encumbrances and to pay loans or other obligations of the trust estate deemed advisable by the Trustee.
- (14) To enter into oil, gas, liquid or gaseous hydrocarbon, sulphur, metal and any and all other natural resource leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the exploration, development, operation and conservation of properties containing minerals or other natural resources; to drill, mine and otherwise operate for the development of oil, gas and other minerals; to contract for the installation and operation of absorption and repressuring plants; and to install and maintain pipelines.
- (15) To procure and carry at the expense of the trust estate insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the trust estate and the Trustee against any hazard.
- (16) To enforce any deed of trust, mortgage or pledge held by the trust estate and to purchase at any sale thereunder any property subject to any such hypothecation.
- (17) To extend the time of payments of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Trustee.
- (18) To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.
- (19) To commence or defend at the expense of the trust estate any litigation affecting each trust or any property of the trust estate deemed advisable by the Trustee.
- (20) To pay all taxes, assessments, compensation of the Trustee and all other expenses incurred in the collection, care, administration and protection of the trust estate.

- (21) To employ any attorney, investment adviser, accountant, broker, tax specialist or any other agent deemed necessary in the discretion of the Trustee; and to pay from the trust estate reasonable compensation for all services performed by any of them.
- (22) On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution.
- (23) To do all the acts, to take all the proceedings and to exercise all the rights, powers and privileges which an absolute owner of the property would have, subject always to the discharge of his fiduciary obligations; the enumeration of certain powers in this Trust shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on him by law or that may be necessary to enable the Trustee to administer this trust in accordance with its provisions, subject to any limitations specified in this Trust.

7.02 All powers given to the Trustee by this Trust Agreement are exercisable by the Trustee in a fiduciary capacity. No power given to the Trustee hereunder shall be construed to enable the Trustor or any other person to purchase, exchange or otherwise deal with or dispose of the principal or income therefrom for less than adequate consideration in money or money's worth; to permit the Trustor or any other contributor to the trust to borrow income or principal; or to authorize loans to a person other than the Trustor or any other contributor to the trust except on the basis of an adequate interest charge and an adequate security. No person, other than the Trustee, shall have or exercise the power or vote or direct the voting of any corporate shares or other securities of this trust, to control the investment of this trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of this trust by substituting other property of equivalent value.

7.03 The Trustee shall determine what is income and what is principal of each trust created under this Trust Agreement, and what expenses, costs, taxes and charges of any kind whatever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Texas as they now exist and may from time to time be enacted, amended or repealed.

7.04 The Trustee shall receive reasonable compensation for the services rendered by him.

7.05 No bond for the faithful performance of duties hereunder shall be required of the Trustee.

7.06 No Trustee appointed under this Trust Agreement shall at any time be held liable for any action or default of himself or his agent or of any other person in connection with the administration of the trust estate, unless caused by his own gross negligence or by the willful commission by him of an act in breach of trust.

ARTICLE VIII

SUCCESSOR TRUSTEE

8.01 If the Trustee named hereinabove is unable or unwilling to act or to continue to act as Trustee, then a successor Trustee may be designated by the agreement of a majority of the then living Beneficiaries of the trust. The term "Trustee" as used herein shall mean any alternate or successor Trustee who serves under the provisions of this agreement.

8.02 Any Trustee serving hereunder may resign by delivering written notice of intention to do so by registered mail to the living Trustors, if no Trustor is living, to all the adult beneficiaries and the custodians or guardians of all minor beneficiaries then entitled to receive distributions hereunder.

8.03 Upon the payment and delivery to any successor Trustee of all the property and assets of the trust estate, and after full settlement of accounts, the responsibilities and liabilities of the resigning or removed Trustee shall terminate. No successor Trustee shall be required to investigate the acts of any predecessor Trustee, nor be responsible for any of the acts or omissions of any predecessor Trustee.

ARTICLE IX
SPENDTHRIFT PROVISION

The interest of the Beneficiaries in the principal or income of any trust created hereunder shall not be subject to the claims of their creditors or creditors of others, including creditors of a spouse of a married beneficiary, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE X
RULE AGAINST PERPETUITIES

Notwithstanding anything to the contrary herein contained, if any share of the trust estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last survivor of Robert Milton Girouard or Joyce Legette Girouard, and their issue living at the date of this Agreement, then, on the day before the end of such period, such share shall nevertheless vest in the person or persons then entitled to receive the income therefrom. The principal and all accrued and accumulated but undistributed income of such share shall be distributed to such person or persons in the proportions in which such person or persons are then entitled to receive income, and in equal shares among all persons who are then included in any group entitled to receive income in the discretion of the Trustee.

ARTICLE XI
LIFE INSURANCE POLICIES

11.01 In the event that life insurance policies, or the proceeds thereof, become part of the trust estate, then the provisions of this Article shall also apply. In the event of a conflict between the provisions of this Article and the other provisions of this Trust Agreement, standard rules of construction shall be used to resolve the conflict.

11.02 The Trustee is hereby vested with all right, title and interest in and to any policies of insurance which may become part of the trust estate, and he is authorized and empowered to exercise and enjoy, for the purposes of the trust herein created and as absolute owner of such policies, all the options, benefits, rights and privileges thereunder, including the right to borrow upon such policies and to pledge them as collateral for any loan. The insurer under such policy is hereby authorized and directed to recognize the Trustee as absolute owner of such policy and as fully entitled to all options, rights, privileges and interests under such policy.

11.03 The Trustee may, in his discretion, pay the premiums which become due and payable on any such policy out of the principal and/or income of the trust estate. However, the Trustee shall be under no responsibility or liability of any kind in case such premiums are not paid, except that the Trustee shall apply any dividends received by him on such policy to the payment of premiums thereon. Further, the Trustee shall be under no duty to notify any person of the non-payment of such premiums. Upon notice at any time during the continuance of this trust that the premiums due upon such policy are in default, or that premiums to become due will not be paid, either by a Trustor or by any other person, the Trustee, within his sole discretion, may apply any cash value attributable to such policy to the purchase of paid up

insurance or extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon its forfeiture for non-payment of premiums, such sums shall be allocated pro rata among the Beneficiaries' shares of the trust estate.

11.04 Upon the death of an insured under any such policy, the Trustee shall take all necessary steps to collect all the proceeds of such insurance policy. The Trustee is authorized and empowered to do any and all things which in his discretion are necessary to collect such proceeds, including, but not limited to, the following:

- (1) To execute and deliver releases, receipts and all other necessary papers;
- (2) To compromise and adjust any disputed claims in such manner as the Trustee deems just; and
- (3) To bring suit upon any policy, the payment of which is contested by the insurer, and to pay the expenses of any such suit, including attorney's fees, from the principal or income of the trust estate, or from any other insurance proceeds.

Upon the collection of the proceeds of any insurance policy held hereunder, the Trustee shall add such proceeds to the trust estate and shall hold the same in trust, manage, invest and reinvest the same, collect the income therefrom, and dispose of the principal and any income therefrom in the manner provided in Article IV of this Trust Agreement.

ARTICLE XIII

TRANSACTIONS WITH ESTATES OF TRUSTORS

12.01 Upon the death of a Trustor, the Trustee may, within his discretion, purchase and retain as investments any property, real or personal, from the estate of the deceased Trustor at a fair value. The propriety of the purchase, the amount of such assets purchased and the ascertainment of fair value shall be solely within the discretion of the Trustee.

The Trustee shall incur no liability as a result of such purchase or purchases, whether or not such assets constitute investments which may be legally made by Trustee.

12.02 Upon the death of a Trustor, the Trustee may, within his discretion, make loans to the deceased Trustor's executors, administrators or other Trustees, on such terms as the Trustee deems advisable. The propriety of any such loan, the amount thereof, and the terms shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such loan or loans.

ARTICLE XIII

CONSTRUCTION OF TRUST

13.01 The validity and administration of any trust established hereunder in all questions relating to the construction or interpretation of any such trust shall be governed by the laws of the State of Texas.

13.02 The following terms, as used in this trust, mean:

- (1) The terms "Beneficiary" and "Beneficiaries" refer to the children of Robert Milton Girouard and wife, Joyce Legette Girouard, and where appropriate, the heirs or legattes of any Beneficiary.
- (2) The term "issue" means lawful blood descendants in the first, second and any other degree of the ancestor designated, and includes legally adopted children.

13.03 As used in this Trust Agreement, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

ARTICLE XIV

ACCEPTANCE OF TRUST ESTATE

The Trustee hereby accepts the trust estate created by this Agreement and agrees to carry out the provisions hereof according to the best of his ability, but no Trustee shall be responsible for any mistake in judgment or for any decrease in value of or loss to the trust estate or for any cause whatever except his own bad faith or gross negligence.

IN WITNESS WHEREOF, this Trust Agreement has been signed
by the Trustors and the Trustee on this 15th day of October,
19 79.

TRUSTORS: *Robert Milton Girouard* TRUSTEE: *Zackie Pines Evans*
ROBERT MILTON GIROUARD, ZACKIE PINES EVANS

Joyce Leggett Girouard
JOYCE LEGGETT GIROUARD
Sagness Girouard, Jr.
SAGNESS GIROUARD, JR.

Margaret Spitzer Girouard
MARGARET SPITZER GIROUARD
Terry Clay Girouard
TERRY CLAY GIROUARD
Sandra Shaw Girouard
SANDRA SHAW GIROUARD

Witnesses to all of the above signatures.

Robert R. Farmer
ROBERT R. FARMER
Sagness Girouard, III
SAGNESS GIROUARD, III

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally
appeared ROBERT R. FARMER, who, being by me duly sworn, stated under
oath that he was one of the subscribing witnesses to the foregoing
instrument and that the same was signed by TERRY CLAY GIROUARD and
wife, SANDRA SHAW GIROUARD, ZACKIE PINES EVANS, TRUSTEE, SAGNESS
GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON
GIROUARD and wife, JOYCE LEGGETT GIROUARD in his presence and in the
presence of the other subscribing witness.

Robert R. Farmer
ROBERT R. FARMER

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of
October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

THE STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally appeared SAGNESS GIROUARD, III, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, ZACKIE PINES EVANS, TRUSTEE, SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD and wife, JOYCE LEGGETT GIROUARD, in his presence and in the presence of the other subscribing witness.

Sagness Girouard, III
SAGNESS GIROUARD, III

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of
October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

ACT OF DONATION

STATE OF LOUISIANA

PARRISH OF LAFAYETTE

BE IT KNOWN that on this the 15th day of October, 1979, before me, the undersigned notary public, in and for the State of Texas, County of Brazoria, duly commissioned as a notary public by the State of Texas, as such, personally came and appeared:

ROBERT MILTON GIROUARD, married to and living with JOYCE LEGETTE GIROUARD, and the said JOYCE LEGETTE GIROUARD, individually, residents of the City of Freeport, Brazoria County, Texas, hereinafter referred to as "Donors"

who declared:

That they do by these presents irrevocably GIVE, GRANT, CONVEY, TRANSFER and DONATE inter vivos unto ZACKIE PINES EVANS, Trustee, and undivided one-half interest in and to all oil, gas and other minerals on, under and which may be produced from that certain real property which is more particularly described on Exhibit "A" (which is attached hereto and incorporated herein by reference), in and to which real property Donors own, together, an undivided one-third interest. The said ZACKIE PINES EVANS, Trustee, shall hold said interest in trust for the following uses: an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Sagness Girouard Jr. Inter Vivos Trust Number One; an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Robert Milton Girouard Inter Vivos Trust Number One; and an undivided one-eighteenth interest shall be held by him as Trustee for and under the provisions of the Terry Clay Girouard Inter Vivos Trust Number One.

This donation is made subject to any oil, gas and mineral leases now affecting said real property.

AND TO THESE PRESENTS PERSONALLY CAME AND APPEARED: ZACKIE PINES EVANS, Trustee, Donee herein who accepts the donation hereby made to him.

The Donors and Donee agree to execute and deliver from time to time, and as often as required, all such transfer orders, division orders and other written instruments and assurances as may be acquired or appropriate to effect the purposes of this donation.

THUS DONE AND SIGNED in the County of Brazoria, State of Texas, on this the 15th day of October, 1979, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary Public, after a due reading of the whole.

DONORS:

Robert Milton Girovard
ROBERT MILTON GIROUARD

Joyce Legette Girovard
JOYCE LEGETTE GIROUARD

WITNESSES:

[Signature]
Robert P. Turner

DONEE:

Zackie Pines Evans, Trustee
ZACKIE PINES EVANS, Trustee

Bm Hardin
NOTARY PUBLIC

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT MILTON GIROUARD, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Bm Hardin
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared JOYCE LEGETTE GIROUARD who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Bm Hardin
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ZACKIE PINES EVANS, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Ben Hardi
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acres more or less, situated in Section(s) 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #590305, #600473, #619587, #649157, #454792, #454793, #468052, #477633, #484101, #488512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484101, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314, and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Griouard.

EXHIBIT "A"

CLERK OF COURT
EAST ORANGE, N.J.
JAN 15 1985

FILE NO.

85-C34870

Cathy Spitzer

THE TERRY CLAY GIROUARD INTER VIVOS
TRUST NUMBER ONE

between

TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD
ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD
AND
SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, TRUSTORS

AND

ZACKIE PINES EVANS, TRUSTEE

TRUST AGREEMENT

This Trust Agreement is entered into among SAGNESS GIROUARD, JR., and wife, MARGARET SPITZER GIROUARD, residents of Brazoria County, Texas, ROBERT MILTON GIROUARD and wife, JOYCE LEGETTE GIROUARD, residents of Brazoria County, Texas, and TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, residents of Lafayette Parish, Louisiana (hereafter collectively referred to as "Trustors"), and ZACKIE PINES EVANS, a resident of Brazoria County, Texas (hereafter referred to as "Trustee").

ARTICLE I

TRUST ESTATE

1.01 The Trustors have GIVEN, GRANTED, CONVEYED, TRANSFERRED and DONATED to the Trustee, without consideration, the property described on Exhibit "A", which is attached hereto and incorporated herein by reference. The receipt of such property is hereby acknowledged by the Trustee. Said property, together with any other property hereafter acquired by the Trustee subject to this Trust Agreement, shall constitute the trust estate and shall be held, managed, administered and distributed by the Trustee as provided hereinafter.

1.02 The Trustors or any other person may from time to time add additional property to this Trust, which property shall become part of the trust estate when received and accepted by the Trustee.

ARTICLE II

BENEFICIARIES

The Beneficiaries of this Trust shall be the children of Terry Clay Girouard and wife, Sandra Shaw Girouard. At the time of execution of this Trust, they have two (2) children, who are named as follows:

- A. CRAIG CARLTON GIROUARD, a son who resides in Lafayette Parish, Louisiana;
- B. LYNDON CLAY GIROUARD, a son who resides in Lafayette Parish, Louisiana.

The Trustors acknowledge that the above named beneficiaries are all of the children of Terry Clay Girouard and wife, Sandra Shaw Girouard, as of the date of this Agreement.

ARTICLE III

IRREVOCABILITY OF TRUST

This Trust shall be irrevocable and shall not be altered, amended, revoked or terminated by the Trustors. The Trustors hereby expressly acknowledge that they have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the Trust in whole or in part, or to designate the persons who shall possess or shall enjoy the trust property or the income therefrom. By this Trust Agreement the Trustors intend to hereby absolutely relinquish all possession or enjoyment of, or right to the income from, the Trust property, together with any interest of any nature, present or future, in the Trust property.

ARTICLE IV

DISTRIBUTIONS FROM TRUST ESTATE

Upon receipt of any property to be included in the trust estate, the Trustee shall:

- 4.01 Divide the trust estate into as many equal shares as there are Beneficiaries then living, and Beneficiaries then deceased, but leaving heirs or legatees. Each share shall constitute and be held, administered and distributed by the Trustee as a separate trust.
 - (a) One equal share shall be set aside for the benefit of each of the above Beneficiaries who may be then living and shall constitute the trust estate of such person's trust.
 - (b) One equal share shall be set aside for the benefit of the above named Beneficiaries who may then be deceased, if the said deceased Beneficiary has left heirs or legatees, such share or shares to be held by the Trustee for the benefit of all of the heirs and legatees of the deceased Beneficiary.

4.02 Apply and distribute the net income and principal of each share of the trust estate set aside for the benefit of the above named Beneficiaries as follows:

- (a) Until December 31, 2010, the Trustee shall pay to or apply for the benefit of each Beneficiary, in monthly or other convenient installments so much of the net income, and if the net income is insufficient, so much of the principal, up to the whole thereof, from his or her share of the trust estate as the Trustee in his discretion deems advisable for the Beneficiary's proper welfare, support, maintenance and education (including college, and graduate and professional school). The Trustee shall accumulate and add to the principal of each Beneficiary's share of the trust estate the balance, if any, of said net income.
- (b) On December 31, 2010, the Trustee shall distribute to each Beneficiary the then balance of the principal of his or her share of the trust estate, together with any accumulated income, subject to the provisions of Article V.
- (c) If any Beneficiary for whom a share of the trust estate has been set aside should die prior to December 31, 2010, then the share of such Beneficiary shall be held in trust for the heirs or legatees of such deceased Beneficiary until December 31, 2010, and shall be held, administered and distributed in the same manner as the other share of the trust estate. However, if there should be no heirs or legatees, then the deceased Beneficiary's share shall be divided per stirpes among the shares set aside for the benefit of the remaining Beneficiaries, to be held, administered and distributed in the same manner as such other shares.
- (d) Notwithstanding any other provisions herein, this trust shall not continue, under any circumstances, beyond the longest term as authorized by law, and in the event there is any termination of the trust by operation of law, the Trustee shall distribute the entirety of the net income and principal as of that time.

4.03 If all Beneficiaries should die prior to final distribution of the trust estate, the remaining balance of the trust estate shall be distributed in the following manner: With respect to property, the inheritance of which is governed by the laws of the State of Texas, one-half (1/2) to those persons who would then be the heirs under Texas law of Terry Clay Girouard, and one-half (1/2) to those who would then be the heirs under Texas law of Sandra Shaw Girouard; and if either person has no heirs, then all to the heirs of the other. The identities and respective shares of the aforesaid heirs are to be determined as if both Terry Clay Girouard and Sandra Shaw Girouard had died

intestate at the time stipulated for final distribution, unmarried and domiciled in Texas. With respect to property, the inheritance of which would be governed by the laws of the State of Louisiana, the heirs and legatees of the Beneficiaries, as provided by the laws of the State of Louisiana.

ARTICLE V

DISTRIBUTION TO MINORS

Notwithstanding anything contained herein to the contrary, the Trustee shall not deliver the share of any person under the age of eighteen (18) years entitled to share in the distribution of principal or income hereunder until such person shall attain the age of eighteen (18) years, unless the trust terminates prior to that time. The Trustee may, however, apply to the use of any such person so much of the principal or income to which such person is entitled as the Trustee, in his sole discretion, may deem proper for the health, education (including college and graduate and professional school), support and maintenance of such person. The Trustee may make payment of any income or principal, in his discretion, to the use of a person who has not yet attained the age of eighteen (18) years by making such payment to the parent or guardian of such person or by applying the same for the benefit of such person. The receipt of such parent or guardian of the expenditure of such money for the benefit of such person shall be a full and sufficient discharge to the Trustee for any such payment, whether or not there be any such payment or application, and whether or not any parent or guardian of such person is then financially able to educate or support or take care of such person and regardless of such person's other sources of income. The Trustee may accumulate for the benefit of a person who has not yet attained the age of eighteen (18) years so much of such income as the Trustee in his sole discretion does not apply for the health, education (including college and graduate and professional school),

support and maintenance of such person. Upon the attainment by such person of the age of eighteen (18) years, the Trustee shall pay such accumulated income to such Beneficiary in addition to other payments of principal or income to which Beneficiary shall then become entitled.

ARTICLE VI

INVASION OF TRUST ESTATE

Each Beneficiary of this Trust shall have the right in any calendar year to withdraw from the principal of the trust estate an amount of specific assets which is not in excess of the lesser of the additions to the trust estate in that calendar year or in the dollar limitations on lapsed powers specified by Section 2041(a)(2) of the Internal Revenue Code, as amended, or any corresponding statute hereafter in effect. This right of withdrawal shall be exercised by each Beneficiary notifying the Trustee in writing to that effect, specifying the cash or assets at current market value which he desires to withdraw. If at any time a Beneficiary is a minor, or falls in legal capacity for any reason, the Beneficiary's guardian may make such demand on behalf of such Beneficiary. Such right of withdrawal shall be noncumulative. The Trustee shall annually notify each Beneficiary or his guardian of his right.

ARTICLE VII

POWERS, DUTIES AND COMPENSATION OF TRUSTEE

7.01 In order to carry out the purposes of this Trust Agreement, the Trustee, in addition to all other powers granted by law, shall have the following powers and discretions:

- (1) To continue to hold any and all property received by the Trustee or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Trustee, in exercising reasonable prudence, discretion and intelligence, considers that the retention is the best interests of the trust.

- (2) To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own accounts.
- (3) To exercise, respecting securities held in the trust estate, all the rights, powers and privileges of an owner, including, but not limited to, the power to vote, give proxies and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to deposit securities with and transfer to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.
- (4) To hold securities or other trust property in the name of the Trustee as Trustee under each trust or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.
- (5) To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the trust estate, any business or partnership interests received by the trust estate.
- (6) To sell for cash or on deferred payments at public or private sale, to exchange and to convey any property of the trust estate.
- (7) To abandon any trust asset or interest therein in the discretion of the Trustee.
- (8) To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the trust estate.
- (9) To lease any real or personal property of the trust estate for any purposes for terms within or extending beyond the duration of any trust.
- (10) To manage, control, improve and repair real and personal property belonging to the trust estate.
- (11) To partition, divide, subdivide, assign, develop and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easement to public use with or without consideration.
- (12) To make ordinary and extraordinary repairs and alterations in building or other trust property, to demolish any improvements, to raze party walls or buildings and to erect new party walls or buildings

as the Trustee deems advisable.

- (13) To borrow money for any trust purpose from any person, firm or corporation on the terms and conditions deemed appropriate by the Trustee and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using whatever procedures to consummate the transaction deemed advisable by the Trustee; and to replace, renew and extend any encumbrances and to pay loans or other obligations of the trust estate deemed advisable by the Trustee.
- (14) To enter into oil, gas, liquid or gaseous hydrocarbon, sulphur, metal and any and all other natural resource leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the exploration, development, operation and conservation of properties containing minerals or other natural resources; to drill, mine and otherwise operate for the development of oil, gas and other minerals; to contract for the installation and operation of absorption and repressuring plants; and to install and maintain pipelines.
- (15) To procure and carry at the expense of the trust estate insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the trust estate and the Trustee against any hazard.
- (16) To enforce any deed of trust, mortgage or pledge held by the trust estate and to purchase at any sale thereunder any property subject to any such hypothecation.
- (17) To extend the time of payments of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Trustee.
- (18) To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.
- (19) To commence or defend at the expense of the trust estate any litigation affecting each trust or any property of the trust estate deemed advisable by the Trustee.
- (20) To pay all taxes, assessments, compensation of the Trustee and all other expenses incurred in the collection, care, administration and protection of the trust estate.
- (21) To employ any attorney, investment adviser, accountant, broker, tax specialist or any other agent deemed necessary in the discretion of the Trustee; and to pay from the trust estate reasonable compensation for all services performed by any of them.
- (22) On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in

the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution.

- (23) To do all the acts, to take all the proceedings and to exercise all the rights, powers and privileges which an absolute owner of the property would have, subject always to the discharge of his fiduciary obligations; the enumeration of certain powers in this Trust shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on him by law or that may be necessary to enable the Trustee to administer this trust in accordance with its provisions, subject to any limitations specified in this Trust.

7.02 All powers given to the Trustee by this Trust Agreement are exercisable by the Trustee in a fiduciary capacity. No power given to the Trustee hereunder shall be construed to enable the Trustor or any other person to purchase, exchange or otherwise deal with or dispose of the principal or income therefrom for less than adequate consideration in money or money's worth; to permit the Trustor or any other contributor to the trust to borrow income or principal; or to authorize loans to a person other than the Trustor or any other contributor to the trust except on the basis of an adequate interest charge and an adequate security. No person, other than the Trustee, shall have or exercise the power or vote or direct the voting of any corporate shares or other securities of this trust, to control the investment of this trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of this trust by substituting other property of equivalent value.

7.03 The Trustee shall determine what is income and what is principal of each trust created under this Trust Agreement, and what expenses, costs, taxes and charges of any kind whatever shall be charged against income and what shall be charged against principal in accordance with the applicable

statutes of the State of Texas as they now exist and may from time to time be enacted, amended or repealed.

7.04 The Trustee shall receive reasonable compensation for the services rendered by him.

7.05 No bond for the faithful performance of duties hereunder shall be required of the Trustee.

7.06 No Trustee appointed under this Trust Agreement shall at any time be held liable for any action or default of himself or his agent or of any other person in connection with the administration of the trust estate, unless caused by his own gross negligence or by the willful commission by him of an act in breach of trust.

ARTICLE VIII
SUCCESSOR TRUSTEE

8.01 If the Trustee named hereinabove is unable or unwilling to act or to continue to act as Trustee, then a successor Trustee may be designated by the agreement of a majority of the then living Beneficiaries of the trust. The term "Trustee" as used herein shall mean any alternate or successor Trustee who serves under the provisions of this agreement.

8.02 Any Trustee serving hereunder may resign by delivering written notice of intention to do so by registered mail to the living Trustors, if no Trustor is living, to all the adult beneficiaries and the custodians or guardians of all minor beneficiaries then entitled to receive distributions hereunder.

8.03 Upon the payment and delivery to any successor Trustee of all the property and assets of the trust estate, and after full settlement of accounts, the responsibilities and liabilities of the resigning or removed Trustee shall terminate. No successor Trustee shall be required to investigate the acts of any predecessor Trustee, nor be

responsible for any of the acts or omissions of any predecessor Trustee.

ARTICLE IX

SPENDTHRIFT PROVISION

The interest of the Beneficiaries in the principal or income of any trust created hereunder shall not be subject to the claims of their creditors or creditors of others, including creditors of a spouse of a married beneficiary, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE X

RULE AGAINST PERPETUITIES

Notwithstanding anything to the contrary herein contained, if any share of the trust estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last survivor of Terry Clay Girouard or Sandra Shaw Girouard, and their issue living at the date of this Agreement, then, on the day before the end of such period, such share shall nevertheless vest in the person or persons then entitled to receive the income therefrom. The principal and all accrued and accumulated but undistributed income of such share shall be distributed to such person or persons in the proportions in which such person or persons are then entitled to receive income, and in equal shares among all persons who are then included in any group entitled to receive income in the discretion of the Trustee.

ARTICLE XI

LIFE INSURANCE POLICIES

11.01 In the event that life insurance policies, or the proceeds thereof, become part of the trust estate, then the provisions of this Article shall also apply. In the event of a conflict between the provisions of this Article and the

other provisions of this Trust Agreement, standard rules of construction shall be used to resolve the conflict.

11.02 The Trustee is hereby vested with all right, title and interest in and to any policies of insurance which may become part of the trust estate, and he is authorized and empowered to exercise and enjoy, for the purposes of the trust herein created and as absolute owner of such policies, all the options, benefits, rights and privileges thereunder, including the right to borrow upon such policies and to pledge them as collateral for any loan. The insurer under such policy is hereby authorized and directed to recognize the Trustee as absolute owner of such policy and as fully entitled to all options, rights, privileges and interests under such policy.

11.03 The Trustee may, in his discretion, pay the premiums which become due and payable on any such policy out of the principal and/or income of the trust estate. However, the Trustee shall be under no responsibility or liability of any kind in case such premiums are not paid, except that the Trustee shall apply any dividends received by him on such policy to the payment of premiums thereon. Further, the Trustee shall be under no duty to notify any person of the non-payment of such premiums. Upon notice at any time during the continuance of this trust that the premiums due upon such policy are in default, or that premiums to become due will not be paid, either by a Trustor or by any other person, the Trustee, within his sole discretion, may apply any cash value attributable to such policy to the purchase of paid up insurance or extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon its forfeiture for non-payment of premiums, such sums shall

be allocated pro rata among the Beneficiaries' shares of the trust estate.

11.04 Upon the death of an insured under any such policy, the Trustee shall take all necessary steps to collect all the proceeds of such insurance policy. The Trustee is authorized and empowered to do any and all things which in his discretion are necessary to collect such proceeds, including, but not limited to, the following:

- (1) To execute and deliver releases, receipts and all other necessary papers;
- (2) To compromise and adjust any disputed claims in such manner as the Trustee deems just; and
- (3) To bring suit upon any policy, the payment of which is contested by the insurer, and to pay the expenses of any such suit, including attorney's fees, from the principal or income of the trust estate, or from any other insurance proceeds.

Upon the collection of the proceeds of any insurance policy held hereunder, the Trustee shall add such proceeds to the trust estate and shall hold the same in trust, manage, invest and reinvest the same, collect the income therefrom, and dispose of the principal and any income therefrom in the manner provided in Article IV of this Trust Agreement.

ARTICLE XII

TRANSACTIONS WITH ESTATES OF TRUSTORS

12.01 Upon the death of a Trustor, the Trustee may, within his discretion, purchase and retain as investments any property, real or personal, from the estate of the deceased Trustor at a fair value. The propriety of the purchase, the amount of such assets purchased and the ascertainment of fair value shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such purchase or purchases, whether or not such assets constitute investments which may be legally made by Trustee.

12.02 Upon the death of a Trustor, the Trustee may, within his discretion, make loans to the deceased Trustor's executors, administrators or other Trustees, on such terms as

the Trustee deems advisable. The propriety of any such loan, the amount thereof, and the terms shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such loan or loans.

ARTICLE XIII

CONSTRUCTION OF TRUST

13.01 The validity and administration of any trust established hereunder in all questions relating to the construction or interpretation of any such trust shall be governed by the laws of the State of Texas.

13.02 The following terms, as used in this trust, mean:

- (1) The terms "Beneficiary" and "Beneficiaries" refer to the children of Terry Clay Girouard and wife, Sandra Shaw Girouard, and where appropriate, the heirs or legattes of any Beneficiary.
- (2) The term "issue" means lawful blood descendants in the first, second and any other degree of the ancestor designated, and includes legally adopted children.




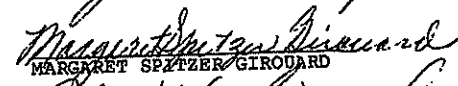


13.03 As used in this Trust Agreement, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

ARTICLE XIV



ACCEPTANCE OF TRUST ESTATE

The Trustee hereby accepts the trust estate created by this Agreement and agrees to carry out the provisions hereof according to the best of his ability, but no Trustee shall be responsible for any mistake in judgment or for any decrease in value of or loss to the trust estate or for any cause whatever except his own bad faith or gross negligence.

IN WITNESS WHEREOF, this Trust Agreement has been signed
by the Trustors and the Trustee on this 15th day of October,
1979.

TRUSTORS: TRUSTEE:

TERRY CLAY GIROUARD ZACKIE PINES EVANS

SANDRA SHAW GIROUARD

SAGNESS GIROUARD, JR.

MARGARET SPITZER GIROUARD

ROBERT MILTON GIROUARD

JOYCE LEGGETT GIROUARD

Witnesses to all of the above signatures.


ROBERT R. FARMER

SAGNESS GIROUARD, III

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally
appeared ROBERT R. FARMER, who, being by me duly sworn, stated under
oath that he was one of the subscribing witnesses to the foregoing
instrument and that the same was signed by TERRY CLAY GIROUARD and
wife, SANDRA SHAW GIROUARD, ZACKIE PINES EVANS, TRUSTEE, SAGNESS
GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON
GIROUARD and wife, JOYCE LEGGETT GIROUARD in his presence and in the
presence of the other subscribing witness.


ROBERT R. FARMER

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

THE STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned Notary Public, on this day personally appeared SAGNESS GIROUARD, III, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by TERRY CLAY GIROUARD and wife, SANDRA SHAW GIROUARD, ZACKIE PINES EVANS, TRUSTEE, SAGNESS GIROUARD, JR. and wife, MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD and wife, JOYCE LEGGETT GIROUARD in his presence and in the presence of the other subscribing witness.

Sagness Girouard, III
SAGNESS GIROUARD, III

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of October, 1979.

Ben Hardin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name: Ben Hardin
My commission expires:
10-31-80

ACT OF DONATION

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN that on this the 15 day of October,
1979, before me, the undersigned notary public, in and for the
State of Texas, County of Brazoria, duly commissioned as a notary
public by the State of Texas, as such, personally came and appeared:

TERRY CLAY GIROUARD, married to and living with SANDRA SHAW
GIROUARD, and the said SANDRA SHAW GIROUARD, individually,
residents of the City of Broussard, Louisiana, hereinafter
referred to as "Donors"

who declared:

That they do by these presents irrevocably GIVE, GRANT,
CONVEY, TRANSFER and DONATE inter vivos unto ZACKIE PINES EVANS,
Trustee, and undivided one-half interest in and to all oil, gas
and other minerals on, under and which may be produced from that
certain real property which is more particularly described on
Exhibit "A" (which is attached hereto and incorporated herein by
reference), in and to which real property Donors own, together,
an undivided one-third interest. The said ZACKIE PINES EVANS,
Trustee, shall hold said interest in trust for the following
uses: an undivided one-eighteenth interest shall be held by him
as Trustee for and under the provisions of the Sagness Girouard
Jr. Inter Vivos Trust Number One; an undivided one-eighteenth
interest shall be held by him as Trustee for and under the provisions
of the Robert Milton Girouard Inter Vivos Trust Number One; and
an undivided one-eighteenth interest shall be held by him as
Trustee for and under the provisions of the Terry Clay Girouard
Inter Vivos Trust Number One.

This donation is made subject to any oil, gas and mineral
leases now affecting said real property.

AND TO THESE PRESENTS PERSONALLY CAME AND APPEARED: ZACKIE
PINES EVANS, Trustee, Donee herein who accepts the donation
hereby made to him.

The Donors and Donee agree to execute and deliver from time
to time, and as often as required, all such transfer orders,
division orders and other written instruments and assurances as
may be acquired or appropriate to effect the purposes of this
donation.

THUS DONE AND SIGNED in the County of Brazoria, State of Texas, on this the 15 day of October, 1979, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary Public, after a due reading of the whole.

DONORS: Jerry Clay Girouard
TERRY CLAY GIROUARD
Sandra Shaw Girouard
SANDRA SHAW GIROUARD

WITNESSES: Robert R. Finner
Robert R. Finner

DONEE: Zackie Fines Evans
ZACKIE FINES EVANS, Trustee

Bm Hardi
NOTARY PUBLIC

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared TERRY CLAY GIROUARD, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Bm Hardi
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared SANDRA SHAW GIROUARD, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

Bm Hardi
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ZACKIE PINES EVANS, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1979.

B. H. Hardi
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acres more or less, situated in Section(s) 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #590305, #600473, #619587, #649157, #454792, #454793, #468052, #477633, #484101, #488512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484101, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314, and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Girouard.

EXHIBIT "A"

NOTARY PUBLIC
OCT 17 1985
Ashley Katto

FILE NO.
85-034871

DECLARATION OF SEPARATE PROPERTY, FRUITS
AND REVENUES

BE IT KNOWN that on this the 3 day of October,
1985, before me, the undersigned Notary Public, duly commissioned
and qualified in and for the County of Dallas, State of
Texas, therein residing, and in the presence of the witnesses
hereinafter named and undersigned, personally came and appeared:

MAUREEN ELAINE GIROUARD MOORE, married to
and living with Jerry Moore,
who is domiciled in Dallas County, Texas,

who declared that a community property relationship exists under
the laws of the State of Texas between herself and her husband;
that she owns separate property in the State of Louisiana, including
but not limited to property in Lafayette Parish, Louisiana; that in
accordance with the provisions of the Louisiana Civil Code,
including but not limited to La. C.C. Art. 2339, she reserves all
fruits and revenues of her separate property, wherever located and
however administered, whether such fruits be natural or civil
fruits, including minerals produced from or attributable to her
separate property, and bonuses, delay rentals, royalties, and
shut-in payments arising from mineral leases with respect to her
separate property, or otherwise, which reservation shall be for
her own separate use and benefit, and it is her intention to
administer such property separately and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and
revenues derived from the Robert Milton Girouard Inter Vivos
Trust No. 1 executed in favor of your Appearer on October 15,
1979, and any fruits and revenues realized from the property
included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown,
in the presence of the undersigned witnesses and me, Notary,
after a due reading of the whole.

WITNESSES:
Pat Kelly
[Signature]

Maureen Elaine Girouard Moore
MAUREEN ELAINE GIROUARD MOORE

Commission Expires 6/17/86

Ashley Katto
NOTARY PUBLIC

STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

I hereby certify this to be a full and true copy of an
original instrument filed in my office on the _____ day of _____
and under the Record Number stamped herein to be
recorded in the _____ Records.

Given under my hand and seal of office this _____ day of _____
[Signature]
Notary Public

COURT
CLERK

FILE NO.

85-034872

DECLARATION OF SEPARATE NATURE OF FRUITS
AND REVENUES OF COURT

BE IT KNOWN that on this the 3 day of October,

1985, before me, the undersigned Notary Public, duly commissioned and qualified in and for the County of Dallas, State of Texas, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

VICKIE CORINNE GIROUARD COKER, married to and living with Dick Coker, domiciled in Dallas County, Texas,

who declared that a community property relationship exists under the laws of the State of Texas between herself and her husband; that she owns separate property in the State of Louisiana, including but not limited to property in Lafayette Parish, Louisiana; that in accordance with the provisions of the Louisiana Civil Code, including but not limited to La. C.C. Art. 2339, she reserves all fruits and revenues of her separate property, wherever located and however administered, whether such fruits be natural or civil fruits, including minerals produced from or attributable to her separate property, and bonuses, delay rentals, royalties, and shut-in payments arising from mineral leases with respect to her separate property, or otherwise, which reservation shall be for her own separate use and benefit, and it is her intention to administer such property separately and alone.

Without limiting the effect of the foregoing, this declaration shall be effective with respect to all fruits and revenues derived from the Robert Milton Girouard Inter Vivos Trust No. 1 executed in favor of your Appearer on October 15, 1979, and any fruits and revenues realized from the property included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown, in the presence of the undersigned witnesses and me, Notary, after a due reading of the whole.

WITNESSES:
[Signature]
[Signature]

Vickie Corinne Girouard Coker
VICKIE CORINNE GIROUARD COKER

Ashley Katto
NOTARY PUBLIC
Commission Expires 6/17/86

STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

I hereby certify this to be a full and true copy of an original instrument filed in my office on the date and hour and under the Registry Number specified hereon to be recorded in the _____
Conveyance _____
Mortgage _____
Chattel Mortgage _____
Records.
Given under my hand and seal of office this _____ day of _____, 19____.

[Signature]
DEPUTY CLERK & EX OFFICIO RECORDER

NOTARY PUBLIC
STATE OF TEXAS

FILE NO.
85-034873

SEP 17 1985
Carlynn Sauter

DECLARATION OF SEPARATE NATURE OF FRUITS
AND REVENUES

BE IT KNOWN, that on this the 29 day of September,

1985, before me, the undersigned Notary Public, duly commissioned
and qualified in and for the County of Brazoria, State of
Texas, therein residing, and in the presence of the witnesses
hereinafter named and undersigned, personally came and appeared:

MARK KEVIN GIROUARD, a single man
domiciled in Brazoria County, Texas,

who declared and said that he owns certain property in the State
of Louisiana, including but not limited to Lafayette Parish,
Louisiana; that in the event he marries, and in accordance with
the laws of the State of Louisiana, or any other State, he
becomes subject to a community of acquets and gains which would
thereafter exist between him and his wife, it is his desire, under
the provisions of the Louisiana Civil Code, including but not
limited to La. C.C. Art. 2339, to reserve all fruits of his
separate property, wherever located and however administered,
whether such fruits be natural or civil, including minerals
produced from or attributable to his separate property, and
bonuses, delay rentals, royalties, and shut-in payments arising
from mineral leases with respect to his separate property, or
otherwise, for his own separate use and benefit, and that is
is his intention to administer such property separate and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and
revenues derived from the Robert Milton Girouard Inter Vivos
Trust No. executed in favor of your Appearer on October 15,
1979, and any fruits and revenues realized from the property
included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown,
in the presence of the undersigned witnesses, and me, Notary,
after a due reading of the whole.

WITNESSES:
Robert R. Farmer
Raymond [unclear]

Mark Kevin Girouard
MARK KEVIN GIROUARD

Linda J. Greer
NOTARY PUBLIC

LINDA J. GREER
My Commission expires 09/30/88

STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

I hereby certify this to be a full and true copy of an original instrument filed in my office on the date and hour and under the Registry Number specified herein to be recorded in the Conveyance Records.

Given under my hand and seal of office this 14th day of May 1918.
Alvin P. Poirer
Notary Public

COURT
TELLA
STATE

FILE NO.
85-034874

DECLARATION OF SEPARATE NATURE OF ESTATE
AND REVENUE

BE IT KNOWN, that on this the 26th day of August

1985, before me, the undersigned Notary Public duly commissioned
and qualified in and for the Parish of Lafayette, State of
Louisiana therein residing, and in the presence of the
witnesses hereinafter named and undersigned, personally came and
appeared:

LYNDON CLAY GIROUARD, a single man domiciled
in Lafayette Parish, Louisiana,

who declared and said that he owns certain property in the State
of Louisiana, including but not limited to Lafayette Parish,
Louisiana; that in the event he marries, and that in accordance
with the laws of the State of Louisiana, or any other State, he
becomes subject to a community of acquets and gains which would
thereafter exist between him and his wife, it is his desire, under
the provisions of the Louisiana Civil Code, including but not
limited to La. C.C. Art. 2339, to reserve all fruits of his
separate property, wherever located and however administered,
whether such fruits be natural or civil, including minerals
produced from or attributable to his separate property, and
bonuses, delay rentals, royalties, and shut-in payments arising
from mineral leases with respect to his separate property, or
otherwise, for his own separate use and benefit, and that it
is his intention to administer such property separate and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and
revenues derived from the Terry Clay Girouard Inter Vivos
Trust No. 1 executed in favor of your Appearer on October 15,
1979, and any fruits and revenues realized from the property
included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown,
in the presence of the undersigned witnesses and me, Notary,
after a due reading of the whole.

WITNESSES:

Barbara L. Neomis

Agnes H. DeBlanc

Lyndon Clay Girouard
LYNDON CLAY GIROUARD

Leona M. Cormier
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF LOUISIANA
OCT 17 1985

FILE NO.
85-034875

DECLARATION OF SEPARATE ESTATE OF FRUITS
AND REVENUES

BE IT KNOWN, that on this 14th day of October,

1985, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Lafayette, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

CRAIG CARLTON GIROUARD, a single man domiciled in Lafayette Parish, Louisiana,

who declared and said that he owns certain property in the State of Louisiana, including but not limited to Lafayette Parish, Louisiana; that in the event he marries, and that in accordance with the laws of the State of Louisiana, or any other State, he becomes subject to a community of acquets and gains which would thereafter exist between him and his wife, it is his desire, under the provisions of the Louisiana Civil Code, including but not limited to La. C.C. Art. 2339, to reserve all fruits of his separate property, wherever located, and however administered, whether such fruits be natural or civil, including minerals produced from or attributable to his separate property, and bonuses, delay rentals, royalties, and shut-in payments arising from mineral leases with respect to his separate property, or otherwise, for his own separate use and benefit, and that it is his intention to administer such property separately and alone.

Without limiting the effect of the foregoing, this delcaration shall be effective with respect to all fruits and revenues derived from the Terry Clay Girouard Inter Vivos Trust No. 1 executed in favor of your Appearer on October 15, 1979, and any fruits and revenues realized from the property included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown, in the presence of the undersigned witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Santa Vicar
Ellen Daugherty

Craig Carlton Girouard
CRAIG CARLTON GIROUARD

Linda J. Green
NOTARY PUBLIC

LINDA J. GREEN
My Commission expires 07/30/88

COURT
STATE OF TEXAS
COUNTY OF HARRIS

FILE NO.
88-034876

DECLARATION OF SEPARATE NATURE OF FRUITS
AND REVENUES OF TRUSTS
IN THE COURT

BE IT KNOWN that on this the 14th day of October,

1985, before me, the undersigned Notary Public, duly commissioned
and qualified in and for the County of HARRIS, State of
Texas, therein residing, and in the presence of the witnesses
hereinafter named and undersigned, personally came and appeared:

MARGARET ELIZABETH GIROUARD, JR., married to
and living with David Cobb, and residing in
Harris County, Texas,

who declared that a community property relationship exists under
the laws of the State of Texas between herself and her husband;
that she owns separate property in the State of Louisiana,
including but not limited to property in Lafayette Parish,
Louisiana; that in accordance with the provisions of the Louisiana
Civil Code, including but not limited to La. C.C. Art. 2339, she
reserves all fruits and revenues of her separate property, wherever
located and however administered, whether such fruits be natural or
civil fruits, including minerals produced from or attributable to
her separate property, and bonuses, delay rentals, royalties, and
shut-in payments arising from mineral leases with respect to her
own separate property, or otherwise, which reservation shall be
for her own separate use and benefit, and it is her intention to
administer such property separate and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and
revenues derived from the Sagness Girouard, Jr. Inter Vivos
Trust No. 1 executed in favor of your Appearer on October 15,
1979, and any fruits and revenues realized from the property
included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown,
in the presence of the undersigned witnesses and me, Notary,
after a due reading of the whole.

WITNESSES:

Ellen Dougherty
Santa Maria

Margaret Elizabeth Girouard
MARGARET ELIZABETH GIROUARD, JR.

Linda J. [Signature]
NOTARY PUBLIC
My Commission expires 07/30/88

CLERK OF COURT
LAFAYETTE, LA.
FILE THIS DATE
DECLARATION OF SEPARATE NATURE OF FRUITS
AND REVENUES
FILE NO. 85-034877

BE IT KNOWN that on this the 11th day of October
1985, before me, the undersigned Notary Public, duly commissioned and
qualified in and for the County of Brazoria, State of Texas, therein
residing, and in the presence of the witnesses hereinafter named and
undersigned, personally came and appeared:

ROBBIE GAY GIROUARD THOMPSON, married to and
living with John Thompson, residing and
domiciled in Bell County, Texas,

who declared that a community property relationship exists under the
laws of the State of Texas between herself and her husband; that she
owns separate property in the State of Louisiana; including but not
limited to property in Lafayette Parish, Louisiana; that in accordance
with the provisions of the Louisiana Civil Code, including but not
limited to La. C.C. Art. 2339, she reserves all fruits and revenues of
her separate property, wherever located and however administered,
whether such fruits be natural or civil fruits, including minerals
produced from or attributable to her separate property, and bonuses,
delay rentals, royalties, and shut-in payments arising from mineral
leases with respect to her separate property, or otherwise, which
reservation shall be for her own separate use and benefit, and it is
her intention to administer such property separately and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and revenues
derived from the Robert Milton Girouard Inter Vivos Trust No. 1
executed in favor of your Appearer on October 15, 1979, and any fruits
and revenues realized from the property included in said trust, either
now or in the future.

THUS DONE AND PASSED on the date first above shown in the
presence of the undersigned witnesses and me, Notary, after a due
reading of the whole.

WITNESSES:

Smita Vican
Ellen Deegherly

Robbie Gay Girouard Thompson
ROBBIE GAY GIROUARD THOMPSON

Linda J. Greer
NOTARY PUBLIC

LINDA J. GREER
My Commission Expires 09/30/88

NOTARY PUBLIC
COUNTY OF BRAZORIA
STATE OF TEXAS
AUG 17 1988
Carly Sautrey

FILE NO.
05-034878

DECLARATION OF SEPARATE NATURE OF FRUITS
AND REVENUES

BE IT KNOWN that on this the 23rd day of August,
1985, before me, the undersigned Notary Public, duly commissioned
and qualified in and for the County of Brazoria, State of
Texas, therein residing, and in the presence of the witnesses
hereinafter named and undersigned, personally came and appeared:

SAGNESS GIROUARD, III, married to and living
with Pam Burrige Girouard, residing in
Brazoria County, Texas,

who declared that a community property relationship exists under
the laws of the State of Texas between himself and his wife; that
he owns separate property in the State of Louisiana, including but
not limited to property in Lafayette Parish, Louisiana; that in
accordance with the provisions of the Louisiana Civil Code,
including but not limited to La. C.C. Art. 2339, he reserves all
fruits and revenues of his separate property, wherever located and
however administered, whether such fruits be natural or civil
fruits, including minerals produced from or attributable to his
separate property, and bonuses, delay rentals, royalties, and
shut-in payments arising from mineral leases with respect to his
separate property, or otherwise, which reservation shall be for
his own separate use and benefit, and it is his intention to
administer such property separate and alone.

Without limiting the effect of the foregoing, this
declaration shall be effective with respect to all fruits and
revenues derived from the Sagness Girouard, Jr. Inter Vivos
Trust No. 1 executed in favor of your Appearer on October 15,
1979, and any fruits and revenues realized from the property
included in said trust, either now or in the future.

THUS DONE AND PASSED on the date first above shown,
in the presence of the undersigned witnesses and me, Notary,
after a due reading of the whole.

WITNESSES:
Lynna Brooks
Ellen Dougherty

Sagness Girouard, III
SAGNESS GIROUARD, III

Carly Sautrey
NOTARY PUBLIC
Commission expires 09/30/88

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

86-014330

1986 MAY -1 AM 8:37

MAY 1 8 13 AM '86

DECLARATION OF COMMUNITY PROPERTY

BE IT KNOWN, that on this the 28th day of April, 1986, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

SAGNESS GIROUARD, JR., married to and living with Margaret Spitzer Girouard, and the said MARGARET SPITZER GIROUARD, both residents of and domiciled in Brazoria County, Texas,

who declared that SAGNESS GIROUARD, JR., herein called Donor, does hereby donate, transfer, declare and constitute all of the property described in the instruments mentioned and described in the attached Exhibit "A" owned by him as his separate property to be and constitute, from this day forward, community property falling in the community of acquets and gains existing between him and the aforesaid MARGARET SPITZER GIROUARD.

And the aforesaid MARGARET SPITZER GIROUARD here gratefully accepts said donation from her husband for the use and benefit of the community of acquets and gains existing between them.

THUS DONE AND SIGNED on the date first above shown in the presence of the undersigned competent witness and me, Notary, after a due reading of the whole.

WITNESSES:

Peggy D. Stovall

Sagness Girouard Jr.
SAGNESS GIROUARD, JR.

Sharon L. Smith

Margaret Spitzer Girouard
MARGARET SPITZER GIROUARD

Linda S. Green
NOTARY PUBLIC

My commission expires: 09/30/88
Linda S. Green

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acres more or less, situated in Sections 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #590305, #600473, #619587, #77-11844, #454782, #454783, #468052, #477633, #484101, #488512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484102, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314, and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Girouard.

EXHIBIT "A"

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

86-014331

1986 MAY - 1 AM 8 37

MAY 1 8 19 AM '86

DECLARATION OF COMMUNITY PROPERTY

BE IT KNOWN, that on this the 28th day of April, 1986, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

ROBERT MILTON GIROUARD, married to and living with Joyce Legette Girouard, and the said JOYCE LETETTE GIROUARD, both residents of and domiciled in Brazoria County, Texas,

who declared that ROBERT MILTON GIROUARD, herein called Donor, does hereby transfer, donate, declare and constitute all of the property described in the instruments mentioned and described in the attached Exhibit "A" owned by him as his separate property to be and constitute, from this day forward, community property falling in the community of acquets and gains existing between him and the aforesaid JOYCE LETETTE GIROUARD.

And the aforesaid JOYCE LETETTE GIROUARD here gratefully accepts said donation from her husband for the use and benefit of the community of acquets and gains existing between them.

THUS DONE AND SIGNED on the date first above shown in the presence of the undersigned competent witness and me, Notary, after a due reading of the whole.

WITNESSES:

Betty Stacks

Robert Milton Girouard
ROBERT MILTON GIROUARD

Pauline Calvert

Joyce Legette Girouard
JOYCE LETETTE GIROUARD

Linda J. Green
NOTARY PUBLIC

My commission expires: 09/30/88
Linda S. Green

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acres more or less, situated in Sections 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #580305, #800473, #619587, #77-11844, #454792, #454793, #468052, #477633, #484101, #486512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484102, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314, and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Girouard.

EXHIBIT "A"

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

FILE NO.

86-023109

JUL 14 PM 12:54

C. J. Crossley
BY: CLERK OF COURT

15TH JUDICIAL DISTRICT COURT

PARISH OF LAFAYETTE

STATE OF LOUISIANA

TERRY CLAY GIROUARD

VERSUS

DOCKET NUMBER: 85-2216 D

SANDRA DEE SHAW

* * * * *

JUDGMENT OF DIVORCE

The captioned matter having been duly filed and coming for hearing on the date hereinafter assigned, and the court after considering the law, the evidence, the argument of counsel and the preliminary default entered in the captioned matter on the 3RD day of June, 1986, therefore

IT IS ORDERED, ADJUDGED AND DECREED, that there be judgment herein in favor of Terry Clay Girouard and against the defendant, Sandra Dee Shaw, decreeing a divorce a vinculo matrimonii dissolving forever the bonds of matrimony heretofore existing between the parties and defendant, Sandra Dee Shaw is cast with all costs of these proceedings.

Lafayette, Louisiana this 14TH day of July, 1986.

Submitted by:

Ronald E. Dauterive

RONALD E. DAUTERIVE
Attorney for Terry Clay Girouard
P. O. Box 5158
Lafayette, Louisiana 70502

Justin C. Benthart
DISTRICT JUDGE

FILED THIS 14
DAY OF JULY 1986
Brenda Blanchard
BY: CLERK OF COURT

THE **LAMAR** CORPORATION

FILE NO.

This Instrument Prepared by:

Charles W. Lamar III
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

Lease # 2618-01 4410-57
6-30-93 ATTORNEY

93-031623

RENEWAL LEASE
CLEARING LIST
CLEAR OF COURT & RECORDER

Charles W. Lamar III

THIS LEASE AGREEMENT, made this 22nd day of June, 1993, by and between:

SAGNESS GIROUARD

(hereinafter referred to as "Lessor") and THE LAMAR CORPORATION (hereinafter referred to as "Lessee"), provides

WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and relocation of outdoor advertising structure (s), including necessary structures, devices, power poles and connections, with the right of access to and egress from structure(s) by LESSEE'S employees and vehicles and the right to maintain advertisement on such structure(s) to be situated at the approximate location(s) as shown on the location sketch below.

The leased premises are a portion of the property located in the County/Parish of Lafayette, State of Louisiana, more particularly described as:

US 90 E/O LAFAYETTE

FIVE (5)

1. This lease shall be for a term of ~~Five (5)~~ years from July 1, 1993 and ending on July 1, 1998, unless sooner terminated as hereinafter provided.

Following the original term of the lease, the term hereof ~~shall~~ be extended for an additional term of Five (5) years, upon the same terms and conditions, unless LESSEE shall give to LESSOR written notice of nonrenewal at least 60 days prior to the end of the original term.

After the original or any renewal term of this lease, it shall continue from year to year unless either party shall give the other party written notice of nonrenewal at least 60 days prior to the expiration of the then-current term.

2. LESSEE shall pay to LESSOR an annual rental of \$ 20,000.00 Dollars, payable monthly, 12 times annually in advance in equal installments of \$ 1,666.67 each, with the first installment due on the first day of the month following commencement. ~~During the period prior to completion of construction the total rental shall be Ten (\$10.00) Dollars. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within 30 days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE 30 days thereafter in which to cure any default.~~

3. LESSOR agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by LESSOR within One Thousand (1000) feet of LESSEE'S advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. LESSEE may terminate this lease upon giving Thirty (30) days written notice in the event that the advertising structure becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable; provided however that if such conditions shall exist temporarily, then LESSEE may at its option, in lieu of the termination of this lease, reduce the rental herein paid to the sum of Five (\$5.00) dollars per year so long as such condition continues. If LESSEE is prevented from constructing advertising structure(s) at the leased premises by reason of any final governmental law, regulation, order or other action, this lease will terminate immediately in the event of termination of this lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro-rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by it at any time prior to or within a reasonable time after the expiration of the term hereof or any extension. At the termination of this lease, LESSEE agrees to restore the surface of the leased premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S advertising structure(s), at the sole discretion of LESSEE. All such permits shall be the property of LESSEE.

6. LESSOR represents that he is the OWNER X LESSEE UNDER WRITTEN LEASE of the premises described above and has the right to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business. In the event of any

COPY

#95-4194

CLERK OF COURT
LAFAYETTE, LA
FILED AND RECORDED

FILE NO.

95-004194

FIFTEENTH JUDICIAL DISTRICT COURT

O.C. MARY HULLIOT
DISTRICT
COURT RECORDER

STATE OF LOUISIANA
PARISH OF LAFAYETTE

CASE NO. 950066

SUCCESSION OF
SAGNESS GIROUARD, JR.

FILED: _____ DY. CLK.: _____

JUDGMENT OF POSSESSION

This cause came to be heard on the petition of the surviving spouse and two direct descendants, the said surviving spouse and two direct descendants being the legatees in the last will and testament of the decedent and the Court, considering the petition for ancillary probate of will, the certified copy of the order of probate in the Texas proceedings, the descriptive list of assets, the affidavit of death, domicile and heirship, and considering there are no inheritance taxes due to the State of Louisiana, and for reasons assigned:

IT IS ORDERED, ADJUDGED, AND DECREED MARGARET SPITZER GIROUARD, SAGNESS GIROUARD, III AND ELIZABETH GIROUARD COBB are recognized and placed into possession in the following percentages of ownership to the entirety of the estate of the decedent to properties located in the State of Louisiana described as follows, to wit:

A) Margaret Spitzer Girouard:

1. All of Sagness Girouard, Jr.'s undivided mineral interest in the following described property:
 - a. A developed mineral interest in the producing Paul Cameron, Inc. - Helen St. Julien No. 1 Well (BM3 RA SUB), Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0057597 Royalty Interest
 - b. A developed mineral interest in the producing French Production, Inc. - Sagness Girouard No. 4 (BM4 RA SUB), Section 23, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: .0057300 Royalty Interest
 - c. A developed mineral interest in the producing French Production, Inc. - Sagness Girouard No. 5 (LMT RA SUB), Section 23, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0062918 Royalty Interest
 - d. A developed mineral interest in the non-producing French Production, Inc. - Paul Roy

ROLLING,
TILLERY &
PERRILLOUX
A PROFESSIONAL
LAW CORPORATION
900 WEST THOMAS ST.
P.O. BOX 2040
HARRISBURG, LA 70044
(504) 345-5306

Girouard No. 1 (BM3 RA SUA), Section 93,
Township 10 South, Range 5 East, Lafayette
Parish, Louisiana: 0.0011556 Royalty Interest

2. All of Sagness Girouard Jr.'s mineral interest in that certain tract or parcel of land containing 20.00 acres, more or less, situated in Irregular Section 47, and possibly Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana and being bounded now or formerly as follows: North by Bayou Tortue; East by Texaco, Inc.; South by other lands of Lessor not herein leased; and West by Claudette Lacour.
3. All of Sagness Girouard Jr.'s mineral interest in that certain tract or parcel of land containing 18.61 acres, more or less, situated in Irregular Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded now or formerly as follows: North by Bayou Tortue; East by Patsy Landry, et al and other lands of Lessor not herein leased; Southeasterly by other lands of Lessor not herein leased; and West by James McDaniel.
4. 50% of Sagness Girouard, Jr.'s mineral interest in that certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned now or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 1/2 Artps".

(B) Sagness Girouard, III and Elizabeth Girouard Cobb:

1. All of Sagness Girouard, Jr.'s undivided interest in and to the surface of the following described property:

That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned now or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 1/2 Artps".

2. 50% of Sagness Girouard, Jr.'s undivided mineral interest in and to the following described property:

That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular

Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned now or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 1/2 Artps".

3. All of Sagness Girouard, Jr.'s undivided interest (surface and subsurface) in and to the following described property, less and except
 - i. all of Sagness Girouard Jr.'s mineral interest in that certain tract or parcel of land containing 20.00 acres, more or less, situated in Irregular Section 47, and possibly Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana and being bounded now or formerly as follows: North by Bayou Tortue; East by Texaco, Inc.; South by other lands of Lessor not herein leased; and West by Claudette Lacour;
 - ii. all of Sagness Girouard, Jr.'s mineral interest in that certain tract or parcel of land containing 18.61 acres, more or less, situated in Irregular Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded now or formerly as follows: North by Bayou Tortue; East by Patsy Landry, et al and other lands of Lessor not herein leased; Southeasterly by other lands of Lessor not herein leased; and West by James McDaniel;
 - iii. all of Sagness Girouard, Jr.'s developed mineral interest in the producing Paul Cameron, Inc. - Helen St. Julien No. 1 Well (BM3 RA SUB), Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0057597 Royalty Interest;
 - iv. all of Sagness Girouard, Jr.'s developed mineral interest in the producing French Production, Inc. - Sagness Girouard No. 4 (BM4 RA SUB), Section 23, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: .0057300 Royalty Interest;
 - v. all of Sagness Girouard, Jr.'s developed mineral interest in the producing French Production, Inc. - Sagness Girouard No. 5 (LMT RA SUB), Section 23, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0062918 Royalty Interest; and
 - vi. all of Sagness Girouard, Jr.'s developed mineral interest in the non-producing French Production, Inc. - Paul Roy Girouard No. 1 (BM3 RA SUA), Section 93, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0011556 Royalty Interest;

TO WIT:

- a. Act 514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres of land, more or less, delineated between the letters "A,B,C,D,E,F,G,H,I,J,K,L,M,N" on plat of C. K. Langlinais, dated August 26, 1967, marked "B" for identification; said tract of land being irregular in shape and being bounded northerly by Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin Heirs and Colomb & Roy.
- b. Act #514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres of land, more or less, delineated between the letters "A,B,C,D,E,F,G,H" on plat of C. K. Langlinais, dated August 26, 1967, marked "A" for identification; said tract of land being irregular in shape and being bounded northerly by property of Heirs of J. O. Girouard, southerly by Sagness Girouard, easterly by Heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate;
- c. Act #619587, that certain parcel of high land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 41.84 arpents (35.56 acres), and being bounded northerly by remaining property of Sagness Girouard, hereinafter described, southerly by property belonging to Sagness Girouard, Jr., et al., property of Terry Clay Girouard and State Route 667, easterly by property belonging to Sagness Girouard, Jr., et al. and property of Terry Clay Girouard, and westerly by property of Jos. O. Girouard or assigns and property of Sagness Girouard, Jr., et al., being the property more fully shown on plat attached to Act No. 538654 of the records of the Clerk of Court's office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit A" on said plat and delineated between the letters "A,B,C,D,E,F,G,H,I,UJ,K,L,M,A" on said plat.
- d. Act 619587, that certain parcel of low land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 249.16 acres, shown on plat attached to Act No. 538654 of the records of the Clerk of Court's office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit B" on said plat and delineated between the numbers "1,2,3,4,5,6,7,8,9,10,11,12 and 1".
- e. Act 494702, that certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of Sagness Girouard and Floy Dykes Girouard, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or

assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.

- f. Act 454793, that certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to Sagness Girouard and Floy Dykes Girouard, on the East by property formerly belonging to Mozart Girouard, now owned by Sagness Girouard and Floy Dykes Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.
- g. Act #454793, that certain tract of land in the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by Sagness Girouard and Floy Dykes Girouard, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and now belonging to Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 160461 of the Clerk's office of the Parish of Lafayette.
- h. Act #494702, that certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of Sagness Girouard and Floy Dykes Girouard, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of Sagness Girouard and Floy Dykes Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.
- i. Act #468052, that certain tract of land in the fifth (5th) Ward of the Parish of Lafayette, Louisiana, containing seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C. K. Langlanais, C. E., December 9th, 1964; said parcel of ground is bounded as follows:

On the North by a gravel road, formerly known

as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of Sagness Girouard and Floy Dykes Girouard, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Sagness Girouard and Floy Girouard by Acts Numbers 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

- j. Act #484101, that certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of high land bounded on the North by a gravel road separating said property from other properties of Sagness Girouard and Floy Dykes Girouard, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to Sagness Girouard, Jr., Margaret Spitzer Girouard, Robert Milton Girouard, Joce Legette Girouard, Terry Clay Girouard, and Sandra Shaw Girouard; said tract of land is described as Parcel B on the plat of survey prepared by C. K. Langlinais, registered surveyor, dated December 9, 1964, said property was acquired in part by Sagness Girouard and Floy Dykes Girouard from Billeaud Planters, Inc. and in part from Hebrard Girouard.
- k. Act #477633, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown by plat of survey of C. K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C and D on the said plat of survey.
- l. Act #488512, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey of Fred L. Colomb, dated February 3rd, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.
- m. Act #497481, that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of Land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3rd, 1966 and attached to and made part of Act #488512 of the Recorder's office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.
- n. Act #513366, that certain tract of land, situated in Section 44, Township 10 South,

- b. A developed interest in the non-producing French Production, Inc. - Sagness Girouard No. 2 (LMT RA SUB), Section 23, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0062918 Royalty Interest
- c. A developed interest in the non-producing French Production, Inc. - Douglas Chesson No. 1 (BM4 RA SUA), Section 93, Township 10 South, Range 5 East, Lafayette Parish, Louisiana: 0.0011556 Royalty Interest
5. All of Sagness Girouard, Jr.'s undivided interest in the following property:

That certain lot or parcel or ground with all buildings and improvements located thereon, and all component parts, being more particularly described as being located in the Parish of Tangipahoa, State of Louisiana, and having a point of beginning which is 3661 feet North 01 deg. 30 min. West, 106 feet North 56 deg. 23 min. West and 153 feet North 58 deg. 34 min. West of the Southeast corner of Section 52, T1S R8E, Tangipahoa Parish, Louisiana: From the said point of beginning proceed thence North 66 deg. 45 min. 213.5 feet along Louisiana Highway 1054 highway right of way; thence North 56 deg. 15 min. West 110.1 feet; thence North 39 deg. 27 min. West 72.6 feet; thence North 35 deg. 35 min. West 147.2 feet; thence North 55 deg. 43 min. West 314.4 feet; thence North 49 deg. 28 min. West 268.9 feet; thence North 41 deg. 15 min. West 281.8 feet; thence North 42 deg. West 286.2 feet; thence North 75 deg. 46 min. West 508 feet; thence North 72 deg. 24 min. West 163.1 feet; thence North 63 deg. 18 min. West 351.8 feet; thence North 56 deg. 24 min. West 174.6 feet; thence North 44 deg. 50 min. West 226 feet; thence North 55 deg. 24 min. West 90.6 feet; thence North 66 deg. 57 min. West 77.2 feet; thence North 68 deg. 23 min. West 121.8 feet; thence North 61 deg. 56 min. West 160.9 feet; thence along evidence of old fence line North 21 deg. 42 min. East 2305.6 feet to center line of creek; thence South 44 deg. 38 min. East 1191.6 feet; thence South 0 deg. 45 min. East 2040.5 feet; thence South 87 deg. 37 min. East 184.4 feet; thence South 66 deg. 15 min. East 1197.7 feet; thence South 6 deg. 13 min. East 352.4 feet; thence South 1 deg. 37 min. East 405.7 feet to the point of beginning, as per survey by Clifford G. Webb, Civil Engineer and Land Surveyor and certified on July 20, 1993 by William J. Bodin, jr., Registered Land Surveyor, the provisions of which are controlling.

6. All of Sagness Girouard, Jr.'s interest in Girouard Ranch Partnership

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the petitioners are recognized and placed into possession under the provisions of R.S. 9:1421.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED there are no Louisiana inheritance taxes due to the State of Louisiana.

JUDGMENT EXECUTED at Lafayette, Louisiana, on this 17th

day of February, 1994.

MOVER:

ROLLING, TILLERY & PERRILLOUX



ROBERT W. TILLERY
ATTORNEY FOR PETITIONERS
POST OFFICE BOX 3045
HAMMOND, LA 70404
(504)-345-5506
BAR ROLL NO. 12790



JUDGE

FILED THIS 7
DAY OF Feb 19 95
Janet Kuidy
Clerk of Court

STATE OF TEXAS

AFFIDAVIT OF DEATH, DOMICILE AND HEIRSHIP

COUNTY OF Brazoria

BEFORE THE UNDERSIGNED NOTARY PUBLIC, on this 9th day of January, 1998, personally came and appeared: Kim Richardson and Linda Green, both persons of the full age of majority and residents of the State of Texas who after being first duly sworn, did depose and state that they were well and truly familiar with the late Sagness Girouard, Jr.; that he died on the 28th day of November, 1992; that he was domiciled and had a fixed place of residence in Brazoria County, Texas at his death; that the decedent was married to Margaret Spitzer Girouard; that he executed a last will and testament dated December 3, 1987; that he had two and only two direct descendants, namely, Sagness Girouard, III and Elizabeth Girouard Cobb; that he was not adopted and he never adopted anyone and that he had no other children whatsoever.

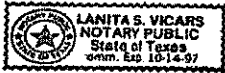
THUS EXECUTED in the presence of the two undersigned competent witnesses and the undersigned Notary Public, all of whom affix their signature after due reading of the whole.

WITNESSES:

Lynn Brooks
Marla Hodley

Linda Green
Kim Richardson

Lanita S. Vicars
NOTARY PUBLIC



Janet Ludwig
7th Feb. 95

ASNO

FRANKMAY

04/12/95

950066

"NE VARIETUR"
CLERK OF COURT
THIS 7th DAY OF FEB 19 95
FILED AND RECORDED

FEB 1994 TERM

PROBATE RECORDS

362 883

FILE NO.

95-004193

O.C. "DAN" GULLIOT
CLERK OF
COURT RECORDER

SOTED BY THE CLERK
LAST WILL AND TESTAMENT

OF

SAGNESS GIROUARD, JR.

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

I, SAGNESS GIROUARD, JR., a resident of Brazoria County, Texas, being of sound mind and over the age of eighteen (18) years, make, publish, and declare this to be my Will, and by execution of this Will revoke all other prior Wills and Codicils made by me.

ARTICLE 1

IDENTITY OF WIFE AND CHILDREN

I am married to MARGARET SPITZER GIROUARD, referred to in this Will as "my wife" and have two children who are presently living, whose names and birth dates are:

<u>Name</u>	<u>Birth Date</u>
SAGNESS GIROUARD, III	October 20, 1950
MARGARET ELIZABETH GIROUARD, JR.	May 6, 1948

I have no deceased children. All references in this Will to "my children" include not only the above children, but also any child born to or adopted by me after the date of execution of this Will.

ARTICLE 2

PROPERTY DISPOSED UNDER THIS WILL

It is my intention to dispose of my interest in the community property of my wife and myself, and of all of my separate

S.G.J.

7th 95
Janet Lindsey

Page 1

"NE VARIETUR"
THIS 7th DAY OF FEB 19 95

DISTRICT JUDGE

"NE VARIETUR"
THIS 7th DAY OF Feb 1995

FEB 1995 TERM

PROBATE RECORDS

362 884


DISTRICT JUDGE

property. However, I do not intend to exercise any power of appointment that I now possess or that may hereafter be conferred on me, unless such power is specifically referred to in this Will or in any Codicile to this Will.

ARTICLE 3

BEQUESTS AND DEVISES

I give the following property to the following persons:

Disposition of Residue in Event of Prior
Death of Wife

In the event that my wife should predecease me, or if she should not survive until one hundred eighty (180) days after my death or until this Will is probated, whichever event occurs earlier, then I give, devise and bequeath the residue of my entire estate to MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, as Co-Trustees in trust, to be held, administered, and distributed in accordance with the terms and provisions of the Residuary Trust as provided in this Article 3.

Personal Effects

To my wife if she survives me, all of my jewelry, clothing, household furniture and furnishings, chinaware, silver, pictures, works of art, books, and automobiles. If my wife does not survive me, I give all such property in equal shares to my children living at the time of my death; provided, however, if any of my children have predeceased me, but issue of any of my deceased children survives me, the share that would otherwise pass to such deceased child of mine shall instead pass to the deceased child's issue then living, per stirpes and not per capita.

Disposition of Residue in Event of
Survival of Wife

In the event that my wife survives me, I devise to my wife assets selected by the Executor equal in value, when added to the final estate tax value of all other property included in my gross estate that passes to my wife and that qualifies for the federal estate tax marital deduction, to an amount that will entitle my estate to the minimum marital deduction necessary to reduce my


SGD

Feb 7 95
Janet Shundy

Page 2

"NE VARIETUR"
THIS 7th DAY OF Feb 1995


DISTRICT JUDGE

"NE VASLETUR"

FEB 1974 12:44

THIS 7th DAY OF Feb 1995

PROBATE RECORDS

362 885

DISTRICT JUDGE

taxable estate to an amount on which no federal estate tax is due and that fully utilizes the federal unified credit. This devise to my wife shall be satisfied only from assets qualifying for the marital deduction, and shall be valued as of the date allocated or distributed by my Trustee. In determining the amount of this devise, the values for federal estate taxes shall control.

I devise and bequeath the remaining portion of my residuary estate to MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, in trust, referred to in this Will as the "Residuary Trust," to be held, administered, and distributed by the Co-Trustees as follows:

A. PAYMENT AND DISTRIBUTION OF RESIDUARY TRUST

Division of Trust Estate

3.01 The Co-Trustees shall divide the trust estate of the Residuary Trust into as many equal shares as there are children of mine living at the time of my wife's death, and children of mine who are deceased but leaving issue living at the time of my wife's death. Each share shall constitute and be held, administered, and distributed by the Trustee as a separate Trust.

(a) One equal share shall be set aside for the benefit of each of my children who may then be living and shall constitute the trust estate of that child's trust.

(b) One equal share shall be set aside for the benefit of the issue of each of my deceased children who leave issue surviving and shall constitute the trust estate of the trust for each issue.

Trusts for Living Children

3.02 The Co-Trustees shall apply and distribute the net income and principal of each of the share of the trust estate set aside for the benefit of my then living children as follows:

(a) Until each child reaches the age of 21 years, the Co-Trustees shall pay to or apply for the benefit of each child in monthly or other convenient installments as much of the net income from his or her share of the trust estate, as the Co-Trustees in their discretion deem advisable for the child's proper care, support, maintenance, and education. The Co-Trustees shall accumulate and add to the principal of each child's share of the trust estate the balance, if any, of the net income.


3607

7 Feb 95
Janet Study

"NE VASLETUR"

Page 3
THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

"NE VARIETUR"

THIS 7th DAY OF Feb 1995

FEB 17 1995

PROBATE RECORDS

362 886

DISTRICT JUDGE

(b) After each child reaches the age of 21 years, the Co-Trustees shall pay to or apply for the benefit of each child all of the net income from his or her share of the trust estate until the child attains the age of 35 years, payable monthly or in other convenient installments but in no event less often than annually.

(c) If at any time, in the discretion of the Co-Trustees, any child should be in need of funds for his or her proper care, support, maintenance, and education, the Co-Trustees shall in its discretion, in addition to the other payments provided for in this Paragraph 3.02, pay to or apply for the benefit of any such child an amount from the principal of his or her share of the trust estate that the Co-Trustees deems advisable.

(d) When each child reaches the age of 25 years, the Co-Trustees shall distribute to each such child one-third of the balance of the principal of his or her share of the trust estate. When each child reaches the age of 30 years, the Co-Trustees shall distribute to each such child one-half of the balance of the principal of his or her share of the trust estate. When each child reaches the age of 35 years, the Co-Trustees shall distribute to each such child all of the balance of his or her share of the trust estate.

(e) If any child for whom a share of the trust estate has been set aside should die prior to attaining the age of 35 years, then on the death of that child the Co-Trustees shall distribute all of the balance of that deceased child's share of the trust estate to his or her estate.

(f) If my children and their issue all die prior to final distribution of the trust estate, all of the trust estate not disposed of as provided above shall be distributed to the persons who would then be my heirs at law in accordance with the laws of the State of Texas relating to the succession of separate property.

Distribution to Issue of Deceased Children

3.03 Each share of the Residuary Trust set aside for the benefit of the surviving issue of a deceased child of mine, as provided in Paragraph 3.02(b), shall be distributed to the surviving issue of such deceased child of mine per stirpes and not per capita.


SG

Janet Suidy
Feb 95

"NE VARIETUR"

THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

"NE VARIETUR"

THIS 7th DAY OF Feb 1995

FEB 1994 TERM

PROBATE RECORDS

[Signature]
DISTRICT JUDGE
Maximum Duration of Trust

362 887

3.04 All of the trusts provided for in Paragraph 3.01 shall in any event terminate on the death of the last survivor of my wife and all of my children in being at the time of my death.

Definitions

3.05 The following terms are used in this Will as follows:

(a) The term "children" includes adopted children and any children born after the date this Will is executed.

(b) The term "issue" means lawful blood descendants of the person or persons designated in this Will, and includes legally adopted children of such person or persons.

(c) All references to the "Trust" or the "trust estate" unless otherwise specifically provided, refer to each of the separate Trusts provided for in Paragraph 3.01, respectively, and the trust estate of each Trust.

(d) The term "education" includes both college and post-graduate study at any accredited insitution of the beneficiary's choice for any period of time that, in the judgment of the Co-Trustees, is advantageous to the beneficiary; the Co-Trustees shall provide adequate amounts for all related living and travel expenses of the beneficiary within reasonable limits.

Beneficiaries' Other Means of Support

3.06 The Co-Trustees, in exercising their discretion with respect to the payment of income or principal of the trust estate to any beneficiary, shall take into consideration any income or other resources available to the beneficiary from sources outside of this Trust. The Co-Trustees may consider the written statement of the beneficiary receiving payment as to other available income or resources. The determination of the Co-Trustees with respect to the advisability of making payments out of income or principal to any beneficiary shall be conclusive on all persons interested in the Trust in any manner.

Benefits to Guardian and Family.

3.07 The payments for the care, support, maintenance, and education of each of the beneficiaries may, in the discretion of the Co-Trustees, include contributions for the care, support, maintenance, and education of the guardian of the person of such beneficiary and also of the guardian's spouse and children.

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Janet Audrey

"NE VARIETUR"
THIS 7th DAY OF Feb 1995
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DISTRICT JUDGE

"NE VARIETUR"
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT CLERK
Incapacity of Beneficiary

FEB 1994 12:00
PROBATE RECORDS
362 888

3.08 At any time that any beneficiary entitled to receive income or principal from the trust estate is a minor or an incompetent or a person whom the Co-Trustees deem unable to handle funds properly if paid directly to the beneficiary, the Co-Trustees in their discretion may make payments in one or more of the following ways:

(a) To the natural guardian or legally appointed guardian of the person or estate of the beneficiary.

(b) By making expenditures directly for the care, support, maintenance, or education of the beneficiary.

(c) To any person or organization furnishing care, support, maintenance, or education for the beneficiary.

The Co-Trustees shall not be required to confirm the application of any funds paid or applied in any of the ways described in this Paragraph 3.08, and upon receiving receipt from the payee, the Co-Trustees shall be deemed to have completed their duties. The decision of the Co-Trustees as to which of the methods listed in this Paragraph 3.08 should be used in making payments shall be conclusive and binding on all parties concerned.

Conflicting Claims

3.09 Whenever there are conflicting claims as to the person entitled to any payment or distribution from the trust estate, the Co-Trustees may in their discretion withhold all or any part of any disputed payment or distribution until the matter has been finally adjudicated by the appropriate court.

Alienation and Attachment of Beneficiary's Interest

3.10 No beneficiary or person with a remainder interest in any Trust shall have any right or power, except as otherwise specified, to sell, transfer, assign, pledge, mortgage, or alienate his or her interest in the principal or income of the trust estate in any manner. To the fullest extent of the law, the interest of each beneficiary and remainderman shall not be subject to the claims of any of his or her creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process. The Co-Trustees shall pay, disburse, and distribute principal and income of the trust estate only in the manner provided for in this Will and not on any attempted transfer of assignment, whether oral or written, of any beneficiary or remainderman nor by operation of law.

[Signature]
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Feb 7 95
Janet Sunday

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Page 6
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT CLERK

"NE VARIETUR"

THIS 7th DAY OF Feb 19 95

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PROBATE RECORDS

DISTRICT JUDGE

Distribution of Trust Assets by Executor

362

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3.11 If on termination of the administration of my probate estate there has been no distribution in trust to the Co-Trustees, and events have occurred that would require the Co-Trustees under the terms of this Will to make immediate distribution of all the property, my Executor shall perform all of the acts necessary to complete such distribution and for that purpose shall have all of the powers granted by this Will to the Co-Trustees.

B. GENERAL ADMINISTRATIVE POWERS OF THE TRUSTEE

In order to carry out the purposes of each Trust established by this Will, the Co-Trustees, in addition to all other powers granted by this Will or by law, shall have the following powers and discretions, subject to any limitations specified elsewhere in this Will:

Retain Assets


3.12 To continue to hold any property received by the Co-Trustees or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Co-Trustees, in exercising reasonable prudence, discretion, and intelligence, considers that the retention is in the best interests of the trust.

Investments

3.13 To invest and reinvest in every kind of property, real or personal, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, and stocks, preferred or common, that persons of prudence, discretion, and intelligence acquire for their own accounts.

Management of Securities

3.14 To exercise all of the rights, powers, and privileges of an owner of securities held in the trust estate, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed necessary by the Co-Trustees for the protection of the trust estate. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection with any such reorganization, to deposit securities with and transfer title to any protective or other committee under such terms as the Co-Trustees may deem advisable. To exercise or sell stock subscription or conversion rights; and to accept and retain as an


Janet Seiditz
Feb 7 95

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DISTRICT JUDGE

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[Signature]
DISTRICT JUDGE
investment any securities or other property received through the exercise of any of the powers listed in this Paragraph 5.19, regardless of any limitations elsewhere in this instrument concerning investments by the Co-Trustees.

Form of Ownership of Trust Property

3.15 To hold securities or other trust property in the name of the Co-Trustees under each Trust or in the Co-Trustees's own names.

Business Interests

3.16 To continue to operate or to sell or to liquidate, as the Co-Trustees deem advisable, any business or partnership interests received by the trust estate.

Sell and Exchange

3.17 To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any property of the trust estate.

Division of Trust Estate

3.18 On any division of the trust estate into separate shares or trusts, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable in the discretion of the Co-Trustees. After any division of the trust estate, the Co-Trustees may make joint investments with funds from some or all of the several shares or Trusts, but the Co-Trustees shall keep separate accounts for each share or Trust.

Abandonment of Trust Assets

3.19 To abandon any trust asset or interest in a trust asset in the discretion of the Co-Trustees.

Options

3.20 To grant options involving disposition of trust assets and to take options for the acquisition of any asset by the trust estate.

[Signature]
700 95
Janet Seedy

"NE VARIETUR"
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT JUDGE

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THIS 7th DAY OF Feb 19 95

DISTRICT JUDGE

FEB 1994 TERM

PROBATE RECORDS

362 891

3.21 To lease any real or personal property of the trust estate for any purpose for terms within or extending beyond the duration of any Trust.

Property Management

3.22 To manage, control, improve, and repair real and personal property belonging to the trust estate. To make repairs and alterations in buildings or other trust property, to demolish any improvements, to raze party walls or buildings, and to erect new party walls or buildings as the Co-Trustees deem advisable.

Development of Property

3.23 To partition, divide, subdivide, assign, develop, and improve any trust property. To make or adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate land or easements to public use with or without consideration.

Borrowing and Encumbering

3.24 To borrow money for any trust purpose from any person, firm, or corporation on the terms and conditions deemed appropriate by the Co-Trustees and to obligate the trust estate for repayment. To encumber the trust estate or any of its property by mortgage, deed of trust, or pledge, using any procedures necessary deemed advisable to consummate the transaction. To replace, renew, and extend any encumbrance and to pay loans or other obligations of the trust estate deemed advisable by the Co-Trustees.

Natural Resources

3.25 To enter into oil, gas, metal, and any other natural resource leases on terms deemed advisable by the Co-Trustees, and to enter into any pooling, unitization, repressurization, community, and other types of agreements relating to the exploration, development, operation, and conservation of properties containing minerals or other natural resources. To drill, mine, and otherwise operate for the development of oil, gas, and other minerals, and to install and maintain pipelines.

Insurance

3.26 To procure and carry at the expense of the trust estate insurance of the types and amounts deemed advisable by the Co-Trustees to protect the trust estate and the Co-Trustees against liability due to any hazard.

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THIS 7th DAY OF Feb 19 95

DISTRICT JUDGE

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THIS 7th DAY OF Feb 1995

FEB 1994 TERM
PROBATE RECORDS
362 892


DISTRICT JUDGE
Enforcement of Hypothecations

3.27 To enforce any deed of trust, mortgage, or pledge held by the trust estate and to purchase at any sale any property subject to any such hypothecation.

Extending Time of Payment of Obligations

3.28 To extend the time of payment of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Co-Trustees.

Adjustment of Claims

3.29 To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.

Litigation

3.30 To commence or defend at the expense of the trust estate any litigation affecting each Trust or any property of the trust estate deemed advisable by the Co-Trustees.

Administration Expenses

3.31 To pay all taxes, assessments, compensation of the Co-Trustees, and all other expenses incurred in the collection, care, administration, and protection of the trust estate.


Employment of Attorneys, Advisers, and Other Agents

3.32 To employ any attorney, investment adviser, accountant, broker, tax specialist, or any other agent deemed necessary in the discretion of the Co-Trustees, and to pay from the trust estate reasonable compensation for all services performed by any of them.

Termination by Co-Trustees of Small Trust

3.33 To terminate in the discretion of the Co-Trustees any separate Trust held for an income beneficiary and remainderperson if the fair market value of the separate Trust at any time becomes less than \$5,000 and, regardless of the age of the income beneficiary, to distribute the principal and any accrued or undistributed net income to the income beneficiary or to his or her guardian or other fiduciary.


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THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

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FEB 1994 TERM

THIS 7th DAY OF Feb 1995

PROBATE RECORDS

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DISTRICT JUDGE

3.34 On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable by the Co-Trustees, and to sell any property deemed necessary by the Co-Trustees to make the distribution.

General

3.35 To do all acts, to take all proceedings, and to exercise all rights, powers, and privileges that an absolute owner of the property would have. The enumeration of certain powers in this Will shall not limit the general or implied powers of the Co-Trustees. The Co-Trustees shall have all additional powers that are now or may be conferred on them by law, or that may be necessary to enable the Co-Trustees to administer each Trust in accordance with the provisions of this Will, subject to any limitations specified in this Will.

Powers Inconsistent With Marital Deduction

3.36 None of the powers or discretions granted in any provision in this Will to the Co-Trustees shall be exercised in a manner inconsistent with the allowance of the full federal estate tax marital deduction, to which my estate would otherwise be entitled, regardless of any provision in this Will to the contrary.

C. OPERATIONAL PROVISIONS

Determination of Income and Principal

3.37 The Co-Trustees shall determine what is income and what is principal of each Trust established under this Will, and what expenses, costs, taxes, and charges of any kind shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Texas as they now exist and may from time to time be enacted, amended, or repealed.

Alternate and Successor Co-Trustees

3.38 If MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III are unable or unwilling to act or to continue to act as the Co-Trustees, then I appoint the remaining individual alone as the sole Trustee with the same powers, rights, discretions,

[Signature]
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Janet Steady
Feb 7 95

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THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

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PROBATE RECORDS

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DISTRICT JUDGE

obligations, and immunities. If MARGARET ELIZABETH COBB or SAGNESS GIROUARD, III are each unable or unwilling to act or to continue to act as the Co-Trustees, or sole Trustee, then I appoint LYNDON CLAY GIROUARD, as Trustee with the same powers, rights, discretions, obligations, and immunities.

Co-Trustees's Fees

3.39 The Co-Trustees shall receive reasonable fees for the services rendered by him or her under this Will

Waiver of Co-Trustees's Bond

3.40 No bond for the faithful performance of duties shall be required of any person named in this Will as Co-Trustees.

Limit of Co-Trustees's Liability

3.41 No Co-Trustees appointed under this Will shall at any time be held liable for any action or default in connection with the administration of the trust estate, unless caused by his or her own gross negligence or by a willful commission by him or her of an act in breach of trust.

Choice of Law

3.42 The validity and administration of any Trust established under this Will and all questions relating to the construction or interpretation of any such Trust shall be governed by the laws of the State of Texas.

ARTICLE 4

PAYMENT OF ESTATE TAXES AND ADMINISTRATIVE EXPENSES

All estate, inheritance, and succession taxes, together with any interest and penalties on such taxes, payable as a result of my death, are to be equitably prorated among, charged to, and collected from, each of the beneficiaries sharing in my gross taxable estate, including the beneficiaries of property passing outside of this Will. My Executor is directed to take whatever action is necessary to collect such taxes and charges from all beneficiaries sharing in my gross taxable estate, and may withhold such taxes and charges from any property that may be distributable to such beneficiaries. All expenses incurred by my Executor in connection with the administration of my estate, shall be paid out of the assets that have been devised to my surviving spouse.

 SG

7 Feb 95
Janet Dudy

"NE VARIETUR"

THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

"NE VASSETUR"

THIS 7th DAY OF Feb 1995

FEB 1994 TERM

PROBATE RECORDS

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DISTRICT JUDGE

INDEPENDENT EXECUTOR

Appointment

5.01 I appoint my wife, MARGARET SPITZER GIROUARD, as the Independent Executrix of this Will. If she is unable or unwilling to act or to continue to act in capacity of Independent Executrix, then I appoint MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, as Co-Independent Executors of this Will. I direct that no action shall be taken in any court in the administration of my estate other than the probating and recording of this Will and the return of an inventory, appraisement, and list of claims of my estate. My Independent Executrix, or Co-Independent Executors, as the case may be, whether original, substitute, or successor, is/are referred to in this Will as my "Executor".

No Bond Required

5.02 No bond or other security shall be required of any Executor appointed in this Will.

Powers

5.03 My Executor shall have, in extension and not in limitation of the powers given by law or by other provisions of this Will, the following powers with respect to the settlement of my probate estate.

Same Powers as Co-Trustees

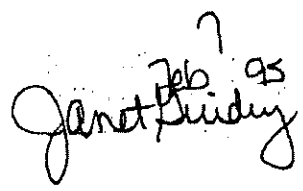
(a) To exercise with regard to the probate estate all of the powers and authority conferred by this Will on the Co-Trustees over the trust estate.

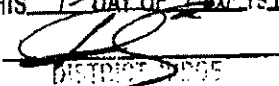
(b) To employ any attorney, investment adviser, accountant, broker, tax specialist, or any other agent deemed necessary by my Executor, and to pay from my estate reasonable compensation for all services performed by any of them.

Situs of Estate Property

(c) To keep any of the property of my estate at any place or places in Brazoria County, Texas, or elsewhere within the United States or abroad or with a depository or custodian at such place or places.


SE

Feb 95


"NE VASSETUR"
THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

"NE VARIETUR"
THIS 17th DAY OF Feb 19 95

FEB 1994 TERM

DISTRICT JUDGE
Income Tax Returns

PROBATE RECORDS
362 896

(d) To join with my wife or her executor or administrator in filing any income tax return of the income of my wife and myself for any period for which such a return may be permitted or required, and to agree with my wife or her executor or administrator.

(i) As to how the burden of the liability for any income tax, arising out of the filing of a joint return, shall be borne as between my estate and my wife or her estate.

(ii) As to who, as between my wife or her estate and my estate, shall be entitled to any refund or credit of any income tax, based on the filing of a joint return by my wife and myself or by my Executor and my wife or her executor or administrator.

Distribution of Estate

(e) On any partial or final distribution of my estate, in my Executor's absolute discretion, to divide, allocate, and distribute the property of my estate in kind, including undivided interests, or partly in kind and partly in cash, or entirely in cash. The decision of my Executor as to what constitutes a proper division of the property of my estate shall be binding on all of the distributees. When paying legacies or dividing or distributing my estate, to make such payments, division, or distribution wholly or partly in kind by allotting and transferring specific securities or other personal or real properties or undivided interests in the manner deemed advisable by my Executor.

Marital Deduction Election

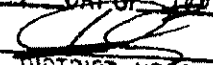
5.04 It is my intention that assets devised and bequeathed outright to my wife shall qualify for the federal estate tax marital deduction. Nevertheless, my Executor may choose not to make such an election if at the time of my death, the anticipated time of my spouse's death and the computation of the combined estate taxes of our two estates render such an election inappropriate in the judgment of my Executor. My Executor shall not be liable either for making such an election or for exercising his or her discretion not to make such an election.


SG

Janet Studny
Feb 7 95

Page 14

"NE VARIETUR"
THIS 17th DAY OF Feb 19 95
DISTRICT JUDGE

"NE VARIETUR"
THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

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It is not my intention that any assets in the Residuary Trust shall qualify for the federal estate tax marital deduction. To this end, my Executor shall not elect under Internal Revenue Code Section 2056(b)(7), or any comparable section in effect at my death, for the assets in the Residuary Trust to qualify for the federal estate tax marital deduction.

ARTICLE 6

WILL CONTEST

If any beneficiary, including any person with a remainder interest under this Will, directly or indirectly contests or challenges this Will or any of its provisions, any share or interest in my estate or in the estate of any Trust established by this Will given to that contesting beneficiary under this Will is revoked and shall be disposed of in the manner provided in this Will as if that contesting beneficiary had predeceased me without issue.

ARTICLE 7

GENERAL PROVISIONS

Will Not Contractual

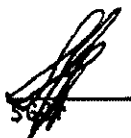
7.01 My wife and I are executed Wills at approximately the same time. In both Wills, each of us is the primary beneficiary of the Will of the other. However, these Wills are not being made pursuant to any agreement or contract between my wife and myself, and the Wills are not to be construed as joint, reciprocal, or contractual.

Effect of Inoperative, Invalid, or Illegal Provision

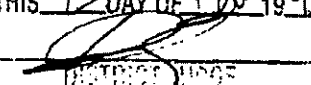
7.02 If any provision of this Will, or of any Codicil to this Will, is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions of the Will shall continue to be fully operative and effective so far as is possible and reasonable.

Headings

7.03 The headings above the various provisions and parts of this Will have been included only for convenience in locating the subject matter covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.



700 95
Janet Bendy

"NE VARIETUR"
THIS 7th DAY OF Feb 1995

DISTRICT JUDGE

"NE VARIETUM"

THIS 7th DAY OF Feb 1995

FEB 1994 TERM

PROBATE RECORDS

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[Signature]
DISTRICT JUDGE
SIGNATURE CLAUSE

I sign, publish, and declare this instrument as my Will and place my initials on each page in the presence of the persons witnessing it at my request on December 3, 1987, at Freeport, Texas.

[Signature]
SAGNESS GIROUARD, JR.

The foregoing instrument, consisting of 17 pages, including this page and the self-proving affidavit, was in our presence signed by him, and declared by him to be his last Will. We, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses this 3rd day of December, 1987.

[Signature]
Lenora L. Brooks
1806 North Avenue N
Freeport, Texas 77541

[Signature]
Terrie K. Allen
811 W. 8th Street
Freeport, Texas 77541

[Signature]
Lanita S. Vicars
1614 W. Fourth St.
Freeport, Texas 77541

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared SAGNESS GIROUARD, JR., LENORA L. BROOKS, TERRIE K. ALLEN and LANITA S. VICARS, known to me to be the Testator and the Witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said Testator declared to me and to the said Witnesses in my presence that said instrument is his Last Will and Testament, and that he willingly made and executed it as his

[Signature]

[Signature] 7/16/95
Janet Priddy page 16

"NE VARIETUM"
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT JUDGE

"NE VARIETUR"
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT JUDGE

FEB 1994 TERM
PROBATE RECORDS
362 899

free act and deed for the purposes therein expressed, and the said Witnesses each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a Witness; and upon their oaths each Witness stated further that they did sign their name as Witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over and was of sound mind; and that each of the said Witnesses was then at least fourteen (14) years of age.

[Signature]
SAGNESS GIROUARD, JR.
Lenora L. Brooks
Terrie K. Allen
Lanita S. Vicars

SUBSCRIBED AND ACKNOWLEDGED before me by the said SAGNESS GIROUARD, JR., Testator, and subscribed and sworn to before me by the said LENORA L. BROOKS, TERRIE K. ALLEN, and LANITA S. VICARS, Witnesses, this the 3rd day of December, 1987.



Linda J. Greer
NOTARY PUBLIC IN/AND FOR
THE STATE OF TEXAS

Linda J. Greer
My Commission Expires 09/30/88

FILED October 14 1993
DOLLY BAILEY
County Clerk, Brazoria County Texas
By Ploeksey Deputy

[Signature]
Scriber

Janet Guidry
Feb 7 95

Page 17

"NE VARIETUR"
THIS 7th DAY OF Feb 1995
[Signature]
DISTRICT JUDGE

STATE OF LOUISIANA
PARISH OF LAFAYETTE

FILE NO.
01-000992

LOUIS J. PERRET
CLERK OF
COURT RECORDER

CLERK OF COURT
LAFAYETTE, LA.
FILED AND RECORDED
2001 JAN -9 PM 2:47

**SERVITUDE AGREEMENT FOR LAND APPLICATION OF PROCESSED
MUNICIPAL SEWAGE SLUDGE AND WATER TREATMENT
PLANT LIME SLUDGE**

BEFORE US, the undersigned Notaries, duly commissioned and qualified in and for the
aforementioned State and Parish, personally came and appeared:

SAGNESS GIROUARD RANCH and CRAIG GIROUARD, hereinafter referred to
as "Grantor",

and

The LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political
subdivision duly organized and existing pursuant to the Constitution and laws of the
State of Louisiana, hereinafter referred to as "Government":

who declared that:

WHEREAS, Government is the owner and operator of wastewater treatment plants and water
treatment plants which produce processed municipal sewage sludge and lime sludge; and

WHEREAS, Grantor is the owner of certain real property in Lafayette Parish, Louisiana, and
is desirous of using said processed municipal sewage sludge and water treatment plant lime sludge
on said property, for agricultural, horticultural, and/or silviculture purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter
contained, Grantor and Government hereby agree and contract as follows, to wit:

Grantor hereby grants to Government a servitude for land application of processed municipal
sewage sludge and water treatment plant lime sludge upon the following described property, to wit:

That certain tract of land located in Sections 14, 23, 44, 45, 47, 61,
93, 95, and 96, T10S-R5E, Parish of Lafayette, Louisiana, containing
953 acres, as shown in the attached drawing marked "Girouard
Ranch."

The obligations of Grantor and of the above described property in connection with the
servitude granted herein shall be as follows:

1. The above described property shall be made available to Government and its agents
and assigns for land application on a seven day per week/twenty-four hour per day
basis during the application operation.
2. Government and its officers, employees, agents, contractors, licensees, and invitees,
shall have the right of ingress and egress to and from the above described property.

3. Grantor shall conform to a mutually approved Operations Plan developed by Government in cooperation with Grantor and the Soil Conservation Service for all lands to receive sludge, and to maintain all provisions of the plan for a minimum of two (2) years following the last application of processed municipal sewage sludge or water treatment plant lime sludge.
4. Grantor shall incorporate the last application of sludge for a sufficient period, not less than ninety days, prior to implementation of any proposed land use change.
5. Grantor shall allow no other agency other than Government to apply sludge or other resources to the above described property. Grantor shall promptly notify Government of any fertilizer or other chemicals or substances which are applied to the above described property, and such notification shall include dates and rates of application.
6. Grantor shall indemnify and hold harmless Government, its officers, employees, agents, contractors, licensees, and invitees from any and all claims, demands, causes of action or suits, of any kind whatsoever arising from the application of sludge on the above described property, and all activities incident thereto.

IN CONSIDERATION of the foregoing, the Lafayette City-Parish Consolidated Government agrees as follows:

1. Government shall supply processed municipal sewage sludge or water treatment plant lime sludge as available. Application costs, protection of the above described property, and protection of the environment will influence the delivery of sludge and the quantity of sludge available for delivery; however, these factors are for illustrative purposes only, and the quantity of sludge which Government delivers, has available for delivery, or makes available for delivery shall be in Government's sole judgment and discretion. With the above limitations, the application rates and times of application will be in conformance with the Operations Plan and the requirements of the Louisiana Department of Environmental Quality and United States Environmental Protection Agency.
2. Government shall provide Grantor with a chemical analysis of the processed municipal sewage sludge semiannually, which shall indicate the following: pH, Nitrogen (N), Phosphorous (P-O₂), Potash (K₂O), Ammonia (NH₃), Nitrate Nitrogen (NO₃-N), Total Phosphorous (P), Total Potassium (K), and percent (%) solids. Government shall make such other tests as are required by regulatory authorities.
3. Government shall maintain a file of all lands involved in the sludge application program, with a log of quantity and material applied to each land unit.

This Agreement shall be in effect for a period of ten years from the effective date written hereinbelow. However, at any time after two years from the date first above written and upon ninety (90) days written notice to the other party, this Agreement may be terminated by either party. Government reserves the right to terminate this Agreement at any time, without prior notice, if, in the sole judgment and discretion of Government, regulatory requirements become too burdensome or too expensive to continue the practice of sludge application.

This Agreement shall be an obligation running with the land of Grantor described herein, and shall be binding upon Grantor, his heirs, executors, administrators, successors, and assigns.

The effective date of this Agreement is the 18th day of December
2000.

THUS DONE AND PASSED ON the various dates hereinafter set out in the presence of the undersigned competent witnesses and Notaries, after due reading of the whole.

WITNESSES:

[Signature]
EDGAR STELLY, JR.
[Signature]
MARSHALL MILLER

GRANTOR:

SAGNESS GIROUARD RANCH

By: [Signature]
Craig Girovard
Senior Partner/Owner

DATE: Dec 18, 00

[Signature]
NOTARY PUBLIC

WITNESSES:

[Signature]
Jennifer Aiguier
[Signature]
Nolen Lauff

GRANTEE:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

By: [Signature] CAS
Walter S. Comeaux
City-Parish President

DATE: 1-02-01

[Signature]
NOTARY PUBLIC



OFFICIAL SEAL
RANDALL J. DAVID
NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ST. LANDRY
My commission Expires with life

Commissioned in St. Landry Parish
Qualified for Lafayette Parish

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE

First VENDEE

GIROUARD, CRAIG CARLTON

Index Type : Conveyances

File Number : 2010-00048148

Type of Document : Transfer

Recording Pages : 12

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Perret
Clerk of Court

On (Recorded Date) : 12/03/2010

At (Recorded Time) : 1:15:54:000 PM



Doc ID - 030482290012



Do not Detach this Recording Page from Original Document

ACT OF TRANSFER OF TRUST PROPERTY

STATE OF LOUISIANA §
 §
PARISH OF LAFAYETTE §

BEFORE the undersigned Notaries Public, duly commissioned and qualified in and for the counties (or parishes) and states as shown below and in the presences of the witnesses hereinafter undersigned, personally came and appeared ZACKIE PINES EVANS, Trustee of the TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE, who declared and said that pursuant to the terms of the Terry Clay Girouard Inter Vivos Trust Number One, the Trustee does hereby transfer, give, convey and deliver unto CRAIG CARLTON GIROUARD, whose address is 301 Bayou Tortue, Broussard, LA 70518 and LYNDON CLAY GIROUARD, whose address is 17 Brandywine Circle, Penfield, NY 14526, beneficiaries of said trust, all rights, title and interest held by ZACKIE PINES EVANS, as Trustee of the TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE in the following:

1. the oil, gas and other minerals on, under and which may be produced from that certain real property which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. Said property being the same property transferred to ZACKIE PINES EVANS, as Trustee of the TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE in the following instruments:
 - A. Act of Donation from Sagness Girouard, Jr. and Margaret Spitzer Girouard dated October 15, 1979 recorded under file number 84-041245 by the Lafayette Parish Clerk of Court, as ratified by an Act of Ratification dated August 23, 1985 recorded under file number 85-034880 by the Lafayette Parish Clerk of Court;

- B. Act of Donation from Terry Clay Girouard and Sandra Shaw Girouard, Jr. dated October 15, 1979 recorded under file number 84-041246 by the Lafayette Parish Clerk of Court, as ratified by an Act of Ratification dated August 21, 1985 recorded under file number 85-034879 by the Lafayette Parish Clerk of Court and an Act of Ratification dated August 26, 1985 recorded under file number 85-034881 by the Lafayette Parish Clerk of Court; and
- C. Act of Donation from Robert Milton and Joyce Legette Girouard dated October 15, 1979 recorded under file number 84-041247 by the Lafayette Parish Clerk of Court, as ratified by an Act of Ratification dated August 23, 1985 recorded under file number 85-034882 by the Lafayette Parish Clerk of Court.

2.

the property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference. Said property being the same property transferred to ZACKIE PINES EVANS, as Trustee of the TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE in the following instruments:

Sale of Immovables from Sandra Shaw Girouard dated April 13, 1985 recorded under file number 85-011989 by the Lafayette Parish Clerk of Court, as ratified by Sale and Ratification of Sale dated August 21, 1985 recorded under file number 85-034883 by the Lafayette Parish Clerk of Court.

The said CRAIG CARLTON GIROUARD and LYNDON CLAY GIROUARD, are also appearing herein, and accepting and acknowledging receipt of the aforescribed property unto themselves, their heirs and assigns forever.

THUS DONE AND PASSED, in the County of Brazoria, State of Texas, this 4th day of Nov, 2010, in the presence of the following Notary, and the undersigned competent witnesses.

[Handwritten Signature]
TRUSTEE

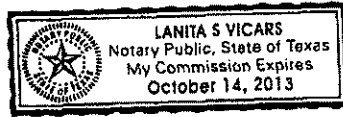
ZACKIE PINES EVANS, Trustee of the TERRY CLAY GIROUARD INTER VIVOS TRUST NUMBER ONE

WITNESSES:

[Handwritten Signature]
Printed Name: MISSY EVANS

[Handwritten Signature]
Printed Name: SAGNESS GIROUARD, TX

[Handwritten Signature]
NOTARY PUBLIC, State of Texas



THUS DONE AND PASSED, in the Parish of Lafayette, State of Louisiana, this
10th day of November, 2010, in the presence of the following Notary, and the undersigned competent
witnesses.

Craig Carlton Girouard
CRAIG CARLTON GIROUARD

WITNESSES:

Angelique Stelmor
Printed Name: Angelique Stelmor

Shelly Simon
Printed Name: Shelly Simon

Monique Saltzman
NOTARY PUBLIC, State of Louisiana



THUS DONE AND PASSED, in the County of Wayne, State of New York, this 24th day of Nov, 2010, in the presence of the following Notary, and the undersigned competent witnesses.

Lyndon Clay Girovard
LYNDON CLAY GIROVARD

WITNESSES:

[Signature]
Printed Name: Al Cassino Jr.

[Signature]
Printed Name: Shannon Mahington

[Signature]
NOTARY PUBLIC, State of New York

CINDY AMEILE
Notary Public, State of New York
Qualified in Wayne County
No. 01AM224001
My Commission Expires 06-28-2014

EXHIBIT "A"

TOWNSHIP 10 SOUTH, RANGE 5 EAST

All those certain tracts or parcels of land containing 984.51 acre more or less, situated in Section(s) 14, 23, 44, 45, 47, 61, 93, 94 and 96, being more fully and particularly described by, but not limited to the following conveyances recorded in the Lafayette Parish Conveyance Records, to wit: #538654, #590305, #600473, #619587, #649157, #454792, #454793, #468052, #477633, #484101, #488512, #494702, #497481, #513366, #514783, #529034, #543618, and #563314. LESS AND EXCEPT: (1) that 14 acre tract conveyed to Terry Clay Girouard by Act #484101, (2) that 2.613 acre tract conveyed to Thomas Delahoussaye by Act #563314 and (3) that 33 x 172 foot tract conveyed by Act #405845 to Lionel Girouard.

EXHIBIT "B"

1. That certain tract of land in the Fifth Ward of the Parish of Lafayette containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, and on the West by a public road; said property was acquired under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The right of way of the Department of Highways containing 1.43 acres runs diagonally through the said tract of land, as shown on the plat of survey attached to the sale to the Department of Highways in the Clerk's office of the Parish of Lafayette; the description given above by boundaries includes the whole of the tract containing 33.84 acres.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #454792, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

2. That certain tract of land in the Fifth Ward of Lafayette, Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenna, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired under Act No. 160461 of the Clerk's office of the Parish of Lafayette.
3. That certain tract of land situated in the Fifth Ward of the Parish of Lafayette, Louisiana containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard, on the East by property formerly belonging to Mozart Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act. No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.

LESS: Parcel of ground at the northwest corner of said tract measuring 33 feet north and south and 172 feet east and west, sold to Lionel Girouard.

Sandra Shaw Girouard's interest in Tract 2 and Tract 3 above having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #454793, dated March 18, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

- 4. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing Seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C. K. Langlanais, C. E., December 9th, 1964 said parcel of ground is bounded as follows:

On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Acts Nos. 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #468052, dated December 15, 1964, in the Conveyance Records of Lafayette Parish, Louisiana.

- 5. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of highland bounded on the North by a gravel road separating said property from other properties, on the East by a gravel road, on the South by property of Billeaud Planters, Inc.; said tract of land is described as Parcel B on the plat of survey prepared by C. K. Langlanais, registered surveyor, dated December 9, 1964, said property was acquired in part from Billeaud Planters, Inc. And in part from Hebrard Girouard.

- 6. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, in Sections 44 and 93, Township 10 South, Range 5 East, containing 14 acres; said property is bounded on the South by a gravel road separating said property from the 58 acre tract described above; said property is designated as a 14 acre tract on plat of survey prepared by Colomb & Laurent, registered surveyors, dated September 23, 1965, said property was acquired in part from Billeaud Planters, Inc. and in part from Mozart Girouard.

A part of Sandra Shaw Girouard's interest in the above tract of land having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #484101, dated October 30, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

A part of Sandra Shaw Girouard's interest in the above tract of land having been conveyed by SAGNESS GIROUARD, JR. and MARGARET SPITZER GIROUARD, and ROBERT MILTON GIROUARD and JOYCE LEGETT GIROUARD to her by Act of Sale recorded in Entry #484102, dated October 12, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

- 7. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one acre having such dimensions and boundaries as shown by plat of survey of C. K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C and D on the said plat of survey.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by RUBY GIROUARD to her by Cash Sale recorded in Entry #477633, dated July 5, 1965, in the Conveyance Records of Lafayette Parish, Louisiana.

- 8. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey of Fred L. Colomb, dated February 3rd, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by RUBY GIROUARD to her by Cash Sale recorded in Entry #488512, dated February 16, 1966, in the Conveyance Records of Lafayette Parish, Louisiana.

- 9. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966.

- 10. That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated February 15, 1966.

Sandra Shaw Girouard's interest in Tract 9 and Tract 10 above having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #494702, dated June 20, 1966, in the Conveyance Records of Lafayette Parish, Louisiana.

- 11. That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3rd, 1966 and attached to and made a part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot # 2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by MARCY DAVENPORT aka MARC DAVENPORT to her by Cash Sale recorded in Entry #497481, dated August 10, 1966, in the Conveyance Records of Lafayette Parish, Louisiana.

12. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C. K. Langlinais dated August 13th, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by RUBY GIROUARD to her by Cash Sale recorded in Entry #513366, dated August 31, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

13. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C. K. Langlinais, dated August 26, 1967, marked "A" for identification and said tract of land being irregular in shape and being bounded northerly by property of heirs of J. O. Girouard, southerly by Sagness Girouard, easterly by heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.
14. That certain tract of land, situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C. K. Langlinais, dated August 26, 1967, marked "B" for identification and said tract of land being irregular in shape and being bounded northerly by Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin heirs and Colomb & Roy.

Sandra Shaw Girouard's interest in Tract 13 and Tract 14 above having been conveyed by SAGNESS GIROUARD and FLOY DYKES GIROUARD to her by Act of Sale recorded in Entry #514783, dated September 29, 1967, in the Conveyance Records of Lafayette Parish, Louisiana.

15. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C. K. Langlinais dated August 13, 1966, and being shown between the letters "B", "D", "E", and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by RUBY GIROUARD to her by Credit Sale recorded in Entry #529034, dated August 29, 1968, in the Conveyance Records of Lafayette Parish, Louisiana.

16. That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969 and being shown between the letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard, in part by Plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye, their heirs or assigns, Westerly by Parish Road in part and in part by T. W. Delahoussaye, and by Plot #1.

Sandra Shaw Girouard's interest in the above tract of land having been conveyed by RUBY GIROUARD to her by Credit Sale recorded in Entry #543618, dated June 11, 1969, in the Conveyance Records of Lafayette Parish, Louisiana.

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
PO Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GIROUARD, ROBERT MILTON

First VENDEE

GIROUARD, MARK KEVIN

Index Type : Conveyances

File Number : 2012-00025379

Type of Document : Judgment Of Possession

Recording Pages : 8

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 07/02/2012

At (Recorded Time) : 12:06:57PM



Doc ID - 033099610008



SUCCESSION

* 15TH JUDICIAL DISTRICT COURT

OF

* PROBATE NUMBER 2012-0220

ROBERT MILTON GIROUARD

* LAFAYETTE PARISH, LOUISIANA

* * * * *

JUDGMENT OF POSSESSION

Considering the Petition for Possession and the record of these proceedings, satisfactory proof having been submitted to the court that the last will and testament of the decedent has been probated and that no challenge to the last will and testament is pending, that no inheritance taxes are due by the heirs, and the law and competent evidence entitling Petitioners to the relief prayed for and for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that:

I. MARK KEVIN GIROUARD, as Trustee of the Residuary Testamentary Trust of Robert Milton Girouard created in the Last Will and Testament of Robert Milton Girouard previously probated in these proceedings, is recognized as the universal legatee of the Decedent, and as such is sent into possession, in full ownership, of the following described property, to-wit:

An undivided one-half(1/2) interest in and to each of the following assets:

A) An undivided one-third (1/3) interest in and to: That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned ow or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 1/2 Arps".

TOGETHER WITH

B) Act 514783, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C.K. Langlinais, dated August 26, 1967, marked "B" for identification; said tract of land being irregular in shape and being bounded northerly by the Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and

Alcide Landry or assigns; westerly by Janin Heirs and Colomb & Roy.

TOGETHER WITH

- C-1) Act 514783, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C.K. Langlinais, dated August 26, 1967, marked as "A" for identification; said tract of land being irregular in shape and being bounded northerly by property of Heirs of J.O. Girouard, southerly by Sagness Girouard, easterly by Heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

TOGETHER WITH

- C-2) Act 619587, An undivided one-third (1/3) interest in and to: that certain parcel of low land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 249.15 acres, shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit B" on said plat of delineated between the numbers "1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 1".

TOGETHER WITH

- E) An undivided one-third (1/3) interest in and to: That certain tract or parcel of land containing 4.950 acres, more or less, being situated in Section 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being a portion of that certain property purchased by the Broussard Environmental Service and Enhancement District by act of Cash Sale to the Broussard Environmental Service and Enhancement District from Richard C. Meaux, et al dated April 15, 2003 and recorded under file number 03-049103 of the records of Lafayette Parish Clerk of Court's Office and that certain Expropriation Judgment against Stephen E. Meaux dated September 15, 2003 and recorded under file number 03-050251 of the records of the Lafayette Parish Clerk of Court's Office.

LESS AND EXCEPT:

1. An undivided one-third (1/3) interest in and to: Various non-contiguous portions of Tracts A, B, C, & E, above, containing approximately 21 acres, more or less, and identified as Areas 1, 2 and 3 on a preliminary plat of survey prepared by M. J. Broussard, Inc. and dated December 20, 2002, a copy of which is attached to the Judgment entered in Docket No. 2002-2286-I wherein Broussard Environmental Service and Enhancement District was Plaintiff and Sagness Girouard, III, et al were Defendants recorded under File No. 03-002515 of the Conveyance Records of Lafayette Parish, Louisiana; and

2. An undivided one-third (1/3) interest in and to: That certain parcel of land containing 1.553, more or less, in Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the southern most portion of that certain tract of land belonging to Sagness Girouard, III et al, as described as item (b) 3.ii in that certain Judgment of Possession dated February 7, 1994, recorded under file number 95-4194 of the records of the Lafayette Parish Clerk of Court's Office.
- D) Act #619587, An undivided one-third (1/3) interest in and to: that certain parcel of high land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 41.84 arpents (35.56 acres), and being bounded northerly by remaining property of Sagness Girouard, hereinafter described, southerly by property belonging to Sagness Girouard, Jr. et al, property of Terry Clay Girouard and State Route 667, easterly by property belonging to Sagness Girouard, Jr, et al. and property of Terry Clay Girouard, and westerly by property of Jos. O. Girouard or assigns and property of Sagness Girouard, Jr., et al., being the property more fully shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto, and marked "Exhibit A" on said plat and delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, A" on said plat.
- F) Act 494702, An undivided one-third (1/3) interest in and to: that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of Sagness Girouard and Floy Dykes Girouard, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.
- G) Act 454793, An undivided one-third (1/3) interest in and to: that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to Sagness Girouard and Floy Dykes Girouard, on the East by property formerly belonging to Mozart Girouard, now owned by Sagness Girouard and Floy Dykes Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.
- H) Act #454793, An undivided one-third (1/3) interest in and to: that certain tract of land in what is now or formerly was the Fifth Ward of Lafayette Parish, Louisiana, containing approximately

35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by Sagness Girouard and Floy Dykes Girouard, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and now belonging to Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 160461 of the Clerk's Office of the Parish of Lafayette.

- I) Act #494702, An undivided one-third (1/3) interest in and to: that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of Sagness Girouard and Floy Dykes Girouard, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of Sagness Girouard and Floy Dykes Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.

- J) Act #468052, An undivided one-third (1/3) interest in and to: that certain tract of land in what is now or formerly was the Fifth (5th) Ward of the Parish of Lafayette, Louisiana, containing seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C.K. Langlinais, C.E., December 9, 1964; said parcel of ground is bounded as follows: On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of Sagness Girouard and Floy Dykes Girouard, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Sagness Girouard and Floy Girouard by Acts Numbers 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

- K) Act #484101, An undivided one-third (1/3) interest in and to: that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of high land bounded on the North by a gravel road separating said property from other properties of Sagness Girouard and Floy Dykes Girouard, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to Sagness Girouard, Jr., Margaret Spitzer Girouard, Robert Milton Girouard, Joce Legette Girouard, Terry Clay Girouard, and Sandra Shaw Girouard; said tract of land is described as Parcel B on the plat of survey prepared by C.K. Langlinais, registered surveyor, dated December 9, 1964, said property was acquired in part by Sagness Girouard

and Floy Dykes Girouard from Billeaud Planters, Inc. and in part from Hebrard Girouard.

- L) Act #477633, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown by plat of survey of C.K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C, and D on the said plat of survey.

TOGETHER WITH:

- M) Act #488512, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey by Fred L. Colomb, dated February 3, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.

TOGETHER WITH:

- N) Act #497481, An undivided one-third (1/3) interest in and to: that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3, 1966 and attached to and made part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

TOGETHER WITH:

- O) Act #513366, An undivided one-third (1/3) interest in and to: that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C.K. Langlinais dated August 13, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of Ruby Girouard and easterly by property of Sagness Girouard, Jr., Milton Robert Girouard and Terry Clay Girouard.

TOGETHER WITH:

- P) Act #529034, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C.K. Langlinais dated August 13, 1966, and being shown between the letters "B", "D", "E", and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of Ruby

Gregory and Easterly by property of Sagness Girouard, Jr., Robert Milton Girouard, and Terry Clay Girouard.

TOGETHER WITH:

- Q) Act #543618, An undivided one-third (1/3) interest in and to: that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, and being shown between the letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.
- R) Act #454792, An undivided one-third (1/3) interest in and to: that certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.
- S) An undivided one-third (1/3) interest in and to: An undivided interest in all of the oil, gas and other minerals in and under the above described lands.

II. The income, principal, and contingent beneficiaries of said Trust, as well as the powers and duties of the Trustee of said Trust and all other terms and conditions of said Trust as set forth in the Last Will and Testament of Robert Milton Girouard dated December 9, 1982 and previously admitted to ancillary probate herein, shall be as set forth in the Last Will and Testament of Robert Milton Girouard, which is incorporated herein by reference as fully and completely as though the Trust provisions of said Last Will and Testament had been reprinted herein in their entirety.

III. All banks, trust companies, insurance companies, brokerage firms, and all other persons, partnerships, or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds, options, mutual funds, annuities,

securities, certificates of deposit, savings certificates, or other cash equivalents, or any other property of any nature or description belonging to the succession of the decedent are hereby ordered to deliver them or pay them to MARK KEVIN GIROUARD, TRUSTEE, without the necessity of any further orders of this court.

Read and signed in chambers at Lafayette, Louisiana, this 29 day of June
2012.

Susan Ruelle
DISTRICT JUDGE

FILED THIS 29
DAY OF June, 20 12
Shane Dumas
Deputy Clerk of Court



SUCCESSION
OF
ROBERT MILTON GIROUARD

* 15TH JUDICIAL DISTRICT COURT
*
* PROBATE NUMBER 2012-0220
*
* LAFAYETTE PARISH, LOUISIANA
*

* * * * *

STATE OF TEXAS
COUNTY OF BRAZORIA

AFFIDAVIT OF DEATH AND HEIRSHIP

BEFORE ME, the undersigned Notary Public, personally came and appeared MARK KEVIN GIROUARD and SAGNESS GIROUARD, III, to me personally known, who upon being duly sworn did depose and state that:

1.

The Appearers knew the Decedent Robert Milton Girouard well, Appearers being son and nephew, respectively, of the Decedent.

2.

Robert Milton Girouard died on March 18, 2010, in Brazoria County, Texas, at the age of 86 years.

3.

The Decedent was domiciled in Freeport, Brazoria County, Texas, and resided in Brazoria County, Texas at the time of death. However, the Decedent owned immovable property in Lafayette Parish, Louisiana at the time of his death.

4.

The Decedent died testate, leaving a Last Will and Testament dated December 9, 1982, and a Codicil thereto dated October 22, 1990, both of which have been probated by the appropriate probate court in the state of Texas.

5.

Robert Milton Girouard and Joyce Leggett were married but once, and then to each other. They had four (4) children, to-wit: Mark Kevin Girouard, Vicki Corinne Girouard Coker, Robbie Gay Girouard Thompson, and Maureen Elaine Girouard Moore, all of whom were over the age of

twenty-three (23) and none of whom are permanently disabled. Robert Milton Girouard had no other children nor did he adopt any.

Mark Kevin Girouard
MARK KEVIN GIROUARD
Sagness Girouard, III
SAGNESS GIROUARD, III

SWORN TO AND SUBSCRIBED before me, by MARK KEVIN GIROUARD, at
Galveston, Texas this 21st day of March, 2012.
Stephen Caldwell Jr.
NOTARY PUBLIC, STATE OF TEXAS



SWORN TO AND SUBSCRIBED before me, by SAGNESS GIROUARD, III, at
Sanport, Texas this 21st day of March, 2012.
Lantia S. Vicars
NOTARY PUBLIC, STATE OF TEXAS



FILED THIS
DAY OF Dec, 2012
Michael J. [Signature]
Deputy Clerk of Court

11-031907

FILED
AT 11:29
JUN 8 2012
CLERK OF COURT
BRAZORIA COUNTY TEXAS



P-2012-0220

Last Will and Testament

OF

ROBERT MILTON GIROUARD

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

I, ROBERT MILTON GIROUARD, a resident of Brazoria County, Texas, do hereby declare this to be my last Will, and I do hereby revoke all wills and codicils previously made by me.

I.

IDENTITY OF TESTATOR'S FAMILY

I declare that I am married to Joyce Legett Girouard and that all references in this Will to "my spouse" are references to her. I have four children, at this time, who are named as follows:

1. Maureen Elaine Girouard Moore, a female, who was born on March 3, 1947, in Brazoria County, Texas;
2. Robbie Gay Girouard Thompson, a female, who was born on June 9, 1950, in Brazoria County, Texas;
3. Vicki Corinne Girouard Coker, a female, who was born on September 29, 1952, in Brazoria County, Texas; and
4. Mark Kevin Girouard, a male, who was born on January 25, 1956, in Brazoria County, Texas.

No other children have been born to or adopted by me. However, I direct that this Will shall apply to any children who are born to or adopted by me after the date of this Will in the same manner as if they were alive at the time of the execution of this Will and mentioned specifically herein. Further, the child or children of any deceased child of mine shall receive the same share said deceased child would have received, per stirpes.

II.

IDENTITY OF ESTATE

It is my intention by this Will to dispose of all of the separate property which I may own at my death, and of only my one-half

Robert Milton Girouard
 ROBERT MILTON GIROUARD
 FILED THIS _____
 DAY OF _____, 2012
[Signature]
 Deputy Clerk of Court

STATE OF TEXAS COUNTY OF BRAZORIA
 I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
 JOYCE HUDMAN, BRAZORIA COUNTY CLERK
 By *[Signature]* Deputy

(1/2) interest in all of the community property owned by my spouse and myself. However, I hereby elect not to exercise any power of appointment exercisable by a Will which I now have or which may hereafter be conferred upon me; no provision of this Will shall be construed as an exercise in whole or in part of any such power.

III.

PAYMENT OF DEBTS, EXPENSES AND TAXES

I direct that all Federal and State estate and inheritance taxes (other than (1) any recapture of estate taxes under Section 2032A of the Internal Revenue Code (hereinafter referred to as "the Code"), and (2) any generation skipping taxes under Chapter 13 of the Code) payable by reason of my death, together with any interest and penalties thereon, all of my legal debts, all the expenses of my last illness and funeral, and the expenses of administering my estate shall be charged against my residuary estate and may be paid in such order and out of such of the assets of my residuary estate (including the income of my residuary estate) as my Executrix may deem best. No contribution for any of such taxes imposed upon the proceeds of any insurance policy on my life (other than any such proceeds payable to my estate), or upon any other non-probate asset of mine shall be required to be made by the beneficiary of such proceeds. My Executrix is specifically given the right to renew and extend, in any form that she deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my Executrix be required to prepay any debt of mine. In paying such debts, expenses and taxes, my Executrix may use any funds received by her for such purposes from the Trustee of the Residuary Trust created hereinafter.

IV.

REQUESTS AND DEVISES

4.1 MARITAL DEDUCTION GIFT

I give, devise and bequeath to my spouse, if she survives me by at least one hundred eighty (180) days or until this Will is probated, whichever occurs earlier, an amount of property equal in value to:


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

- a. The maximum federal estate tax marital deduction available to my estate, less;
- b. The value for Federal Estate Tax purposes of all items in my gross estate which qualify for the deduction and which pass or have passed to my wife in a form qualifying for the deduction otherwise than under this gift.

However, the amount of this gift shall be reduced by the amount, if any, needed to increase my taxable estate to the largest amount that will result in no federal estate tax being payable by my estate, after allowing for the unified credit against the federal estate tax but no other credit. It is my direction that, in no event, shall the marital deduction gift hereunder exceed that amount which will render the estate non-taxable for federal estate tax purposes after all other deductions, exemptions, exclusions and other adjustments.

In making the computations necessary to determine the amount of this pecuniary gift, values as finally determined for federal estate taxes shall be used. My Executrix is authorized to satisfy this pecuniary gift by making distributions in cash, in kind, or partly in cash and partly in kind, except that my Executrix shall not satisfy this legacy with any property or interest in property which is subject to foreign death tax marital deduction or which is subject to foreign death taxes, with income in respect to a decedent, or with the right to income in respect to a decedent. In choosing the property with which to fund the marital deduction gift, I desire that my Executrix first consider cash and interest bearing securities, then items personally used by my spouse, such as our residence, automobiles and other such property and then property that is not likely to appreciate rapidly in value.

Notwithstanding anything contained in this Will, my spouse or the Executor of her estate is expressly authorized to disclaim all or any portion of this marital deduction gift at any time after my death. In the event that this right to disclaim is exercised, all property so disclaimed shall pass to the trustee of the Residuary Trust created hereinafter.

Robert Milton Steward
 ROBERT MILTON STEWARD

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STATE OF TEXAS COUNTY OF BRAZORIA
 I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
 JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By *JH* Deputy

4.2 RESIDUARY TRUST

I give, devise and bequeath all of the rest, residue and remainder of my estate to my Trustee, in trust, to be held, administered and distributed in accordance with the following provisions:

(1) Distribution during my spouse's life:

(a) The Trustee during the lifetime of my spouse shall make the following payments:

- (1) The Trustee shall pay to, or apply for the benefit of, my spouse so much of the net income from the trust estate during her lifetime as may be necessary to reasonably provide for her health, support and maintenance. So far as is reasonably possible, I desire my spouse to enjoy the same standard of living which she enjoyed at the time of my death.
- (2) The Trustee shall distribute to my children, or to the descendants of any of my deceased children, so much of any net income of the trust estate not distributed to my spouse as my Trustee may deem necessary or reasonable to provide for their health, education, maintenance and support.
- (3) In the event that the net income from the Residuary Trust is insufficient to provide for the health, education, support and maintenance of any beneficiary of this trust, the Trustee may pay to or apply for the benefit of any such beneficiary such sums from the principal of the trust as are necessary to maintain his or her health, education, support or maintenance.
- (4) All distributions of net income from the trust estate made by the Trustee shall be payable monthly or in other convenient installments, but in no event less often than quarterly. In making any distributions from net income or principal, the Trustee shall not consider other sources of income available to my spouse.

(b) All income received during the probate administration of my estate and distributed by my Executrix to the Trustee, less an amount equal to any family allowance paid to my spouse and children, shall be retained by the Trustee and treated as principal of the trust estate.

- (2) On the death of my spouse or if my spouse should pre-decease me or fail to survive me by one hundred eighty (180) days or until this will is probated, whichever event occurs earlier, the Trustee shall:

Divide the Residuary Trust estate into as many shares as there are children of mine then living and children then deceased by leaving issue then living. Each share shall constitute and be held, administered and distributed by the Trustee as a separate trust.


ROBERT MILTON STEWARD

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STATE OF TEXAS COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

- (1) One equal share shall be set aside for the benefit of each of my children who may then be living and shall constitute the trust estate of such child's Trust.
- (2) One equal share shall be set aside for the benefit of the surviving issue of each of my deceased children who leave issue then living and shall constitute the trust estate of the trust for such issue of my deceased child.

Apply and distribute the net income and principal of each of the shares of the Residuary Trust estate set aside for the benefit of the beneficiaries of the Residuary Trust as follows:

- (1) Until such beneficiary attains the age of Twenty-five (25) years, the Trustee shall pay to or apply for the benefit of such beneficiary in monthly or other convenient installments so much of the net income and, if the net income is insufficient, so much of the principal, up to the whole thereof, from his or her share of the trust estate, as the Trustee in his discretion deems advisable for the beneficiary's proper welfare, support, maintenance and education. The Trustee shall accumulate and add to the principal of each beneficiary's share of the trust estate the balance, if any, of said net income.
 - (2) When such beneficiary attains the age of Twenty-five (25) years, the Trustee shall distribute to such beneficiary the then balance of the principal of his or her share of the trust estate.
 - (3) If any beneficiary for whom a share of the trust estate has been set aside should die prior to attaining the age of Twenty-five (25) years, then on the death of such beneficiary, the Trustee shall distribute all of the balance of such deceased beneficiary's share of the trust estate to his or her surviving issue per stirpes and not per capita. If there should be no such surviving issue, then all of the balance of such deceased beneficiary's share of the trust estate shall be added equally to the shares set aside for the benefit of the issue of my deceased beneficiaries as hereinabove provided, including proportionately both the distributed and the undistributed portion of each such share, to be held, administered, and distributed as part of such other shares.
- (3) The following terms, as used in this Will, mean:
- (1) The term "children" includes adopted children and any who may hereafter be born or adopted.
 - (2) The term "issue" means lawful blood descendants in the first, second and any other degree of the ancestor designated, and includes legally adopted children.


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

- (3) All references to the "Trust" or the "trust estate," unless otherwise specifically provided for herein, refer to each of the Testamentary Trust herein provided for, respectively, and the trustee estate of each Trust.
- (4) The term "education" includes both college and post-graduate or professional study at any accredited institution of the beneficiary's choice for any period of time that, in the judgment of the Trustee, is advantageous to the beneficiary; the Trustee shall provide adequate amounts for all related living and travel expenses of the beneficiary within reasonable time limits.
- (5) The term "beneficiary" means any person who may receive distributions under the Residuary Trust created in this Will.
- (4) Notwithstanding anything contained herein to the contrary, the Trustee shall not deliver the share of any person under the age of eighteen (18) years entitled to share in the distribution of principal or income hereunder until such person shall attain the age of eighteen (18) years. The Trustee may, however, apply to the use of any such person so much of the principal or income to which such person is entitled as the Trustee, in his sole discretion, may deem proper for the health, education, support and maintenance of such person. The Trustee may make payment of any income or principal, in his discretion, to the use of a person who has not yet attained the age of eighteen (18) years by making such payment to the parent or guardian of such person or by applying the same for the benefit of such person. The Trustee may accumulate for the benefit of a person who has not yet attained the age of eighteen (18) years so much of such income as the Trustee in his sole discretion does not apply for the health, education, support and maintenance of such person. Upon the attainment by such person of the age of eighteen (18) years, the Trustee shall pay such accumulated income to such beneficiary in addition to other payments of principal or income to which such beneficiary shall then become entitled.
- (5) The Trustee in exercising his discretionary authority with respect to the payment of income or principal of the trust estate to any beneficiary except my spouse, shall take into consideration any income for other resources available to such beneficiary from sources outside of this Trust that may be known to the Trustee. The Trustee may accept as final and conclusive the written statement of the beneficiary receiving payment as to other available income or resources. The determination of the Trustee with respect to the necessity or advisability of making payments out of income or principal to any beneficiary shall be conclusive on all person interested in this Trust.


 ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
 I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
 JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

- (6) No beneficiary or remainderman of any Trust shall have any right to alienate, encumber or hypothecate his or her interest in the principal or income of the Trust in any manner, nor shall any interest of any beneficiary or remainderman be subject to claims of his or her creditors or liable to attachment, execution or other process of law.
- (7) If on termination of the administration of my probate estate, there has been no distribution in Trust to the Trustee and events have occurred which would require the Trustee under the terms of this Will to make immediate distribution of all property, my Executrix shall perform all of the acts necessary to complete such distribution and for that purpose shall have all the powers granted by this Will to the Trustee.

4.3 CONTINGENT BENEFICIARIES

In the event that none of the persons receiving distributions under this Will as named hereinabove survives me, or none of said persons survives until one hundred eighty (180) days after my death or until this Will is probated, whichever event occurs earlier, or if none of said persons survives until the termination of the trusts created hereinabove, then I give, devise and bequeath all of my estate, whether real, personal or mixed, to the person or persons who would inherit from me under the Texas laws concerning intestate descent and distribution.

V.

POWERS AND DUTIES OF TRUSTEE

5.1 I appoint Sagness Girouard, Jr. and Joyce Leggett Girouard as Co-Trustee of the trusts created by this Will; however, if either of said persons is unable or unwilling to act or to continue to act as Trustee of said trusts, then I appoint the remaining person as sole Trustee. Further, if both of said person are unable or unwilling to act or to continue to act as Trustee, then I appoint Mark Kevin Girouard as sole Trustee. If Mark Kevin Girouard is unable to act or to continue to act as Trustee, then I appoint Sagness Girouard, III as Trustee. All references to the term "Trustee" hereinafter shall include the Co-Trustees, sole Trustee and any alternate Trustee or successor Trustees appointed hereunder.


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

5.2

A. Resignation of Trustee Any Trustee may resign without court action by giving at least thirty (30) days written notice to each income beneficiary of a Trust created hereunder, provided that, if any such beneficiary is then under a legal disability, such notice may be given to the guardian of such beneficiary's estate, or if there is no such guardian, the person having the care or custody of such beneficiary.

B. Exculpatory Provision No Trustee hereunder shall be held liable for any act or omission of such Trustee (or of any agent of such Trustee) which is performed in good faith and without gross negligence. Any successor Trustee is relieved of any duty to examine the acts of any prior fiduciary, or to require an accounting therefrom, and shall be responsible only for those assets actually delivered to such successor Trustee.

C. Compensation and Reimbursement of Trustee Any Trustee hereunder which is a bank or trust association shall be entitled to receive for such Trustee's services in that capacity reasonable compensation not to exceed such compensation as is then customary and usual where such services are performed. Any Trustee shall be entitled to reimbursement from the Trust Estates for all expenses, including, but not limited to, compensation to agents and fees for professional services incurred in the administration thereof.

5.3 In order to carry out the purposes of any Trust established by this Will, the Trustee, in addition to all other powers and discretions granted by this Will or by law, shall have the following powers and discretions, subject to any limitations specified elsewhere in this Will:

A. To continue to hold any and all property received by the Trustee or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Trustee, in exercising reasonable prudence, discretion and intelligence, considers that the retention is in the best interests of the Trust.


ROBERT MILTON STOUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

B. To invest and reinvest in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own accounts.

C. To exercise, respecting securities held in the trust estate, all the rights, powers and privileges of an owner, including, but not limited to, the power to vote, give proxies and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith to deposit securities with and transfer to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights, and to accept and retain as an investment any securities or any other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.

D. To hold securities or other trust property in the name of the Trustee as Trustee under each trust or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.

E. To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the trust estate, any business or partnership interests received by the trust estate.

F. To sell for cash or on deferred payments at public or private sale, to exchange and to convey any property of the trust estate.

G. To abandon any trust asset or interest therein in the discretion of the Trustee.

H. To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the trust estate.



ROBERT MILTON STEWART
STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

I. To lease any real or personal property of the trust estate for any purposes for terms within or extending beyond the duration of any trust.

J. To manage, control, improve and repair real and personal property belonging to the trust estate.

K. To partition, divide, subdivide, assign, develop and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easements to public use with or without consideration.

L. To make ordinary and extraordinary repairs and alterations in buildings or other trust property, to demolish any improvements to raze party walls or buildings and to erect new party walls or buildings as the Trustee deems advisable.

M. To borrow money for any trust purpose from any person, firm or corporation on the terms and conditions deemed appropriate by the Trustee and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using whatever procedures to consummate the transaction deemed advisable by the Trustee; and to replace, renew and extend any encumbrance and to pay loans or other obligations of the trust estate deemed advisable by the Trustee.

N. To enter into oil, gas, liquid or gaseous hydrocarbon, sulphur, metal and any and all other natural resource leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the exploration, development, operation and conservation of properties containing minerals or other natural resources; to drill, mine and otherwise operate for the development of oil, gas and other minerals; to contract for the installation and operation of absorption and repressuring plants; and to install and maintain pipelines.

O. To procure and carry at the expense of the trust estate insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the trust estate and the Trustee against any hazard.

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Robert Milton Girouard
ROBERT MILTON GIROUARD

STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By *JH* Deputy

P. To enforce any deed of trust, mortgage or pledge held by the trust estate and to purchase at any sale thereunder any property subject to any such hypothecation.

Q. To extend the time of payment of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Trustee.

R. To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.

S. To commence or defend at the expense of the trust estate any litigation affecting each trust or any property of the trust estate deemed advisable by the Trustee.

T. To pay all taxes, assessments, compensation of the Trustee and all other expenses incurred in the collection, care, administration and protection of the trust estate.

U. To employ any attorney, investment adviser, accountant, broker, tax specialist or any other agent deemed necessary in the discretion of the Trustee, and to pay from the trust estate reasonable compensation for all services performed by any of them.

V. On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable by the Trustee and to sell any property deemed necessary by the Trustee to make the distribution.

W. To do all the acts, and to exercise all the rights, powers and privileges which an absolute owner of the property would have, subject always to the discharge of his fiduciary obligations; the enumeration of certain powers in this Will shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on him by law or that may be necessary to enable the Trustee to administer each trust in accordance with the provisions of this Will, subject to any limitations specified in this Will.


ROBERT MILTON GIROUARD
STATE OF TEXAS COUNTY OF BRAZORIA

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I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possession.
JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

X. To purchase any assets from my estate, including any other trusts of which I am a settlor, at fair market value by utilizing the proceeds of any employee benefit plan, insurance policy and other assets of the trust estates, and may also loan funds or assets belonging to the trust estate to my probate estate, on such terms and in such amounts he deems advisable. Notwithstanding anything contained herein to the contrary, any assets, including but not limited to employee benefits payable to my Trustee, which are not includible in my gross estate for Federal estate tax purposes shall not be used in any manner for the benefit of my estate and in particular shall not be liable for or used for the payment of any taxes, liabilities, debts or other claims or charges against my estate.

5.4 Operational Provisions:

A. The Trustee shall determine what is income and what is principal of each trust established under this Will, and what expenses, costs, taxes and charges of any kind whatever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Texas as they may exist and may from time to time be enacted, amended or repealed.

B. The Trustee shall receive reasonable fees for the ordinary and extraordinary services rendered by him.

C. No bond for the faithful performance of duties shall be required of any person named in this Will as Trustee.

D. No Trustee appointed under this Will shall at any time be held liable for any action or default of himself or herself or her agent or of any other person in connection with the administration of the trust estate, unless caused by his or her own gross negligence or by a willful commission by him or her of an act in breach of trust.

E. The validity and administration of any trust established under this Will and all questions relating to the construction or interpretation of any such Trust shall be governed by the laws of the State of Texas.

F. No Trustee of any trust created by this Will who is also a beneficiary of a trust created herein shall, with respect to


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By:  Deputy

any trust of which he is a beneficiary, have any power whatever in the determination of accumulations of income or of any distributions of income of principal or the apportionment of receipts and expenses between principal and income or the establishment and maintenance of reserves in any trust of which he is a beneficiary, or any power in any determination, election or distribution which would cause the trust principal to be included in such beneficiary's gross estate for Federal estate tax purposes or which would cause trust income to be taxed to such beneficiary. Any such determinations, elections or distributions shall be made in the sole discretion of the other trustee or trustees, if any. The foregoing provisions of this paragraph shall also apply to my Executrix with respect to powers concerning my estate during the administration thereof.

VI.

POWERS AND DUTIES OF EXECUTRIX

6.1 I appoint my spouse, Joyce Leggett Girouard, as Independent Executrix of this Will. If she is unable or unwilling to act or to continue to act in that capacity, then I appoint Sagnes Girouard, ~~III~~, as Independent Executor of this Will. If he is unable or unwilling to act or to continue to act in that capacity, then I appoint my son, Mark Kevin Girouard, as Independent Executor of this Will. I direct that no action shall be taken in any court in the administration of my estate other than the probating and recording of this Will and the return of an inventory, appraisement and list of claims of my estate. My Independent Executrix, whether original, substitute or successor, is herein referred to as my "Executrix."

6.2 No bond or other security shall be required of any Executrix appointed in this Will.

6.3 Whether or not my estate is indebted to any person, I give unto my Executrix from the date of granting of Letters until my estate has been entirely distributed, the same rights, powers, authority, privileges and discretion with reference to the control, management and disposition of my estate, that are given to the Trustee by


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

by 

Deputy

this Will and to all trustees by the provisions of the Texas Trust Act (Article 7425(b) V.A.C.S. Tex.), in addition to all other powers given to independent executors by law or other provisions of this Will. Without limiting the generality of the foregoing authorization, I specifically authorize the following powers with respect to the settlement of my estate, to be exercised in each case from time to time in the discretion of my Executrix without further order of any Court:

A. To continue and operate, to sell or to liquidate, as my Executrix deems advisable at the risk of my estate, any business or partnership interest received by my estate.

B. To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any portion of my estate, real or personal, except for property specifically given by the terms of this Will, at the time or price and on the terms and conditions which my Executrix in her sole discretion may determine.

C. To abandon any estate assets or interests as my Executrix deem advisable.

D. To commence or defend at the expense of my estate any litigation affecting my estate deemed advisable by my Executrix.

E. To employ any attorney, investment adviser, accountant, broker, tax specialist, or other agent deemed necessary by my Executrix; and to pay from my estate reasonable compensation for all services performed by any of them.

F. To join with my spouse or her executor or administrator in filing any income tax return of the income of my said spouse and myself for any period for which such a return may be permitted, and to agree with my said spouse or her executor or administrator:

- (1) As to how the burden of the liability for any income tax, or interest thereon, arising out of the filing of a joint return by my Executrix and my said spouse or her executor or administrator, shall be borne as between my estate and my said spouse or her estate; and
- (2) As to who, as between my said spouse or her estate and my estate, shall be entitled:


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

- (a) To any refund or credit of any income tax, or interest thereon, based on the filing of a joint return by my said spouse and myself or by my Executrix and my spouse or her executor or administrator;
- (b) To any refund or credit of any amount paid on account of any joint declaration of any estimated income tax filed by my said spouse and myself, and of the interest of any such refund; and
- (c) To the benefit of any payment made by my said spouse and myself on account of any joint or separate declaration of any estimated income tax.

G. When paying legacies or dividing or distributing my estate, to make such payments, division or distribution wholly or partly in kind by allotting and transferring specific securities or other personal or real properties or undivided interests therein as a part of the whole of any one or more payments or shares at current values in the manner deemed advisable by my Executrix.

H. If, pursuant to any provisions of this Will, all or any part of my estate would otherwise be payable directly to a minor or minors, then, in that event and notwithstanding any statute or rule of law to the contrary, I authorize my Executrix to pay or deliver that part of the estate to which each such minor shall be entitled to the parent or the the legal guardian of such minor or to the person with whom such minor shall then reside, and the receipt from such parent or guardian or person with whom such minor shall reside, shall constitute a full release of my Executrix with respect to the part of the estate so paid or delivered.

VII.


WILL CONTEST

If any person who may receive property or other benefits under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate established by this Will given to that person is revoked and shall be disposed of in the same manner provided herein as if that person had predeceased me without issue.


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

VIII.

PRESUMPTIVE ORDER OF DEATH

8.1 For purposes of the marital deduction gift contained hereinabove, for purposes of any other gift to my spouse which would qualify for the federal estate tax marital deduction and for purposes of the provisions of the section entitled "Division of Proceeds and Benefits" hereinafter, if my spouse and I die under circumstances such that the order of our deaths cannot be determined by proof, or if my spouse survives me for any length of time whatever, my spouse shall be deemed to have survived me.

8.2 Except as otherwise provided hereinabove in this section VIII if any person fails to survive me by one hundred eight (180) days or until this Will is probated, whichever event occurs earlier, then such person shall be deemed to have predeceased me.

IX.

PROCEEDS AND BENEFITS

9.1 Collection of Proceeds and Benefits

The Trustee named in this Will may be named as a direct beneficiary of one or more life insurance policies on my life and as the direct beneficiary of benefits from one or more deferred compensation or employee benefit plans payable by reason of my death. As soon as possible after my death and after this Will is admitted to probate, my Trustee shall take possession of all such policies and other written instruments necessary to collect such proceeds and benefits. My Trustee shall, even if the administration of my estate by my Executrix is not completed, then collect such sums of money or other properties as shall be due under the terms of any such insurance policies or employee benefit plans, provided, however, that my Trustee need not incur any substantial expense in collecting such payments until he holds funds sufficient to pay such expenses. My Trustee may, however, in his discretion, choose any option of settlement available under the terms of any such insurance policy or employee benefit plan. In exercising any deferred payment settlement option, or in electing to


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

receive any payments in a lump sum, my Trustee shall take into account the Federal income and estate tax consequences thereof; provided, however, that my Trustee shall not be liable to any beneficiary hereunder for any adverse income or estate tax consequences occasioned by the exercise or non-exercise of any deferred payment settlement option.

9.2 Division of Proceeds and Benefits

All such proceeds and benefits payable directly to my Trustee hereunder shall be allocated and distributed as follows:

- (1) If my spouse survives me, my spouse's community one-half (1/2) interest in such proceeds and benefits, together with any and all of such proceeds and benefits which comprise the separate property of my spouse, shall be allocated and distributed outright to her;
- (2) If my probate estate is insufficient to fully satisfy the marital deduction gift provided hereinabove, then to the extent necessary to fully satisfy that gift, such proceeds and benefits shall be allocated and distributed outright to my spouse; and any such allocation and distribution shall be made in the same manner and subject to all of the same requirements as provided for the Marital Deduction Gift hereinabove;
- (3) The balance of such proceeds and benefits shall be allocated and distributed to the Residuary Trust created hereinabove.

X.

GENERAL

10.1 My spouse and I are executing Wills at approximately the same time in which each of us is a beneficiary of the Will of the other. These Wills are not being made because of any agreement between my spouse and myself. Either Will at any time may be revoked at the sole discretion of the maker thereof.

10.2 If any provision of this Will or of any codicil thereto is held to be inoperative, invalid or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective so far as is possible and reasonable.

10.3 Any headings above the various provisions of this Will have been included only in order to make it easier to locate the


ROBERT MILTON GIROUARD

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STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By  Deputy

subject covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.

10.4 As used in this Will, whenever the context so indicates, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others.

IN WITNESS WHEREOF, I, ROBERT MILTON GIROUARD, hereby set my hand to this, my Last Will, each page of which has been signed by me, on this the 9th day of December A.D. 1982.

Robert Milton Girouard
ROBERT MILTON GIROUARD, TESTATOR

The foregoing instrument, consisting of 19 pages, including this page and the self-proving affidavit, was in our presence signed by Robert Milton Girouard and declared by him to be his Last Will. We, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses on this 9th day of December, A.D. 1982.

Linda J. Green
WITNESS
Old Ocean, Texas
ADDRESS

Geneva R. Brooks
WITNESS
Freeport, Texas
ADDRESS

Dale Bass
WITNESS
Freeport, Texas
ADDRESS

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT MILTON GIROUARD, Linda J. Green
Geneva R. Brooks and Dale Bass
Bass, known to me to be the Testator and

STATE OF TEXAS COUNTY OF BRAZORIA
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JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By J. Hudman Deputy

the Witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said Testator declared to me and to the said Witnesses in my presence that said instrument is his Last Will and Testament, and that he willingly made and executed it as his free act and deed for the purposes therein expressed; and the said Witnesses each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a Witness; and upon their oaths each Witness stated further that they did sign their name as Witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over and was of sound mind, and that each of the said Witnesses was then at least fourteen (14) years of age.

Robert Milton Girouard
 ROBERT MILTON GIROUARD, TESTATOR
Linda J. Green
 WITNESS
Londra B. Brooks
 WITNESS
Ogden Bass
 WITNESS

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by the said ROBERT MILTON GIROUARD, Testator, and SUBSCRIBED AND SWORN TO BEFORE ME by the said Linda J. Green, Londra B. Brooks and Ogden Bass, Witnesses, this the 9th day of December, A.D. 1982

Theresa J. Stolarsky
 Notary Public in and for
 the State of Texas

THERESA J. STOLARSKY
 My Commission Expires 9-21-84

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STATE OF TEXAS COUNTY OF BRAZORIA
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 JOYCE HUDMAN, BRAZORIA COUNTY CLERK

By J. J. [Signature] Deputy

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
PO Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GIROUARD, JOYCE

First VENDEE

GIROUARD, ROBERT MILTON ESTATE

Index Type : Conveyances

File Number : 2012-00031526

Type of Document : Conveyance

Recording Pages : 11

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Perret
Clerk of Court

On (Recorded Date) : 08/13/2012

At (Recorded Time) : 8:55:41AM



Doc ID - 034163600011

ACT OF CONVEYANCE AND EXCHANGE OF PROPERTY

STATE OF LOUISIANA §
 §
PARISH OF LAFAYETTE §

Pursuant to a Judgment of Possession signed on June 29, 2012 in the 15th Judicial District Court of Lafayette Parish, Louisiana in Probate Number 2012-0220 and recorded under Document No. 2012-00025379 in the Clerk of the Court’s Office of Lafayette Parish, Louisiana regarding the Succession of **ROBERT MILTON GIROUARD**, certain undivided interests in real property located in the Parish of Lafayette (including, but not limited to, oil, gas and mineral interests) owned by **ROBERT MILTON GIROUARD, Deceased** (said property being referred to herein as “Robert Milton Girouard’s Louisiana Property”) were transferred to **MARK KEVIN GIROUARD, as Trustee of the Residuary Testamentary Trust of Robert Milton Girouard** created in the Last Will and Testament of Robert Milton Girouard.

WHEREAS, **JOYCE LEGGETT GIROUARD**, the surviving spouse of **ROBERT MILTON GIROUARD, Deceased** also owns an undivided interest in the same real property (including, but not limited to, oil, gas and mineral interests), (said property being referred to herein as “Joyce Leggett Girouard’s Louisiana Property”). Collectively, Robert Milton Girouard’s Louisiana Property and Joyce Leggett Girouard’s Louisiana Property shall be referred to herein as “Girouard Louisiana Property”).

WHEREAS, **MARK KEVIN GIROUARD, as Independent Executor of the Estate of Robert Milton Girouard and as Trustee of the Residuary Testamentary Trust of Robert Milton Girouard** and **JOYCE LEGGETT GIROUARD** desire to make an equitable partition and exchange of the community estate that was owned by Robert Milton Girouard and Joyce Leggett

Girouard at the time of Robert Milton Girouard's death, in settlement of the probate proceedings on the estate of Robert Milton Girouard, Deceased.

NOW, THEREFORE, before me the undersigned Notaries Public, duly commissioned and qualified in and for the county and state shown below and in the presences of the witnesses hereinafter undersigned, personally came and appeared:

1. **JOYCE LEGGETT GIROUARD**, who declared and said she does hereby transfer, exchange, give, convey and deliver unto **MARK KEVIN GIROUARD**, as **Trustee of the Residuary Testamentary Trust of Robert Milton Girouard**, whose address is **12250 Jenkins Road, Galveston, TX 77554**, all rights, title and interest held by **JOYCE LEGGETT GIROUARD** in the following:

The real property more particularly described as Tracts F, G, H, I, J, K, and R attached hereto.

However, JOYCE LEGGETT GIROUARD reserves all of the oil, gas and other minerals and royalty rights whatsoever, in on or under the above described property as well as the right to grant any and all oil, gas and mineral leases, with the right to enter in and upon the same for the purpose of extracting and removing said minerals or otherwise exercising said mineral rights.

This transfer is made subject to any oil, gas and mineral leases now affecting said real property.

2. **MARK KEVIN GIROUARD**, as **Independent Executor of the Estate of Robert Milton Girouard** and as **Trustee of the Residuary Testamentary Trust of Robert Milton Girouard**, who declared and said he does hereby transfer, exchange, give, convey and deliver unto **JOYCE LEGGETT GIROUARD**, whose address is **12250 Jenkins Road, Galveston, TX 77554**, all rights, title and interest held by **MARK KEVIN GIROUARD**, as **Independent Executor of the Estate of Robert Milton**

Girouard and/or Trustee of the Residuary Testamentary Trust of Robert Milton

Girouard in the following:

The real property more particularly described as Tracts A, B, C-1, C-2 & E, Tract D, and Tracts L, M, N, O, P & Q attached hereto.

All oil, gas and other minerals on, under and which may be produced from the Tracts F, G, H, I, J, K, and R attached hereto.

THUS DONE AND PASSED, in the County of Galveston, State of Texas, this 23rd day of July, 2012, in the presence of the following Notary and the undersigned competent witnesses.

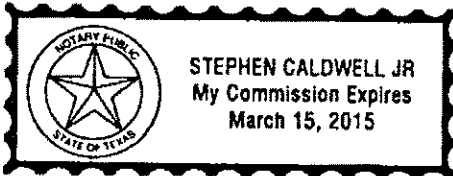
[Signature]
JOYCE LEGGETT GIROUARD, by and through her attorney-in-fact, MARK KEVIN GIROUARD

WITNESSES:

Trixie Trapp Mullin
Printed Name: Trixie Mullin

[Signature]
Printed Name: Sheryl Caldwell

[Signature]



NOTARY PUBLIC, State of Texas

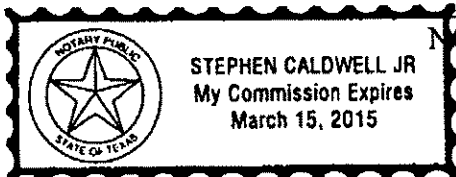
[Signature]
MARK KEVIN GIROUARD, Independent Executor of the Estate of ROBERT MILTON GIROUARD, Deceased and Trustee of the ROBERT MILTON GIROUARD RESIDUARY TRUST

WITNESSES:

Trixie Trapp Mullin
Printed Name: Trixie Mullin

[Signature]
Printed Name: Sheryl Caldwell

[Signature]



NOTARY PUBLIC, State of Texas

TRACTS F, G, H, I, J, K, and R

- F) Act 494702, that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of Sagness Girouard and Floy Dykes Girouard, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.
- G) Act 454793, that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to Sagness Girouard and Floy Dykes Girouard, on the East by property formerly belonging to Mozart Girouard, now owned by Sagness Girouard and Floy Dykes Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.
- H) Act #454793, that certain tract of land in what is now or formerly was the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by Sagness Girouard and Floy Dykes Girouard, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and now belonging to Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 160461 of the Clerk's Office of the Parish of Lafayette.
- I) Act #494702, that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of Sagness Girouard and Floy Dykes Girouard, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of Sagness Girouard and Floy Dykes Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.
- J) Act #468052, that certain tract of land in what is now or formerly was the Fifth (5th) Ward of the Parish of Lafayette, Louisiana, containing seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C.K. Langlinais, C.E., December 9, 1964; said parcel of ground is bounded as follows: On the North by a gravel road, formerly known as State Highway 667, now designated as State

Highway 730, on the South by Billeaud Planters, Inc., on the East by land of Sagness Girouard and Floy Dykes Girouard, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Sagness Girouard and Floy Girouard by Acts Numbers 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

K) Act #484101, that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of high land bounded on the North by a gravel road separating said property from other properties of Sagness Girouard and Floy Dykes Girouard, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to Sagness Girouard, Jr., Margaret Spitzer Girouard, Robert Milton Girouard, Joce Legette Girouard, Terry Clay Girouard, and Sandra Shaw Girouard; said tract of land is described as Parcel B on the plat of survey prepared by C.K. Langlinais, registered surveyor, dated December 9, 1964, said property was acquired in part by Sagness Girouard and Floy Dykes Girouard from Billeaud Planters, Inc. and in part from Hebrard Girouard.

R)

Act #454792, that certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

TRACTS A, B, C-1, C-2 & E

- A) That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned ow or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 ½ Arps".
- B) Act 514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C.K. Langlinais, dated August 26, 1967, marked "B" for identification; said tract of land being irregular in shape and being bounded northerly by the Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin Heirs and Colomb & Roy.
- C-1) Act 514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C.K. Langlinais, dated August 26, 1967, marked as "A" for identification; said tract of land being irregular in shape and being bounded northerly by property of Heirs of J.O. Girouard, southerly by Sagness Girouard, easterly by Heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.
- C-2) Act 619587, that certain parcel of low land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 249.15 acres, shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit B" on said plat of delineated between the numbers "1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 1".
- E) That certain tract or parcel of land containing 4.950 acres, more or less, being situated in Section 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being a portion of that certain property purchased by the Broussard Environmental Service and Enhancement District by act of Cash Sale to the Broussard Environmental Service and Enhancement District from Richard C. Meaux, et al dated April 15, 2003 and recorded under file number 03-049103 of the records of Lafayette Parish Clerk of Court's Office and that certain Expropriation Judgment against Stephen E. Meaux dated September 15, 2003 and recorded under file number 03-050251 of the records of the Lafayette Parish Clerk of Court's Office.

LESS AND EXCEPT:

1. Various non-contiguous portions of Tracts A, B, C, & E, above, containing approximately 21 acres, more or less, and identified as Areas 1, 2 and 3 on a preliminary plat of survey prepared by M. J. Broussard, Inc. and dated December 20, 2002, a copy of which is attached to the Judgment entered in Docket No. 2002-2286-I wherein Broussard Environmental Service and Enhancement District was Plaintiff and Sagness Girouard, III, et al were Defendants recorded under File No. 03-002515 of the Conveyance Records of Lafayette Parish, Louisiana; and

2. That certain parcel of land containing 1.553, more or less, in Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the southern most portion of that certain tract of land belonging to Sagness Girouard, III et al, as described as item (b) 3.ii in that certain Judgment of Possession dated February 7, 1994, recorded under file number 95-4194 of the records of the Lafayette Parish Clerk of Court's Office.

TRACT D

- D) Act #619587, that certain parcel of high land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 41.84 arpents (35.56 acres), and being bounded northerly by remaining property of Sagness Girouard, hereinafter described, southerly by property belonging to Sagness Girouard, Jr. et al, property of Terry Clay Girouard and State Route 667, easterly by property belonging to Sagness Girouard, Jr, et al. and property of Terry Clay Girouard, and westerly by property of Jos. O. Girouard or assigns and property of Sagness Girouard, Jr., et al., being the property more fully shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto, and marked "Exhibit A" on said plat and delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, A" on said plat.

TRACTS L, M, N, O, P & Q

- L) Act #477633, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown by plat of survey of C.K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C, and D on the said plat of survey.
- M) Act #488512, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey by Fred L. Colomb, dated February 3, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.
- N) Act #497481, that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3, 1966 and attached to and made part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.
- O) Act #513366, that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C.K. Langlinais dated August 13, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of Ruby Girouard and easterly by property of Sagness Girouard, Jr., Milton Robert Girouard and Terry Clay Girouard.
- P) Act #529034, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C.K. Langlinais dated August 13, 1966, and being shown between the letters "B", "D", "E", and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of Ruby Gregory and Easterly by property of Sagness Girouard, Jr., Robert Milton Girouard, and Terry Clay Girouard.

Q) Act #543618, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, and being shown between the letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

ROBERT MILTON GIROUARD RESIDUARY TRUST

First VENDEE

GIROUARD, MARK KEVIN

Index Type : Conveyances


File Number : 2013-00051435

Type of Document : Transfer

Recording Pages : 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 12/12/2013

At (Recorded Time) : 1:53:28PM



Doc ID - 037209420014



GAY GIROUARD THOMPSON, and VICKI CORINNE GIROUARD COKER are entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

The said MARK KEVIN GIROUARD, MAUREEN ELAINE GIROUARD MOORE, ROBBIE GAY GIROUARD THOMPSON, and VICKI CORINNE GIROUARD COKER are also appearing herein, and accepting and acknowledging receipt of the afore described property.

THUS DONE AND PASSED, in the County of Galveston, State of Texas, this 8th day of Oct, 2013, in the presence of the following Notary, and the undersigned competent witnesses.

STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on Oct 8, 2013

by Mark K. Girouard

[Signature]
Notary Public

[Signature of Mark Kevin Girouard]

MARK KEVIN GIROUARD in his capacity as (1) Independent Executor of the Estate of ROBERT MILTON GIROUARD, Deceased, (2) Trustee of the ROBERT MILTON GIROUARD RESIDUARY TRUST created under the Last Will and Testament of ROBERT MILTON GIROUARD, and (3) Independent Executor of the Estate of JOYCE LEGGETT GIROUARD, Deceased

WITNESSES:

[Signature of Freda Davis]

Printed Name: Freda Davis

[Signature of Geneva Spiller]

Printed Name: Geneva Spiller

[Signature of Elizabeth Brantly]

NOTARY PUBLIC, State of Texas



Mark Kevin Girouard

MARK KEVIN GIROUARD, Individually

WITNESSES:

Freda Davis

Printed Name: Freda Davis

Geneva Spiller

Printed Name: Geneva Spiller

Elizabeth Brantly

NOTARY PUBLIC, State of Texas



Maureen Moore
MAUREEN ELAINE GIROUARD MOORE, Individually

WITNESSES:

Candice
Printed Name: Candice Duvall

Taylor Price
Printed Name: TAYLOR PRICE

Jessie Eason
NOTARY PUBLIC, State of Texas



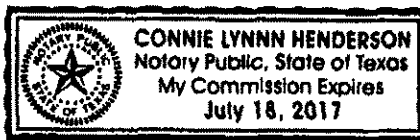
Robbie Gay Girouard Thompson
ROBBIE GAY GIROUARD THOMPSON,, Individually

WITNESSES:

Sarah Nisbett
Printed Name: Sarah Nisbett

Vicki G. Cover
Printed Name: Vicki G. Cover

Connie Lynn Henderson
NOTARY PUBLIC, State of Texas



Vicki Corinne Girouard Coker

VICKI CORINNE GIROUARD COKER, Individually

WITNESSES:

Sarah Nisbett

Printed Name: SARAH NISBETT

Rhett L. Preston

Printed Name: Rhett L. Preston

Connie Lynn Henderson

NOTARY PUBLIC, State of Texas

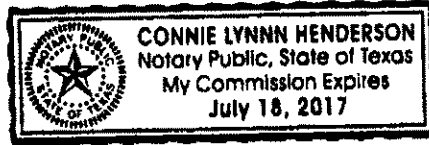


EXHIBIT ONE

(Tracts A, B, C-1, C-2, E less & except approx 21 acres & approx. 1.553 acres):

- A) That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned now or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 ½ Arps".

TOGETHER WITH

- B) Act 514783: That certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C.K. Langlinais, dated August 26, 1967, marked "B" for identification; said tract of land being irregular in shape and being bounded northerly by the Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin Heirs and Colomb & Roy.

TOGETHER WITH

- C-1) Act 514783: That certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C.K. Langlinais, dated August 26, 1967, marked as "A" for identification; said tract of land being irregular in shape and being bounded northerly by property of Heirs of J.O. Girouard, southerly by Sagness Girouard, easterly by Heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

TOGETHER WITH

- C-2) Act 619587: That certain parcel of low land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 249.15 acres, shown on plat attached

to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit B" on said plat of delineated between the numbers "1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 1".

TOGETHER WITH

- E) That certain tract or parcel of land containing 4.950 acres, more or less, being situated in Section 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being a portion of that certain property purchased by the Broussard Environmental Service and Enhancement District by act of Cash Sale to the Broussard Environmental Service and Enhancement District from Richard C. Meaux, et al dated April 15, 2003 and recorded under file number 03-049103 of the records of Lafayette Parish Clerk of Court's Office and that certain Expropriation Judgment against Stephen E. Meaux dated September 15, 2003 and recorded under file number 03-050251 of the records of the Lafayette Parish Clerk of Court's Office.

LESS AND EXCEPT:

- 1. Various non-contiguous portions of Tracts A, B, C, & E, above, containing approximately 21 acres, more or less, and identified as Areas 1, 2 and 3 on a preliminary plat of survey prepared by M. J. Broussard, Inc. and dated December 20, 2002, a copy of which is attached to the Judgment entered in Docket No. 2002-2286-I wherein Broussard Environmental Service and Enhancement District was Plaintiff and Sagness Girouard, III, et al were Defendants recorded under File No. 03-002515 of the Conveyance Records of Lafayette Parish, Louisiana; and
- 2. That certain parcel of land containing 1.553, more or less, in Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the southern most portion of that certain tract of land belonging to Sagness Girouard, III et al, as described as item (b) 3.ii in that certain Judgment of Possession dated February 7, 1994, recorded under file number 95-4194 of the records of the Lafayette Parish Clerk of Court's Office.

Tract D:

- D) Act #619587: That certain parcel of high land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 41.84 arpents (35.56 acres), and being bounded northerly by remaining property of Sagness Girouard, hereinafter described, southerly by property belonging to Sagness Girouard, Jr. et al, property of Terry Clay Girouard and State Route 667, easterly by property belonging to Sagness Girouard, Jr, et al. and property of Terry Clay Girouard, and westerly by property of Jos. O. Girouard or assigns and property of Sagness Girouard, Jr., et al., being the property more fully shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto, and marked "Exhibit A" on said plat and delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, A" on said plat.

Tract F:

- F) Act 494702: That certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of Sagness Girouard and Floy Dykes Girouard, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.

Tract G:

- G) Act 454793: That certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to Sagness Girouard and Floy Dykes Girouard, on the East by property formerly belonging to Mozart Girouard, now owned by Sagness Girouard and Floy Dykes Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.

Tract H:

- H) Act #454793: That certain tract of land in what is now or formerly was the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by Sagness Girouard and Floy Dykes Girouard, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and now belonging to Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 160461 of the Clerk's Office of the Parish of Lafayette.

Tract I:

- I) Act #494702: That certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of Sagness Girouard and Floy Dykes Girouard, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of Sagness Girouard and Floy Dykes Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.

Tract J:

- J) Act #468052: That certain tract of land in what is now or formerly was the Fifth (5th) Ward of the Parish of Lafayette, Louisiana, containing seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C.K. Langlinais, C.E., December 9, 1964; said parcel of ground is bounded as follows: On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of Sagness Girouard and Floy Dykes Girouard, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Sagness Girouard and Floy Girouard by Acts Numbers 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.

Tract K:

- K) Act #484101: That certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of high land bounded on the North by a gravel road separating said property from other properties of Sagness Girouard and Floy Dykes Girouard, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to Sagness Girouard, Jr., Margaret Spitzer Girouard, Robert Milton Girouard, Joce Legette Girouard, Terry Clay Girouard, and Sandra Shaw Girouard; said tract of land is described as Parcel B on the plat of survey prepared by C.K. Langlinais, registered surveyor, dated December 9, 1964, said property was acquired in part by Sagness Girouard and Floy Dykes Girouard from Billeaud Planters, Inc. and in part from Hebrard Girouard.

Tracts L, M, M, O, P:

- L) Act #477633: That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown by plat of survey of C.K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C, and D on the said plat of survey.
- M) Act #488512: That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey by Fred L. Colomb, dated February 3, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.
- N) Act #497481: That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3, 1966 and attached to and made part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.
- O) Act #513366: That certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C.K. Langlinais dated August 13, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of Ruby Girouard and easterly by property of Sagness Girouard, Jr., Milton Robert Girouard and Terry Clay Girouard.
- P) Act #529034: That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C.K. Langlinais dated August 13, 1966, and being shown between the letters "B", "D", "E", and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of Ruby Gregory and Easterly by property of Sagness Girouard, Jr., Robert Milton Girouard, and Terry Clay Girouard.

Tract Q:

- Q) Act #543618: That certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, and being shown between the letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

Tract R:

- R) Act #454792: That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

Mineral Interests:

An undivided interest in all of the oil, gas and other minerals in and under the above described tracts of lands.

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GIROUARD, MARGARET

First VENDEE

GIROUARD, SAGNESS III

Index Type : CONVEYANCES

File Number : 2017-00005455

Type of Document : JUDGMENT OF POSSESSION

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Perret
Clerk of Court

On (Recorded Date) : 02/08/2017

At (Recorded Time) : 10:28:59AM



Doc ID - 039744280007



SUCCESSION

* 15TH JUDICIAL DISTRICT COURT

OF

* PROBATE NUMBER 2016-0729

MARGARET SPITZER GIROUARD

* LAFAYETTE PARISH, LOUISIANA

* * * * *

JUDGMENT OF POSSESSION

Considering the Petition for Possession and the record of these proceedings, satisfactory proof having been submitted to the court that the last will and testament of the decedent has been probated and that no challenge to the last will and testament is pending, that no inheritance taxes are due by the heirs, and the law and competent evidence entitling Petitioners to the relief prayed for and for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that:

I. SAGNESS GIROUARD, III, and MARGARET ELIZABETH GIROUARD COBB are recognized as the children, sole heirs and universal residuary legatees of their mother, Margaret Spitzer Girouard, and since the trust created in the last will and testament of Margaret Spitzer Girouard provided that the trust would terminate on the occurrence of event which has already transpired, the said Sagness Girouard III and Margaret Elizabeth Girouard Cobb are sent into possession, in full ownership, of the following described property, to-wit:

An undivided one-sixth (1/6) interest in and to each of the following assets:

A) That certain tract or parcel of land containing 11.00 acres, more or less, situated in Irregular Sections 61 and 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded by lands owned or formerly as follows: North by lands of Texaco, Inc. and/or Bayou Tortue; East by lands of James McDaniel; South by lands of Sagness Girouard, et al; and West by lands of D. Chesson. Said tract or parcel being more particularly described on that certain plat attached to that certain Act of Partition dated September 15, 1908, recorded under Entry No. 37683 of the Conveyance Records of Lafayette Parish, Louisiana, and depicted and delineated as "Heirs of Therence Girouard = Lot No. One = 12 1/2 Arps".

TOGETHER WITH

B) Act 514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 110.16 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, N" on plat of C.K. Langlinais, dated August 26, 1967, marked "B" for identification; said tract of land being irregular in shape and being bounded northerly by the Bayou Tortue, Colomb & Roy, and Alcide Landry or assigns; southerly by Sagness Girouard, easterly by Ida Girouard Meaux Estate, and Alcide Landry or assigns; westerly by Janin Heirs and Colomb & Roy.

3CC

TOGETHER WITH

- C-1) Act 514783, that certain tract of land situated in Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 238.96 acres of land, more or less, delineated between the letters "A, B, C, D, E, F, G, H" on plat of C.K. Langlinais, dated August 26, 1967, marked as "A" for identification; said tract of land being irregular in shape and being bounded northerly by property of Heirs of J.O. Girouard, southerly by Sagness Girouard, easterly by Heirs of M. Billeaud, and westerly by Sagness Girouard and Ida Girouard Meaux Estate.

TOGETHER WITH

- C-2) Act 619587, that certain parcel of low land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 249.15 acres, shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana and made a part hereof by reference thereto, and marked "Exhibit B" on said plat of delineated between the numbers "1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 1".

TOGETHER WITH

- E) That certain tract or parcel of land containing 4.950 acres, more or less, being situated in Section 14, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being a portion of that certain property purchased by the Broussard Environmental Service and Enhancement District by act of Cash Sale to the Broussard Environmental Service and Enhancement District from Richard C. Meaux, et al dated April 15, 2003 and recorded under file number 03-049103 of the records of Lafayette Parish Clerk of Court's Office and that certain Expropriation Judgment against Stephen E. Meaux dated September 15, 2003 and recorded under file number 03-050251 of the records of the Lafayette Parish Clerk of Court's Office.

LESS AND EXCEPT:

1. Various non-contiguous portions of Tracts A, B, C, & E, above, containing approximately 21 acres, more or less, and identified as Areas 1, 2 and 3 on a preliminary plat of survey prepared by M. J. Broussard, Inc. and dated December 20, 2002, a copy of which is attached to the Judgment entered in Docket No. 2002-2286-1 wherein Broussard Environmental Service and Enhancement District was Plaintiff and Sagness Girouard, III, et al were Defendants recorded under File No. 03-002515 of the Conveyance Records of Lafayette Parish, Louisiana; and
2. That certain parcel of land containing 1.553 acres, more or less, in Section 61, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the southern most portion of that certain tract of land belonging to Sagness Girouard, III et al, as described as item (b) 3.ii in that certain Judgment of Possession dated February 7, 1994, recorded under file number 95-4194 of the records of the Lafayette Parish Clerk of Court's Office.

- D) Act #619587, that certain parcel of high land, together with all improvements thereon and thereunto belonging, situated in Township 10 South, Range 5 East, Southwest Louisiana District, Parish of Lafayette, Louisiana, containing 41.84 arpents (35.56 acres), and being bounded northerly by remaining property of Sagness Girouard, hereinafter described, southerly by property belonging to Sagness Girouard, Jr. et al, property of Terry Clay Girouard and State Route 667, easterly by property belonging to Sagness Girouard, Jr, et al. and property of Terry Clay Girouard, and westerly by property of Jos. O. Girouard or assigns and property of Sagness Girouard, Jr., et al., being the property more fully shown on plat attached to Act No. 538654 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto, and marked "Exhibit A" on said plat and delineated between the letters "A, B, C, D, E, F, G, H, I, J, K, L, M, A" on said plat.
- F) Act 494702, that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 23.08 acres bounded on the North and East by other properties of Sagness Girouard and Floy Dykes Girouard, on the South by public gravel road, and on the West by property of Mrs. Gilbert St. Julien, or assigns; said tract of land is designated as Parcel "B" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.
- G) Act 454793, that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 41 acres bounded on the North by Mrs. Gilbert St. Julien, on the South by property formerly belonging to Frank Girouard now belonging to Sagness Girouard and Floy Dykes Girouard, on the East by property formerly belonging to Mozart Girouard, now owned by Sagness Girouard and Floy Dykes Girouard, and on the West by public road and Lionel Girouard; said property was acquired from the heirs of Beulah Girouard under Act No. 131386 dated September 24, 1938, and formerly consisted of Lot 5 of the highland on plat of survey of Charles Guttekunst attached to the partition among the heirs of Joseph O. Girouard.
- H) Act #454793, that certain tract of land in what is now or formerly was the Fifth Ward of Lafayette Parish, Louisiana, containing approximately 35.5 acres and bounded as follows: on the North by land formerly belonging to Beulah Girouard Ozenne, now owned by Sagness Girouard and Floy Dykes Girouard, on the South by property belonging to Ruby Girouard, East by land formerly belonging to Charles Billeaud, et al., and now belonging to Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said tract of land consisting of Lot 4 of the highland on the plat of Charles Guttekunst annexed to the act of partition among the heirs of Joseph O. Girouard; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 160461 of the Clerk's Office of the Parish of Lafayette.
- I) Act #494702, that certain tract of land in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 48.92 acres bounded on the North by other properties of Sagness Girouard and Floy Dykes Girouard, on the East in part by property belonging to the Estate of Lucius Duhon, or assigns, and in part by property of

Mrs. Henry Montet, formerly belonging to the Estate of Lucius Duhon, on the South in part by property of Mrs. Henry Montet, in part by a gravel road, and in part by property of Terry Clay Girouard, and on the West in part by property of Terry Clay Girouard and in part by property of Sagness Girouard and Floy Dykes Girouard; said tract of land is designated as Parcel "A" on the plat of survey prepared by Fred L. Colomb, registered surveyor, dated February 15, 1966.

- J) Act #468052, that certain tract of land in what is now or formerly was the Fifth (5th) Ward of the Parish of Lafayette, Louisiana, containing seventy-five (75) acres, being the property described as Parcel "A" on plat of survey made by C.K. Langlinais, C.E., December 9, 1964; said parcel of ground is bounded as follows: On the North by a gravel road, formerly known as State Highway 667, now designated as State Highway 730, on the South by Billeaud Planters, Inc., on the East by land of Sagness Girouard and Floy Dykes Girouard, and on the West by the land of Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard. Said tract of land is composed of portions taken from the properties acquired by Sagness Girouard and Floy Girouard by Acts Numbers 102430, 131249 and 101586 of the recorder's office for the Parish of Lafayette, Louisiana.
- K) Act #484101, that certain tract of land situated in what is now or formerly was the Fifth Ward of the Parish of Lafayette, Louisiana, containing 58 acres of high land bounded on the North by a gravel road separating said property from other properties of Sagness Girouard and Floy Dykes Girouard, on the East by a gravel road, on the South by property of Billeaud Planters, Inc., and on the West by property heretofore sold to Sagness Girouard, Jr., Margaret Spitzer Girouard, Robert Milton Girouard, Joce Legette Girouard, Terry Clay Girouard, and Sandra Shaw Girouard; said tract of land is described as Parcel B on the plat of survey prepared by C.K. Langlinais, registered surveyor, dated December 9, 1964, said property was acquired in part by Sagness Girouard and Floy Dykes Girouard from Billeaud Planters, Inc. and in part from Hebrard Girouard.
- L) Act #477633, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown by plat of survey of C.K. Langlinais, Registered Surveyor, dated July 5, 1965, and being shown between the letters A, B, C, and D on the said plat of survey.

TOGETHER WITH:

- M) Act #488512, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing one (1) acre of land, having such dimensions and boundaries as shown on Plat of Survey by Fred L. Colomb, dated February 3, 1966, and being shown as Plot #2 on said Plat and being shown between the letters C, D, E and F.

TOGETHER WITH:

- N) Act #497481, that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana,

containing two (2) acres of land and being bounded northerly by the property of Sagness Girouard or assigns, southerly by the property of Sagness Girouard, westerly by the property of Mrs. Ruby Girouard Davenport and easterly by Plot #2 of Plat of Survey of Fred L. Colomb, dated February 3, 1966 and attached to and made part of Act #488512 of the Recorder's Office of the Parish of Lafayette, Louisiana, said Plot #2 being owned by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.

TOGETHER WITH:

- O) Act #513366, that certain tract of land, situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing two (2) acres of land, having such dimensions and boundaries as shown on diagram drawn on the Plat of Survey of C.K. Langlinais dated August 13, 1966 and being shown between the letters A, B, C and D thereof and being bounded northerly and southerly by property of Sagness Girouard, westerly by property of Ruby Girouard and easterly by property of Sagness Girouard, Jr., Milton Robert Girouard and Terry Clay Girouard.

TOGETHER WITH:

- P) Act #529034, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing four (4) acres of land, having such dimensions and boundaries as shown on copy of plat of survey of C.K. Langlinais dated August 13, 1966, and being shown between the letters "B", "D", "E", and "F" thereof and being bounded Northerly and Southerly by property of Sagness Girouard, Westerly by property of Ruby Gregory and Easterly by property of Sagness Girouard, Jr., Robert Milton Girouard, and Terry Clay Girouard.

TOGETHER WITH:

- Q) Act #543618, that certain tract of land situated in Section 44, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, containing 6.49 acres of land, having such dimensions and boundaries as shown on copy of plat of survey of Fred L. Colomb dated May 27, 1969, and being shown between the letters "A", "B", "C", "D", "E", "F", "G", and "H" thereof, and being bounded Northerly by Sagness Girouard in part and in part by plot No. 1 on said plat of survey, Southerly by Sagness Girouard in part and in part by Robert D. Delahoussaye, and in part by T. W. Delahoussaye and by Plot No. 1, Easterly by Sagness Girouard, Jr., Robert Milton Girouard and Terry Clay Girouard.
- R) Act #454792, that certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said property was acquired by Sagness Girouard and Floy Dykes Girouard under

Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

S. MINERALS:

An undivided one-sixth (1/6) of all of the oil, gas and other minerals in, on and/or under all of the above described properties.

II. All banks, trust companies, insurance companies, brokerage firms, and all other persons, partnerships, or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds, options, mutual funds, annuities, securities, certificates of deposit, savings certificates, or other cash equivalents, or any other property of any nature or description belonging to the succession of the decedent are hereby ordered to deliver them or pay them to Sagness Girouard III and Margaret Elizabeth Girouard Cobb, without the necessity of any further orders of this court.

READ AND SIGNED in chambers at Lafayette, Louisiana, this 7th day of February 2017.

Edan
DISTRICT JUDGE

FILED THIS 7
DAY OF Feb, 2017
McClain
Deputy Clerk of Court

STATE OF LOUISIANA PARISH OF LAFAYETTE
I hereby certify that a certified copy of this judgement/order has been mailed/served parties this 8 day of Feb, 2017
McClain
Deputy Clerk of Court
cc: Allan L. Durand



SUCCESSION * 15TH JUDICIAL DISTRICT COURT
 OF * PROBATE NUMBER 2016-0729
 *
 MARGARET SPITZER GIROUARD * LAFAYETTE PARISH, LOUISIANA
 *
 * * * * *

STATE OF TEXAS
 COUNTY OF BRAZORIA

AFFIDAVIT OF DEATH AND HEIRSHIP

BEFORE ME, the undersigned Notary Public, personally came and appeared SAGNESS GIROUARD, III and LANITA VICARS, to me personally known, who upon being duly sworn did depose and state that:

1.

The Appearers knew the Decedent Margaret Spitzer Girouard well, Appearer Sagness Girouard, III being son of the Decedent, and Lanita Vicars having known the Decedent for many years.

2.

Margaret Spitzer Girouard died on August 30, 2016, in Brazoria County, Texas, at the age of 93 years.

3.

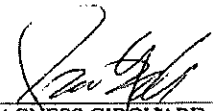
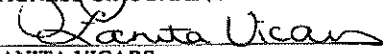
The Decedent was domiciled in Freeport, Brazoria County, Texas, and resided in Texas at the time of her death. However, the Decedent owned immovable property in Lafayette Parish, Louisiana at the time of her death.

4.

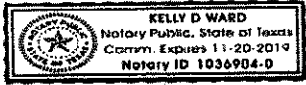
The Decedent died testate, leaving a Last Will and Testament dated December 4, 1987 which has been probated by the appropriate probate court in Brazoria County, Texas, as can be seen from the Certified Copy of the Order of the County Court at Law #1 and Probate Court of Brazoria County, Texas, Admitting Will to Probate, which is submitted herewith.

5.


Margaret Spitzer Girouard and Sagness Girouard, Jr. (who predeceased her in 1992) were married but once, and then to each other. They had two (2) children, to-wit: Sagness Girouard, III and Margaret Elizabeth Girouard Cobb. They had no other children nor did they adopt any.


SAGNESS GIROUARD, III

LANITA VICARS

SWORN TO AND SUBSCRIBED before me, Notary, at Freeport, Texas this 28th day
of November 2016.




NOTARY PUBLIC

FILED THIS 2
D December, 2016

Deputy Clerk of Court

property. However, I do not intend to exercise any power of appointment that I now possess or that may hereafter be conferred on me, unless such power is specifically referred to in this Will or in any Codicil to this Will.

ARTICLE 3

BEQUESTS AND DEVICES

I give the following property to the following persons:

Disposition of Residue in Event of Prior
Death of Husband

In the event that my husband should predecease me, or if he should not survive until one hundred eighty (180) days after my death or until this Will is probated, whichever event occurs earlier, then I give, devise and bequeath the residue of my entire estate to MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, as Co-Trustees in trust, to be held, administered, and distributed in accordance with the terms and provisions of the Residuary Trust as provided in this Article 3.

Personal Effects

To my husband if he survives me, all of my jewelry, clothing, household furniture and furnishings, chinaware, silver, pictures, works of art, books, and automobiles. If my husband does not survive me, I give all such property in equal shares to my children living at the time of my death; provided, however, if any of my children have predeceased me, but issue of any of my deceased children survives me, the share that would otherwise pass to such deceased child of mine shall instead pass to the deceased child's issue then living, per stirpes and not per capita.

Disposition of Residue in Event of
Survival of Husband

In the event that my husband survives me, I devise to my husband assets selected by the Executor equal in value, when added to the final estate tax value of all other property included in my gross estate that passes to my husband and that qualifies for the federal estate tax marital deduction, to an amount that will entitle my estate to the minimum marital deduction necessary to reduce my taxable estate to an amount on which no federal estate tax is due and that fully utilizes the federal unified credit. This devise to my husband shall be satisfied only from assets qualifying for the marital deduction, and shall be valued as of the

msb
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Page 2



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office, shown under my hand and seal of the court in the book of original filed instruments, BOOK NO. 1000000000.
BRAZORIA COUNTY CLERK
BY *[Signature]* DEPUTY

date allocated or distributed by my Trustee. In determining the amount of this devise, the values for federal estate taxes shall control.

I devise and bequeath the remaining portion of my residuary estate to MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, in trust, referred to in this Will as the "Residuary Trust," to be held, administered, and distributed by the Co-Trustees as follows:

A. PAYMENT AND DISTRIBUTION OF RESIDUARY TRUST

Division of Trust Estate

3.01 The Co-Trustees shall divide the trust estate of the Residuary Trust into as many equal shares as there are children of mine living at the time of my husband's death, and children of mine who are deceased but leaving issue living at the time of my husband's death. Each share shall constitute and be held, administered, and distributed by the Trustee as a separate Trust.

(a) One equal share shall be set aside for the benefit of each of my children who may then be living and shall constitute the trust estate of that child's trust.

(b) One equal share shall be set aside for the benefit of the issue of each of my deceased children who leave issue surviving and shall constitute the trust estate of the trust for each issue.

Trusts for Living Children

3.02 The Co-Trustees shall apply and distribute the net income and principal of each of the share of the trust estate set aside for the benefit of my then living children as follows:

(a) Until each child reaches the age of 21 years, the Co-Trustees shall pay to or apply for the benefit of each child in monthly or other convenient installments as much of the net income from his or her share of the trust estate, as the Co-Trustees in their discretion deem advisable for the child's proper care, support, maintenance, and education. The Co-Trustees shall accumulate and add to the principal of each child's share of the trust estate the balance, if any, of the net income.

(b) After each child reaches the age of 21 years, the Co-Trustees shall pay to or apply for the benefit of each child all of the net income from his or her share of the trust estate until the child attains the age of 35 years, payable monthly or in other convenient installments but in no event less often than annually.

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MSG

Page 3



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my legal capacity and possession, JOYCE HARRMAN,
BRAZORIA COUNTY CLERK
BY *J. J. [Signature]* DEPUTY

(c) If at any time, in the discretion of the Co-Trustees, any child should be in need of funds for his or her proper care, support, maintenance, and education, the Co-Trustees shall in its discretion, in addition to the other payments provided for in this Paragraph 3.02, pay to or apply for the benefit of any such child an amount from the principal of his or her share of the trust estate that the Co-Trustees deems advisable.

(d) When each child reaches the age of 25 years, the Co-Trustees shall distribute to each such child one-third of the balance of the principal of his or her share of the trust estate. When each child reaches the age of 30 years, the Co-Trustees shall distribute to each such child one-half of the balance of the principal of his or her share of the trust estate. When each child reaches the age of 35 years, the Co-Trustees shall distribute to each such child all of the balance of his or her share of the trust estate.

(e) If any child for whom a share of the trust estate has been set aside should die prior to attaining the age of 35 years, then on the death of that child the Co-Trustees shall distribute all of the balance of that deceased child's share of the trust estate to his or her estate.

(f) If my children and their issue all die prior to final distribution of the trust estate, all of the trust estate not disposed of as provided above shall be distributed to the persons who would then be my heirs at law in accordance with the laws of the State of Texas relating to the succession of separate property.

Distribution to Issue of Deceased Children

3.03 Each share of the Residuary Trust set aside for the benefit of the surviving issue of a deceased child of mine, as provided in Paragraph 3.02(b), shall be distributed to the surviving issue of such deceased child of mine per stirpes and not per capita.

Maximum Duration of Trust

3.04 All of the trusts provided for in Paragraph 3.01 shall in any event terminate on the death of the last survivor of my husband and all of my children in being at the time of my death.

Definitions

3.05 The following terms are used in this Will as follows:

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MSB

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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful jurisdiction this _____ day of _____, 20____.
JOYCE HICKMAN,
Brazoria County Clerk
BY _____ DEPUTY

(a) The term "children" includes adopted children and any children born after the date this Will is executed.

(b) The term "issue" means lawful blood descendants of the person or persons designated in this Will, and includes legally adopted children of such person or persons.

(c) All references to the "Trust" or the "trust estate" unless otherwise specifically provided, refer to each of the separate Trusts provided for in Paragraph 3.01, respectively, and the trust estate of each Trust.

(d) The term "education" includes both college and post-graduate study at any accredited institution of the beneficiary's choice for any period of time that, in the judgment of the Co-Trustees, is advantageous to the beneficiary; the Co-Trustees shall provide adequate amounts for all related living and travel expenses of the beneficiary within reasonable limits.

Beneficiaries' Other Means of Support

3.06 The Co-Trustees, in exercising their discretion with respect to the payment of income or principal of the trust estate to any beneficiary, shall take into consideration any income or other resources available to the beneficiary from sources outside of this Trust. The Co-Trustees may consider the written statement of the beneficiary receiving payment as to other available income or resources. The determination of the Co-Trustees with respect to the advisability of making payments out of income or principal to any beneficiary shall be conclusive on all persons interested in the Trust in any manner.

Benefits to Guardian and Family

3.07 The payments for the care, support, maintenance, and education of each of the beneficiaries may, in the discretion of the Co-Trustees, include contributions for the care, support, maintenance, and education of the guardian of the person of such beneficiary and also of the guardian's spouse and children.

Incapacity of Beneficiary

3.08 At any time that any beneficiary entitled to receive income or principal from the trust estate is a minor or an incompetent or a person whom the Co-Trustees deem unable to handle funds properly if paid directly to the beneficiary, the Co-Trustees in their discretion may make payments in one or more of the following ways:

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MSB

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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in and for the County of Brazoria, this _____ day of _____, 2000.
JOYCE HILGEMAN,
BRAZORIA COUNTY CLERK
DEPUTY

(a) To the natural guardian or legally appointed guardian of the person or estate of the beneficiary.

(b) By making expenditures directly for the care, support, maintenance, or education of the beneficiary.

(c) To any person or organization furnishing care, support, maintenance, or education for the beneficiary.

The Co-Trustees shall not be required to confirm the application of any funds paid or applied in any of the ways described in this Paragraph 3.08, and upon receiving receipt from the payee, the Co-Trustees shall be deemed to have completed their duties. The decision of the Co-Trustees as to which of the methods listed in this Paragraph 3.08 should be used in making payments shall be conclusive and binding on all parties concerned.

Conflicting Claims

3.09 Whenever there are conflicting claims as to the person entitled to any payment or distribution from the trust estate, the Co-Trustees may in their discretion withhold all or any part of any disputed payment or distribution until the matter has been finally adjudicated by the appropriate court.

Alienation and Attachment of Beneficiary's Interest

3.10 No beneficiary or person with a remainder interest in any Trust shall have any right or power, except as otherwise specified, to sell, transfer, assign, pledge, mortgage, or alienate his or her interest in the principal or income of the trust estate in any manner. To the fullest extent of the law, the interest of each beneficiary and remainderman shall not be subject to the claims of any of his or her creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process. The Co-Trustees shall pay, disburse, and distribute principal and income of the trust estate only in the manner provided for in this Will and not on any attempted transfer of assignment, whether oral or written, of any beneficiary or remainderman nor by operation of law.

Distribution of Trust Assets by Executor

3.11 If on termination of the administration of my probate estate there has been no distribution in trust to the Co-Trustees, and events have occurred that would require the Co-Trustees under the terms of this Will to make immediate distribution of all the property, my Executor shall perform all of the acts necessary to

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Page 6



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office, taken under my hand and seal of the court in Brazoria County, Texas, on this _____ day of _____, 20____.
JOYCE HARRISON
Brazoria County Clerk

complete such distribution and for that purpose shall have all of the powers granted by this Will to the Co-Trustees.

B. GENERAL ADMINISTRATIVE POWERS OF THE TRUSTEE

In order to carry out the purposes of each Trust established by this Will, the Co-Trustees, in addition to all other powers granted by this Will or by law, shall have the following powers and discretions, subject to any limitations specified elsewhere in this Will:

Retain Assets

3.12 To continue to hold any property received by the Co-Trustees or subsequently added to the trust estate or acquired pursuant to proper authority if and as long as the Co-Trustees, in exercising reasonable prudence, discretion, and intelligence, considers that the retention is in the best interests of the trust.

Investments

3.13 To invest and reinvest in every kind of property, real or personal, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, and stocks, preferred or common, that persons of prudence, discretion, and intelligence acquire for their own accounts.

Management of Securities

3.14 To exercise all of the rights, powers, and privileges of an owner of securities held in the trust estate, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed necessary by the Co-Trustees for the protection of the trust estate. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection with any such reorganization, to deposit securities with and transfer title to any protective or other committee under such terms as the Co-Trustees may deem advisable. To exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the powers listed in this Paragraph 3.14, regardless of any limitations elsewhere in this instrument concerning investments by the Co-Trustees.

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THE STATE OF TEXAS
COUNTY OF BRADSHAW
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office with proper fee paid and seal of the court in the hands of the Commissioner, JOYCE HADMAN, BRADSHAW COUNTY CLERK.
BY: *[Signature]* DEPUTY

Form of Ownership of Trust Property

3.15 To hold securities or other trust property in the name of the Co-Trustees under each Trust or in the Co-Trustees's own names.

Business Interests

3.16 To continue to operate or to sell or to liquidate, as the Co-Trustees deem advisable, any business or partnership interests received by the trust estate.

Sell and Exchange

3.17 To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any property of the trust estate.

Division of Trust Estate

3.18 On any division of the trust estate into separate shares or trusts, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable in the discretion of the Co-Trustees. After any division of the trust estate, the Co-Trustees may make joint investments with funds from some or all of the several shares or Trusts, but the Co-Trustees shall keep separate accounts for each share or Trust.

Abandonment of Trust Assets

3.19 To abandon any trust asset or interest in a trust asset in the discretion of the Co-Trustees.

Options

3.20 To grant options involving disposition of trust assets and to take options for the acquisition of any asset by the trust estate.

Lease

3.21 To lease any real or personal property of the trust estate for any purpose for terms within or extending beyond the duration of any Trust.

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MSB

Page



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the office in Brazoria County, Texas, on this _____ day of _____, 20____.
JOYCE HIGDON
Brazoria County Clerk
BY: *[Signature]* DEPUTY

Property Management

3.22 To manage, control, improve, and repair real and personal property belonging to the trust estate. To make repairs and alterations in buildings or other trust property, to demolish any improvements, to raze party walls or buildings, and to erect new party walls or buildings as the Co-Trustees deem advisable.

Development of Property

3.23 To partition, divide, subdivide, assign, develop, and improve any trust property. To make or adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate land or easements to public use with or without consideration.

Borrowing and Encumbering

3.24 To borrow money for any trust purpose from any person, firm, or corporation on the terms and conditions deemed appropriate by the Co-Trustees and to obligate the trust estate for repayment. To encumber the trust estate or any of its property by mortgage, deed of trust, or pledge, using any procedures necessary deemed advisable to consummate the transaction. To replace, renew, and extend any encumbrance and to pay loans or other obligations of the trust estate deemed advisable by the Co-Trustees.

Natural Resources

3.25 To enter into oil, gas, metal, and any other natural resource leases on terms deemed advisable by the Co-Trustees, and to enter into any pooling, unitization, repressurization, community, and other types of agreements relating to the exploration, development, operation, and conservation of properties containing minerals or other natural resources. To drill, mine, and otherwise operate for the development of oil, gas, and other minerals, and to install and maintain pipelines.

Insurance

3.26 To procure and carry at the expense of the trust estate insurance of the types and amounts deemed advisable by the Co-Trustees to protect the trust estate and the Co-Trustees against liability due to any hazard.

Enforcement of Hypothecations

3.27 To enforce any deed of trust, mortgage, or pledge held by the trust estate and to purchase at any sale any property subject to any such hypothecation.

MSB
MSB



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in the County of Brazoria, State of Texas, this _____ day of _____, 20____.
JUDITH A. HARRIS, CLERK
DEPUTY

Extending Time of Payment of Obligations

3.28 To extend the time of payment of any note or other obligation held in the trust estate, including accrued or future interests, in the discretion of the Co-Trustees.

Adjustment of Claims

3.29 To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the trust estate.

Litigation

3.30 To commence or defend at the expense of the trust estate any litigation affecting each Trust or any property of the trust estate deemed advisable by the Co-Trustees.

Administration Expenses

3.31 To pay all taxes, assessments, compensation of the Co-Trustees, and all other expenses incurred in the collection, care, administration, and protection of the trust estate.

Employment of Attorneys, Advisers, and Other Agents

3.32 To employ any attorney, investment adviser, accountant, broker, tax specialist, or any other agent deemed necessary in the discretion of the Co-Trustees, and to pay from the trust estate reasonable compensation for all services performed by any of them.

Termination by Co-Trustees of Small Trust

3.33 To terminate in the discretion of the Co-Trustees any separate Trust held for an income beneficiary and remainderperson if the fair market value of the separate Trust at any time becomes less than \$5,000 and, regardless of the age of the income beneficiary, to distribute the principal and any accrued or undistributed net income to the income beneficiary or to his or her guardian or other fiduciary.

Distribution

3.34 On any partial or final distribution of the trust estate, to apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable by the Co-Trustees, and to sell any property deemed necessary by the Co-Trustees to make the distribution.

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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful county and jurisdiction, JAMES MCGHEE, CLERK OF THE COUNTY OF BRAZORIA, TEXAS.
DEPUTY

General

3.35 To do all acts, to take all proceedings, and to exercise all rights, powers, and privileges that an absolute owner of the property would have. The enumeration of certain powers in this Will shall not limit the general or implied powers of the Co-Trustees. The Co-Trustees shall have all additional powers that are now or may be conferred on them by law, or that may be necessary to enable the Co-Trustees to administer each Trust in accordance with the provisions of this Will, subject to any limitations specified in this Will.

Powers Inconsistent With Marital Deduction

3.36 None of the powers or discretions granted in any provision in this Will to the Co-Trustees shall be exercised in a manner inconsistent with the allowance of the full federal estate tax marital deduction, to which my estate would otherwise be entitled, regardless of any provision in this Will to the contrary.

C. OPERATIONAL PROVISIONS

Determination of Income and Principal

3.37 The Co-Trustees shall determine what is income and what is principal of each Trust established under this Will, and what expenses, costs, taxes, and charges of any kind shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Texas as they now exist and may from time to time be enacted, amended, or repealed.

Alternate and Successor Co-Trustees

3.38 If MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III are unable or unwilling to act or to continue to act as the Co-Trustees, then I appoint the remaining individual alone as the sole Trustee with the same powers, rights, discretions, obligations, and immunities. If MARGARET ELIZABETH COBB or SAGNESS GIROUARD, III are each unable or unwilling to act or to continue to act as the Co-Trustees, or sole Trustee, then I appoint LYNDON CLAY GIROUARD, as Trustee with the same powers, rights, discretions, obligations, and immunities.

mlb
HSG



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in Brazoria County, Texas, this 11th day of August, 2011.
BY: *[Signature]* DEPUTY

Co-Trustees's Fees

3.39 The Co-Trustees shall receive reasonable fees for the services rendered by him or her under this Will

Waiver of Co-Trustees's Bond

3.40 No bond for the faithful performance of duties shall be required of any person named in this Will as Co-Trustees.

Limit of Co-Trustees's Liability

3.41 No Co-Trustees appointed under this Will shall at any time be held liable for any action or default in connection with the administration of the trust estate, unless caused by his or her own gross negligence or by a willful commission by him or her of an act in breach of trust.

Choice of Law

3.42 The validity and administration of any Trust established under this Will and all questions relating to the construction or interpretation of any such Trust shall be governed by the laws of the State of Texas.

ARTICLE 4

PAYMENT OF ESTATE TAXES AND ADMINISTRATIVE EXPENSES

All estate, inheritance, and succession taxes, together with any interest and penalties on such taxes, payable as a result of my death, are to be equitably prorated among, charged to, and collected from, each of the beneficiaries sharing in my gross taxable estate, including the beneficiaries of property passing outside of this Will. My Executor is directed to take whatever action is necessary to collect such taxes and charges from all beneficiaries sharing in my gross taxable estate, and may withhold such taxes and charges from any property that may be distributable to such beneficiaries. All expenses incurred by my Executor in connection with the administration of my estate, shall be paid out of the assets that have been devised to my surviving spouse.

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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful office, and possession, this 14th day of August, 2014.
Brazoria County Clerk
[Signature] DEPUTY

ARTICLE 5
INDEPENDENT EXECUTOR

Appointment

5.01 I appoint my husband, SAGNESS GIROUARD, JR., as the Independent Executor of this Will. If he is unable or unwilling to act or to continue to act in capacity of Independent Executor, then I appoint MARGARET ELIZABETH COBB and SAGNESS GIROUARD, III, as Co-Independent Executors of this Will. I direct that no action shall be taken in any court in the administration of my estate other than the probating and recording of this Will and the return of an inventory, appraisal, and list of claims of my estate. My Independent Executor, or Co-Independent Executors, as the case may be, whether original, substitute, or successor, is/are referred to in this Will as my "Executor".

No Bond Required

5.02 No bond or other security shall be required of any Executor appointed in this Will.

Powers

5.03 My Executor shall have, in extension and not in limitation of the powers given by law or by other provisions of this Will, the following powers with respect to the settlement of my probate estate.

Same Powers as Co-Trustees

(a) To exercise with regard to the probate estate all of the powers and authority conferred by this Will on the Co-Trustees over the trust estate.

(b) To employ any attorney, investment adviser, accountant, broker, tax specialist, or any other agent deemed necessary by my Executor, and to pay from my estate reasonable compensation for all services performed by any of them.

Situs of Estate Property

(c) To keep any of the property of my estate at any place or places in Brazoria County, Texas, or elsewhere within the United States or abroad or with a depository or custodian at such place or places.

Income Tax Returns

(d) To join with my husband or his executor or administrator in filing any income tax return of the income of my husband and myself for any period for which such a return may be permitted or required, and to agree with my husband or his executor or administrator.

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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a true and correct photostatic copy of the original record on file in my office, shown under my hand and seal of the court in my presence and the presence of JOYCE W. HARRIS, CLERK OF COURT, BRAZORIA COUNTY, TEXAS.
BY _____ DEPUTY

- (i) As to how the burden of the liability for any income tax, arising out of the filing of a joint return, shall be borne as between my estate and my husband or his estate.
- (ii) As to who, as between my husband or his estate and my estate, shall be entitled to any refund or credit of any income tax, based on the filing of a joint return by my husband and myself or by my Executor and my husband or his executor or administrator.

Distribution of Estate

(e) On any partial or final distribution of my estate, in my Executor's absolute discretion, to divide, allocate, and distribute the property of my estate in kind, including undivided interests, or partly in kind and partly in cash, or entirely in cash. The decision of my Executor as to what constitutes a proper division of the property of my estate shall be binding on all of the distributees. When paying legacies or dividing or distributing my estate, to make such payments, division, or distribution wholly or partly in kind by allotting and transferring specific securities or other personal or real properties or undivided interests in the manner deemed advisable by my Executor.

Marital Deduction Election

5.04 It is my intention that assets devised and bequeathed outright to my husband shall qualify for the federal estate tax marital deduction. Nevertheless, my Executor may choose not to make such an election if at the time of my death, the anticipated time of my spouse's death and the computation of the combined estate taxes of our two estates render such an election inappropriate in the judgment of my Executor. My Executor shall not be liable either for making such an election or for exercising his or her discretion not to make such an election.

It is not my intention that any assets in the Residuary Trust shall qualify for the federal estate tax marital deduction. To this end, my Executor shall not elect under Internal Revenue Code Section 2056(b)(7), or any comparable section in effect at my death, for the assets in the Residuary Trust to qualify for the federal estate tax marital deduction.

msb
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THE STATE OF TEXAS
COUNTY OF BRAZORIA
I hereby beg the above and foregoing to be a true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in Brazoria County, Texas, this _____ day of _____, 20____.
JOYCE HADGIMAK
Brazoria County Clerk

ALIGNED
NOTARIAL PUBLIC
COUNTY OF BROWN
STATE OF TEXAS



ARTICLE 6
WILL CONTEST

If any beneficiary, including any person with a remainder interest under this Will, directly or indirectly contests or challenges this Will or any of its provisions, any share or interest in my estate or in the estate of any Trust established by this Will given to that contesting beneficiary under this Will is revoked and shall be disposed of in the manner provided in this Will as if that contesting beneficiary had predeceased me without issue.

ARTICLE 7
GENERAL PROVISIONS

Will Not Contractual

7.01 My husband and I are executed Wills at approximately the same time. In both Wills, each of us is the primary beneficiary of the Will of the other. However, these Wills are not being made pursuant to any agreement or contract between my husband and myself, and the Wills are not to be construed as joint, reciprocal, or contractual.

Effect of Inoperative, Invalid, or Illegal Provision

7.02 If any provision of this Will, or of any Codicil to this Will, is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions of the Will shall continue to be fully operative and effective so far as is possible and reasonable.

Headings

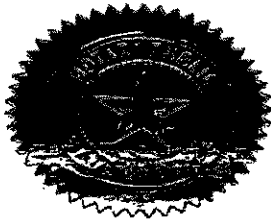
7.03 The headings above the various provisions and parts of this Will have been included only for convenience in locating the subject matter covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.

mlb
MSG

Witness stated further that they did sign their name as Witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen (18) years of age or over and was of sound mind; and that each of the said Witnesses was then at least fourteen (14) years of age.

Margaret Spitzer Girouard
MARGARET SPITZER GIROUARD
Lenora L. Brooks
Ellen Dougherty
Janita Vicars

SUBSCRIBED AND ACKNOWLEDGED before me by the said MARGARET SPITZER GIROUARD, Testatrix, and subscribed and sworn to before me by the said LENORA L. BROOKS, ELLEN DOUGHERTY and JANITA VICARS, Witnesses, this the 4th day of December, 1987.



Linda J. Greer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Linda J. Greer
My Commission Expires 9/30/88

msb
MSB

FILED THIS 8
DAY OF December, 1987
msb
County Clerk of Court

Page 1



THE STATE OF TEXAS
COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful county and jurisdiction, JOYCE HUBBARD, BRAZORIA COUNTY CLERK.
Joyce Hubbard

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GIROUARD, TERRY CLAY

First VENDEE

TERRY CLAY GIROUARD JOINT VENTURE

Index Type : CONVEYANCES

File Number : 2018-00014594

Type of Document : TRANSFER

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Perret
Clerk of Court

On (Recorded Date) : 05/07/2018

At (Recorded Time) : 10:54:10AM



Doc ID - 041011860005

ACT OF TRANSFER OF PROPERTY

STATE OF LOUISIANA §
 §
PARISH OF LAFAYETTE §

BEFORE the undersigned Notaries Public, duly commissioned and qualified in and for the counties (or parishes) and states as shown below and in the presences of the witnesses hereinafter undersigned, personally came and appeared **TERRY CLAY GIROUARD**, who declared and said he does hereby transfer, convey and deliver unto the **TERRY CLAY GIROUARD JOINT VENTURE**, a Texas joint venture, whose address is 301 Bayou Tortue, Broussard, Louisiana 70518, all of his undivided rights, title and interest in the following as **TERRY CLAY GIROUARD**'s capital contribution to said joint venture:

The real property more particularly described as follows:

Act #454792: That certain tract of land in the Fifth Ward of the Parish of Lafayette, Louisiana, containing approximately 32.4 acres, being the property described as Lot 2 of the highland of the Guttekunst plat annexed to the partition of the heirs of Joseph O. Girouard recorded in the Parish of Lafayette; said parcel of ground is bounded as follows: on the North formerly by property of Ruby Girouard, on the South by property of Ida Girouard, on the East by property formerly belonging to Charles Billeaud, now property of Sagness Girouard and Floy Dykes Girouard, and on the West by a public road; said property was acquired by Sagness Girouard and Floy Dykes Girouard under Act No. 170241 dated November 8, 1943, all of the Parish of Lafayette, Louisiana.

The said **TERRY CLAY GIROUARD JOINT VENTURE**, are also appearing herein by and through all of the owners of the **TERRY CLAY GIROUARD JOINT VENTURE**, and accepting and acknowledging receipt of the afore described property.

THUS DONE AND PASSED, in the Parish of Lafayette, State of Louisiana, this 9th day of Feb, 2015, in the presence of the following Notary, and the undersigned competent witnesses.

ORIGINAL

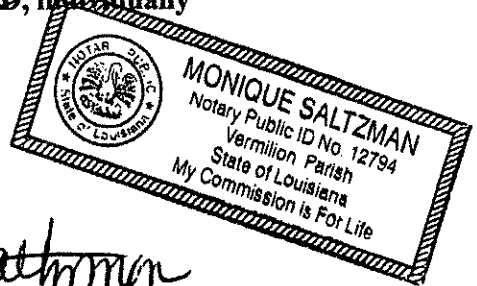
TRANSFEROR: TERRY CLAY GIROUARD

Terry Clay Girouard
TERRY CLAY GIROUARD, individually

WITNESSES:

Korie Arceneaux
Printed Name: KORIE ARCENEAUX

Danielle Saltzman
Printed Name: Danielle Saltzman



Monique Saltzman
NOTARY PUBLIC, State of Louisiana

TRANSFeree: TERRY CLAY GIROUARD JOINT VENTURE

By:

Terry Clay Girouard
TERRY CLAY GIROUARD, joint venturer

WITNESSES:

Korie Arceneaux
Printed Name: KORIE ARCENEAUX

Danielle Saltzman
Printed Name: Danielle Saltzman

Monique Saltzman
NOTARY PUBLIC, State of Louisiana



TRANSFEREE: TERRY CLAY GIROUARD JOINT VENTURE

By:

Craig Girouard

CRAIG GIROUARD, joint venturer

WITNESSES:

Korie Arceneaux

Printed Name: KORIE ARCENEAUX

Danielle Sathman

Printed Name: DANIELLE SATHMAN

Monique Sathman

NOTARY PUBLIC, State of Louisiana

TRANSFEREE: TERRY CLAY GIROUARD JOINT VENTURE

By:

Clay Girouard

CLAY GIROUARD, joint venturer

WITNESSES:

Paulitta Anderson
Printed Name: Paulitta Anderson

Timothy Carmy
Printed Name: Timothy Carmy

Mark R Wolram

NOTARY PUBLIC, State of New York
state of New York
County of Monroe

On March 3, 2015
personally Appeared Lynden Clay Girouard
in my hand and official seal

Mark R Wolram

MARK R WOLRAM
Lic. #01WO6229577
Notary Public-State of New York
Qualified in Monroe
Commission Expires OCTOBER, 12 2018

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GIROUARD, TERRY CLAY

First VENDEE

GIROUARD, TERRY CLAY

Index Type : CONVEYANCES

File Number : 2018-00018404

Type of Document : MEMORANDUM

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Perret
Clerk of Court

On (Recorded Date) : 06/06/2018

At (Recorded Time) : 3:27:15PM



**MEMORANDUM OF THE TERRY CLAY GIROUARD
JOINT VENTURE AGREEMENT**

BEFORE the undersigned Notaries Public, on the dates shown, personally came and appeared:

TERRY CLAY GIROUARD, a major and resident of Lafayette Parish, Louisiana;

CRAIG GIROUARD, a major and resident of Lafayette Parish, Louisiana;

CLAY GIROUARD, a major and resident of Lafayette Parish, Louisiana;

(the aforementioned parties being sometimes collectively referred to as "Members")

who declared that they do hereby enter into this Joint Venture Agreement (the "Agreement") to governed according to the terms and condition hereafter set forth.

The joint venture shall be known as the **TERRY CLAY GIROUARD JOINT VENTURE** (sometime referred to in this document and other related documents as the **TC Girouard Joint Venture**), a Texas Joint Venture (hereinafter referred to as the "JV") and shall be governed under the laws of the State of Texas.

The Members agree that they may from time to time adopt written terms and conditions governing the ownership, management and operation of the JV. Subject to any additions, amendments, or modifications which may be agreed to and adopted hereafter, the Members hereby agree as follows:

General Terms of Terry Clay Girouard Joint Venture Agreement

The Members hereby acknowledge that the Agreement contains the following, among other, terms, covenants and conditions related to the JV:

1. **Principal Office, Registered Agent and Registered Agent's Address.** The JV's principal place of business will be located at **301 Bayou Tortue, Broussard, Louisiana 70518** or any other location mutually agreed upon by the Members. But, since the principal office is located outside the State of Louisiana, the JV has fixed and designated an office and established a registered agent and office in Louisiana as follows:
 - a. The JV's registered office in Louisiana will be the office of the registered agent located **301 Bayou Tortue, Broussard, Louisiana 70518** any other location within the state of Louisiana as determined by the Members.
 - b. The JV's registered agent in Louisiana will be Craig Girouard and service of citation on the JV can be upon Craig Girouard at **301 Bayou Tortue, Broussard, Louisiana 70518**.

2. **Purpose of JV.** Whereas, the purpose of the JV is to engage in the undivided ownership of a tract of land in Lafayette Parish, Louisiana, more particularly described on Exhibit "A" attached hereto.
3. **Additional Members.** No additional persons or entities may be admitted to the JV as Members unless it is unanimously agreed to by Members or unless allowed for under the terms of this Agreement. All new Members must sign a copy of the Agreement and agree to be bound by the terms of the Agreement.
4. **Liability to Third Parties.** Except as otherwise provided by law, no Member shall be liable for the debts, obligations or liabilities of the JV to a third party unless the Member agrees in writing to be liable.
5. **Authority.** No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the JV except as provided in the Agreement.
6. **Transfer or Assignment of Member's Interest.** No Member may encumber, transfer and/or assign, in whole or in part, his or her JV Interest at any time, except as expressly provided in the Agreement. Except as in the Agreement, no Member shall make any disposition of any Member interest without the unanimous written consent of the other Members, or in the absence of such written consent, except pursuant to the provisions of the Agreement, which, in part, provides any Member desiring to make a Disposition of their Member interest shall first make an offer (the "Offer") to sell such Member interest to the other Members. The term "Disposition" shall mean any inter vivos transfer, pledge, mortgage or other encumbrance, or any other disposition of Member interest whatsoever, whether voluntary or involuntary. **Any Disposition of Member interest contrary to the Agreement shall be void.** The details of the procedure to make such Offer are more expressly contained in the Agreement.
7. **Certificates.** No Certificates of the JV will initially be issued; but such Certificates may be issued if a majority in interest of the JV determines to make such issuance.
8. **Transfer of JV Certificates.** A JV Interest which is transferred in accordance with the terms of the Agreement shall be transferable on the books of the JV. However, in the event a majority in interest has determined to issue JV Certificates, the transfer of a JV Interest shall not be entered until the previously issued JV Certificate representing such JV Interest is surrendered to the JV and canceled and a replacement JV Certificate is issued to the assignee of such JV Interest.
9. **Amendments by Members.** The Agreement may only be adopted, amended, altered, or repealed by the vote or written consent of all of the JV Interests.
10. **Notices.** All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

JV:

Terry Clay Girouard Joint Venture
626 West 2nd
Freeport, Texas 77541

Members:

Terry Clay Girouard
301 Bayou Tortue
Broussard, Louisiana 70518

Craig Girouard
301 Bayou Tortue
Broussard, Louisiana 70518

Clay Girouard
17 Brandywine Circle
Penfield, New York 14526

IN WITNESS WHEREOF, the parties hereto have caused this **Memorandum of Terry Clay Girouard Joint Venture Agreement** to be duly executed to be effective as of the 1st day of January, 2013.

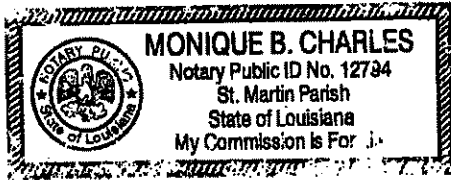
(SIGNATURE PAGES TO FOLLOW)

STATE LOUISIANA
PARISH OF LAFAYETTE

Terry Clay Girouard
TERRY CLAY GIROUARD

SWORN TO AND SUBSCRIBED before me this 25th day of May, 2018.

Monique B. Charles
NOTARY PUBLIC
Printed Name Monique B. Charles
I.D. No. 12794
My Commission Expires at death

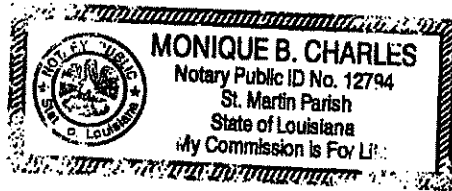


STATE OF LOUISIANA
PARISH OF LAFAYETTE

Craig Girouard
CRAIG GIROUARD

SWORN TO AND SUBSCRIBED before me this 25th day of May, 2018.

Monique B. Charles
NOTARY PUBLIC
Printed Name monique B Charles
I.D. No. 12794
My Commission Expires at death



STATE OF LOUISIANA
PARISH OF LAFAYETTE

Clay Girouard
Clay Girouard
CLAY GIROUARD

SWORN TO AND SUBSCRIBED before me this 29 day of
May, 2018.

Timothy Carney
NOTARY PUBLIC
Printed Name *Timothy Carney*
I.D. No. 01CA63-11855
My Commission Expires 07/22/2018

TIMOTHY F CARNEY
No. 01CA6311855
Notary Public-State of New York
Qualified in MONROE COUNTY
COMM. EXP. 07/22/2018