

JTA ABSTRACTING, L.L.C.

P. O. BOX 385
GONZALES, LA 70707-0385

PHONE: (225) 938-3739
FAX: (225) 644-3016

Exhibit 1
Title Abstract

COPY

DATE: 10/17/07

TO: Dwight Poirrier

PROPERTY: 900 Acres + in T11S R 15 E

OWNER: Crawford & Thibaut, Inc.

PURCHASER: Ascension Economic Development Corp.

TYPE OF ABSTRACT: 55 year with 3 chains

ABSTRACT: \$325.00

Copies: \$237.00

Mileage:

Postage:

Fax fee:

TOTAL: \$562.00

CERTIFICATE

TO: Dwight Poirrier

PROPERTY DESCRIPTION: 26.18 Acres RMBR
32 Arpents in Section 9-11-15
900 Acres M/L RMBR - Point Houmas

TIME PERIOD: 1/9/1931 -
2/14/1940- 10/15/2007
7/15/1950 -

PRESENT OWNER: Crawford & Thibaut, Inc.

PURCHASER: Ascension Economic Development Corp.

TAX DATA: WARD 4 # 1381600

LAND: \$26230.00 TAXES: \$ 3284.95 Call to see if paid
IMPROVEMENTS: \$6,580.00 HOMESTEAD: not available 2006 taxes (473-8671)

ENCUMBRANCES:

1. Orig. # 644771

NOTE: I picked up every acquisition by Crawford & Thibaut Inc. and ran all tracts acquired. Acreage on tax rolls is different. I did not find any maps.

I hereby certify that I have made a careful examination of the vendor and mortgage records in the Office of the Clerk and Recorder in the Parish of Ascension, State of Louisiana, in the names of the parties as disclosed by the acts included in the abstract. I did not run variations of names. I do hereby certify that the following copies are all the instruments affecting the title to the above captioned property, as accurately disclosed by the indices to said records. This abstract is not intended to reflect, nor does it in fact reflect, the current mineral ownership of the subject property. I only ran oil and gas for 10 years.

JTA ABSTRACTING, L.L.C.
P. O. Box 385
Gonzales, Louisiana 70707-0385

By: Janet Attuso
Janet Attuso

Property Description:

<u>Pg.</u>	<u>C.O.B.</u>	<u>Pg.</u>	<u>Orig.</u>	<u>From</u>	<u>MOB</u>	<u>Pg.</u>	<u>To</u>	<u>Date</u>
1				2006 taxes				
CHAIN ONE ON 26.18 ACRE TRACT								
2	71	156	30195	Elina Courreges Bertaut			Pasquale Palermo	1/9/31
4	75	164	2190	Lease			Valentin Lewis	1/12/37
6	75	164	2190	Cancellation of Lease			Valentin Lewis	1/12/37
8	77	50	7245	Right of Way			L P & L	3/15/39
10	77	530	10093	Lease			Valentin Lewis	3/21/40
12	93	112	33898	Lease			Dubourg Thibaut	3/1/51
14	95	467	37562	Right of Way			Police Jury	7/28/52
15	96	338	38337	Pasquale Palermo, Sr.			Sardo Palermo	10/29/52
18	97	94	39002	Sale of House			Louise Falkins	1/26/53
21	97	347	39483	Judgment of Possession			Pasquale Palermo	3/31/53
24	97	191	39223	Lease			Dubourg Thibaut	2/23/53
30	97	201	39244	Sardo Palermo			Louis S. Palermo, etal	2/25/53
32	187	759	80704	Lease			Charles K. Murphy	10/1/65
33	219	880	102094	Cancellation of Lease			Charles K. Murphy	9/18/69
34	221	147	103004	Agreement to Sell			Leblanc Brothers	12/2/69
39	221	602	103349	Extension of Agreement			LeBlanc Brothers	12/31/69
42	222	266	103866	Judgment of Possession			Louis S. Palermo	2/16/70
44	221	542	103297	Joseph J. Palermo, et als			LeBlanc Brothers & Co.	12/24/69
48	221	605	103350	Rosalie P. Milazzo			LeBlanc Brothers & Co.	12/31/69
52	223	717	104281	Bernard F. Palermo, et als			LeBlanc Brothers & Co.	3/11/70
55	225	682	106425	LeBlanc Brothers & Co.			Crawford & Thibaut, Inc.	8/10/70
CHAIN TWO ON 32 ARPENTS								
62	77	475	9820	Dr. John H. Lowery	Cancelled		Emma Lewis, et al	2/14/40
66	88	90	27829	Tax Sale and Redemption				5/18/48
70	93	135	33950	Lease			Dubourg Thibaut	3/13/51
74	106	357	44123	Victoria Lewis Williams			Crawford & Thibaut, Inc.	4/5/55
(Crawford & Thibaut continues with next chain)								
75	223	695	104993	Shown for reference only			Never put in possession	4/30/70
77	225	689	106426	Succ. Emma Gilliard Lewis			LeBlanc Brothers & Co.	8/10/70

83	225	695	106427 LeBlanc Brothers & Co.	Crawford & Thibaut, Inc.	8/10/70
90	230	839	109837 Tax Adjudication	improvements only	4/14/71
CHAIN THREE ON 900 ACRES AND ALL CHAINS MERGE HERE					
93	92	91	32690 Thibaut and Crawford	Crawford & Thibaut, Inc.	7/15/50
97	215	516	98931 Contract of Lease	Ormet Corporation	3/17/69
102	251	183	124174 Contract of Lease	Ormet Corporation	9/18/73
105	257	440	128675 Contract of Lease	Ormet Corporation	5/1/74
108	303	90	158843 General Permit	South Central Bell	5/30/78
109	225	682	106425 Lease	LeBlanc Brothers & Co.	8/10/70
116	225	695	106427 Lease	LeBlanc Brothers & Co.	8/10/70
123	242	536	117573 Contract of Lease	Ormet Corporation	8/23/72
128	250	138	123259 Lease	Crescent K Cattle Co.	7/30/73
136	250	146	123260 Lease	Crescent K Cattle Co.	7/30/73
144	302	88	158141 Contract of Lease	Ormet Corporation	5/1/78
148	302	92	158142 Contract of Lease	Ormet Corporation	5/1/78
152	320	640	171818 Cancellation of Lease	Ormet Corporation	1/7/80
153	320	641	171819 Contract of Lease	Ormet corporation	1/7/80
157	320	645	171820 Contract of Lease	Ormet Corporation	1/7/80
161	333	90	180747 Cancellation of Lease	Ormet Corporation	2/24/81
162	333	91	180748 Contract of Lease	Ormet Corporation	2/24/81
166	333	95	180749 Contract of Lease	Ormet Corporation	2/24/81
170	367	156	207399 Agricultural Lease	Sunshine Planting Co.	12/22/83
177	397	85	229715 Right of Way & Map	Monterrey Pipeline Co.	1/23/86
189	459	547	272862 Contract of Lease	Ormet Corporation	10/11/89
194	460	302	273379 Certificate of Estoppel	and Consent	10/25/89
205	484	556	294452 Extract of Lease	Ormet Corporation	9/30/91
206			644771 Marketing Agreement 644771		/ / 01
231			Tobin map from Assessor's Office black book		
232			Assessor's Map		

20012/13 COX, ANGELA D
 040 P.O. BOX 1814
 DONALDSONVILLE, LA 70346

RES ACREAGE (MV) 1.3 Acres
 1.00 UNIT
 1.00 UNIT

PARISH OF ASCENSION ASSESSOR'S OFFICE

RENEE MIRE MICHEL, CLA
 P. O. BOX 544 - DONALDSONVILLE, LA 70346 - (225)473-9239

Taxing Authority - WARD 4
2006 ACTIVE Real Estate Taxroll Report

PROP. DESC.	39 AC. SEC. 96-11-14, LOT H-5-C (636/544)(MAP #141872)	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES
1381600	040	CRAWFORD & THIBAUT, INC. P.O. BOX 228 DONALDSONVILLE, LA 70346	AG. LAND CLASS II - Use Value	820.00 UNIT	26,100	2,610	\$0.00
			FRSHWTR. MARSH - Use Value	25.86 UNIT	130		
			SINGLE FAMILY RESIDENCE	1.00 Unit	2,170		\$3,284.95
			SINGLE FAMILY RESIDENCE	1.00 Unit	880		
			SINGLE FAMILY RESIDENCE	1.00 Unit	1,310		
			SINGLE FAMILY RESIDENCE	1.00 Unit	740		
			SINGLE FAMILY RESIDENCE	1.00 Unit	740		
			SINGLE FAMILY RESIDENCE	1.00 Unit	740		
PROP. DESC.	792.86 AC. POINT HOUMAS PLTN, 26.20 AC. RBMR. AB. BY E. F. BERTAUT; BD. BY JOHN SPENCER 26.80 AC. (M/L) RBMR (92/91-106/357-225/682-695) (223/695-225/689-693)				32,810		\$3,284.95
ASSMT. NO.	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES	
1376100	CRAWFORD, RANDY L.	RESIDENTIAL SUBD. LOT	1.00 UNIT	1,300	1,300	\$164.66	
040	NICOLE O. CRAWFORD 35095 COTTON DRIVE DONALDSONVILLE, LA 70346	SINGLE FAMILY RESIDENCE	1.00 Unit	7,750	6,200		
PROP. DESC.	LOT 8 VILLA DOMAIN S/D, 1ST (.58 AC) (419/191)(COB/477891)(COB/477902) (COB/478017) (COB/611216)			9,050	7,500	\$164.66	
ASSMT. NO.	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES	
1382400	DATO, ANTHONY J	RESIDENTIAL SUBD. LOT	1.00 UNIT	1,000	1,000	\$77.10	
040	JENNIE P. DATO 2376 ST. MARK CT. DONALDSONVILLE, LA 70346	SINGLE FAMILY RESIDENCE	1.00 Unit	7,270	6,500		
PROP. DESC.	LOT 17 SQ. E. ST. JUDE COUNTRY CLUB ESTATES S/D (348/616)			8,270	7,500	\$77.10	
ASSMT. NO.	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES	
1590000	DAVIS, LISA A	RESIDENTIAL SUBD. LOT	1.00 UNIT	300	300		
040	P.O. BOX 1318 DONALDSONVILLE, LA 70346	MANUFACTURED HOUSING	1.00 Unit	360	360		
PROP. DESC.	LOT 8 JOHN MUSCO S/D (318/484-MAP #53619) (601/665)			660	660	\$0.00	
ASSMT. NO.	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES	
1383220	DAVIS, MICHAEL T, SR.	RES ACREAGE (MV) 1-3 Acres	1.00 UNIT	500	500		
040	JO ANN F. DAVIS 2106 HWY. 308 SOUTH DONALDSONVILLE, LA 70346	SINGLE FAMILY RESIDENCE	1.00 Unit	4,950	4,950		
PROP. DESC.	LOT .25 AC. LBBL (438/90) LOT .03 AC. LBBL (438/92)			5,450	5,450	\$0.00	
ASSMT. NO.	TAXPAYER NAME AND ADDRESS	PROPERTY CLASS DESCRIPTION	QUANTITY	ASSESSED VALUE	HOMESTEAD VALUE	TAXPAYER TAXES	
1383250	DAVIS, PAUL	NO LAND VALUE (Lease Property)	UNIT				
040	MONIQUE DAVIS	MANUFACTURED HOUSING	1.00 Unit	1,500	1,500		

Handwritten notes at top right of page.

156

Cash Sale of Real Estate

from

Mrs. Elina C. Bertaut

to

Pasquale Palermo.

71-156

State of Louisiana,
Parish of Ascension.

30195 *1-9-31*

BE IT KNOWN That on this 8th. day of the month of January, A. D. 1931,

Before Me, CHAS. T. WORTHAM, a Notary Public in and for the Parish of Ascension, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MRS. ELINA COURREGES, widow of Edgar F. Bertaut, now a femme sole, and a resident of the Parish of Ascension, who declared that she does by these presents, grant, sell, convey, abandon and deliver, with all legal warranties and with full substitution and subrogation, in and to all the rights and actions of warranty which she has or may have against all preceding owners and vendors, to and unto

PASQUALE PALERMO, a resident of the Parish of Ascension, husband by first and only marriage of Angelina Mondella, here present accepting and purchasing for himself, his heirs and assigns and acknowledging delivery and possession thereof, the following described property, towit:-

A certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring 1 arpent front on said river, with all the depth thereto belonging; bounded above by lands formerly of John L. Manning and below by the locality known as Lemannville; together with all the buildings and improvements thereon, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut, her husband, by dation en paiement recorded in Conveyance Book 65, Page 345 of Ascension Parish.

To have and to hold the said property unto the said purchaser, his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Five Hundred, Fifty and 00/100 (\$550.00) Dollars, cash, which the said purchaser has well and truly paid to the said vendor, who hereby acknowledges the receipt thereof.

All state and parish taxes up to and including the taxes due and exigible in 1930, are paid as per the Tax Collector's receipts here exhibited.

And now to these presents personally came and appeared:

MRS. ANABEL BERTAUT SCHEXNAYDER, in her capacity of duly appointed, qualified and officiating executrix of the Estate of Edgar Bertaut, deceased; which said Mrs. Anabel B. Schexnayder declared that she has received the entire amount of the selling price of the said property, to-wit:- Five Hundred, Fifty and 00/100 (\$550.00) Dollars, which amount she has applied and credited in part payment of one certain judgment obtained by her in her said capacity against the said Mrs. Elina C. Bertaut in the sum of Four Thousand, Nine Hundred, Ninety Six and 94/100 (\$4,996.94) Dollars, with interest, which judgment was rendered by the Twenty Third Judicial District Court, Parish of Ascension, on the 18th. day of June, 1930, and is duly recorded in the Mortgage Records of this parish.

The said Mrs. Anabel B. Schexnayder further declared that in consideration of the receipt of said purchase price, as aforesaid, applied upon the said judgment, she now, in her said capacity, releases the property herein conveyed from the effect of the said judgment, and the Clerk and Ex-officio Recorder of the Parish of Ascension is hereby authorized to cancel and erase the said judgment insofar as it has effected and may effect the hereinbefore described property as a judicial mortgage.

The Certificate of Mortgages is dispensed with by the parties.

Thus Done and Passed before me, at my office, in the Parish of Ascension, on the date first hereinabove written in the presence of Carroll Bertaut and Josie Lawless, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

Witnesses:

Carroll Bertaut

Josie Lawless

Mrs. Elina C. Bertaut

Parsonage Tallant

Mrs. Anabel B. Schexnayder

Chas. T. Wortham
Notary Public.

Executrix.

State of Louisiana,
Parish of Ascension.

This contract of lease made and entered into between Pasquale Palermo, of age, a married man, married but once and then to Angelina Montellie, with whom he still lives and resides, both residents of the parish of Ascension, Louisiana, Lessor, and Valentin Lewis, of age, a married man, married but once and then to Emma Gillard, with whom he still lives and resides, both residents of the parish of Ascension, Louisiana, Lessee, witnesseth:-

That said Palermo in consideration of the agreements of said Lewis, leases the following described property, to-wit:

A certain tract of land situated in the parish of Ascension, on the right bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging; bounded above by lands formerly of John L. Manning, and below by the locality known as Lemannville; together with all the buildings and improvements thereon, containing twenty-six and 18/100 (26.18) acres, more or less; being the property acquired by Pasquale Palermo from Mrs. Elina C. Bertaut, by act passed before Charles T. Wortham, Notary Public, on January 8, 1934, and duly recorded in Book of Conveyances No. 21, folio 156, of the parish of Ascension, Louisiana.

for the term of three years beginning on the 1st day of January, 1937, and ending on the 1st. day of January, 1940.

The present lease is made in consideration of the yearly rental of One Hundred Fifty (\$150.00) Dollars, for which Lessee has delivered his three certain promissory notes in the sum of One Hundred Fifty (\$150.00) Dollars each, bearing even date herewith, payable to his own order and by him endorsed in blank, payable respectively one, two and three years after date, at the First National Bank in Donaldsonville, Louisiana, with interest at the rate of Eight (8) per cent per annum from maturity, until paid, and which notes being paraphed "Ne Varietur" to identify same with this act of lease, were delivered to said Pasquale Palermo.

It is understood and agreed that the Lessee shall keep the fencing and bridges on the leased premises in the condition in which they are now as far as possible. It is further understood and agreed that no deduction shall be made from said rent by reason of the destruction by fire or storm or other unforeseen event of any of the buildings on the premises herein leased, nor shall the Lessor be under any obligation to replace them, and that

shall not sub-rent or sub-lease the herein leased lands
the permission of the Lessor.

Should Lessee at any time fail to pay the rent punctually
security, as stipulated, or upon the adjudication of Lessee in
bankruptcy, the appointment of a receiver for Lessee or the filing
bankruptcy, receivership or respite petition by or against
Lessee or upon Lessee's suspension, failure or insolvency, the
for the whole or unexpired term of this lease shall, without
putting Lessee in default, at once become due and exigible; and
such event, Lessor shall have the option either at once to
and the entire rent for the whole term, or to immediately
cancel this lease, without putting Lessee in default, Lessee hereby
consenting thereto and expressly waiving the legal notices to
evacuate the premises. Failure to strictly and promptly enforce
these conditions shall not operate as a waiver of Lessor's rights,
Lessor expressly reserving the right to always enforce payment of
rent as aforesaid, or to cancel this lease, regardless of any
indulgence or extension of privileges granted.

In case it becomes necessary to place any claim rising
from this lease in the hands of an attorney for collection or
suit, said Lessee shall pay, as counsel fees, an additional sum
of twenty per cent.

Thus done and signed at my office in Donaldsonville,
Parish of Ascension, Louisiana, on this 11th day of January, 1937,
in the presence of the undersigned, competent witnesses, and me,
Notary Public, after due reading of the whole.

Witnessed:

Luigi Palermo
Rosalie Marsala

D. Palermo
Valentia L. Lami
mark

George R. Blum
Notary Public.

Original signed: Elvira Burns; Mack Staf'ord, his x mark.
Witnesses: C. Kingsbury; Inez O. Pfister.
SGd. C.V. St. Amant, Notary Public (L.S.)
I.R. stamps in the amount of 50¢ affixed to original and cancelled.
Recorded from the original on file this the 11th day of January, 1937.

2190

James Pfister
Clerk and Recorder.

PASQUALE PALERMO TO VALENTIN LEWIS
State of Louisiana,
Parish of Ascension.

*at the request of Valentin Lewis
who presented to me the under-
signed authority the rent herein*

This contract of lease made and entered into between Pasquale Palermo, a
married man, married but once and then to Angelina Montelle, with whom he still lives, and
resides, both residents of the parish of Ascension, Louisiana, Lessor, and Valentin Lewis,
of age, a married man, married but once and then to Emma Gillard, with whom he still lives, and
resides, both residents of the parish of Ascension, Louisiana, Lessee, witnesseth:

That said Palermo in consideration of the agreements of said law aforesaid, being
ing described property, to-wit:

A certain tract of land situated in the parish of Ascension, on the right bank of the
Mississippi River, at about six miles below the town of Donaldsonville, more or less, and
front on said river with all the depth thereto belonging, bounded above by lands owned by
John L. Manning, and below by the locality known as Lemannville; together with all the curtilain
and improvements thereon, containing twenty-six and 18/100 (26.18) acres, more or less, being
the property acquired by Pasquale Palermo from Mrs. Elina C. Bertaut, by act passed before
Charles T. Wortham, Notary Public, on January 8, 1931, and duly recorded in Book of Conveyance
No. 71 folio 156, of the parish of Ascension, Louisiana.
for the term of three years beginning on the 1st day of January, 1937, and ending on the 1st
day of January, 1940.

The present lease is made in consideration of the yearly rental of One Hundred Fifty
(\$150.00) Dollars, for which Lessee has delivered his three certain promissory notes in the
sum of One Hundred Fifty (\$150.00) Dollars each, bearing even date herewith, payable to his
own order and by him endorsed in blank, payable respectively one, two and three years after
date, at the First National Bank in Donaldsonville, Louisiana, with interest at the rate of
(8) per cent per annum from maturity, until paid, and which notes being paraphed "No Varietur"
to identify same with this act of lease, were delivered to said Pasquale Palermo.

It is understood and agreed that the Lessee shall keep the fencing and bridges on
the leased premises in the condition in which they are now as far as possible. It is further
understood and agreed that no deduction shall be made from said rent by reason of the destruc-
tion by fire or storm or other unforeseen event of any of the buildings on the premises here-
leased, nor shall the Lessee be under any obligation to replace them, and that Lessee shall
not sub-rent or sub-lease the herein leased lands without the permission of the Lessor.

Should Lessee at any time fail to pay the rent punctually at maturity, as stipulate
or upon the adjudication of Lessee in Bankruptcy, the appointment of a receiver for Lessee
or the filing of a Bankruptcy, receivership or respite petition by or against the Lessee or u-
Lessee's suspension, failure or insolvency, the rent for the whole or unexpired term of this
lease shall, without putting Lessee in default, at once become due and exigible; and in such
event, Lessor shall have the option either at once to demand the entire rent for the whole
term, or to immediately cancel this lease, without putting Lessee in default, Lessee hereby
assenting thereto and expressly waiving the legal notices to vacate the premises. Failure to
strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's right
Lessor expressly reserving the right to always enforce payment of rent as aforesaid, or to
cancel this lease, regardless of any indulgence or extension of privileges granted.

In case it becomes necessary to place any claim arising from this lease in the hands
of an attorney for collection or suit, said Lessee shall pay, as counsel fees, an additional
sum of twenty per cent.

This lease and signed at my office in Donaldsonville, Parish of Ascension, Louisiana
on this 11th day of January, 1937, in the presence of the undersigned, competent witnesses, a-
me, Notary Public, after the reading of the whole.

Original signed: P. Palermo; Valentin Lewis his x mark.
Witnesses: Sordo Palermo; Rosalie Marsala.
SGd. George R. Blum, Notary Public (L.S.)
The said Valentin Lewis, not knowing how to sign his name, because he could not read or write
I, said Notary, signed his name for him, and he made his mark in the presence of the undersig-
competent witnesses.
Recorded from the original on file this the 12th day of January, 1937.

James Pfister
Clerk and Recorder.

JUDGMENT- IN THE MATTER OF THE SUCCESSION OF FELIX BLUNT, DECEASED
No. 1647 Probate- 23rd. Judicial District Court, Parish of Ascension, State of Louisiana.
JUDGMENT

The foregoing petition and the answer of the Sheriff and Ex-officio Tax Collector being
considered, together with the affidavits of death and the depositions herein filed, the law
and the evidence being in favor thereof;

It is Ordered, Adjudged and decreed that Mrs. Stella Blunt Oubr, born Blunt, and George
W. Blunt be recognized as the sole heirs at law of Felix Blunt, deceased, and, as such, that
they be sent into possession of all property of whatever nature whatsoever of which the said
decendent, Felix Blunt, may have died possessed, and more particularly into possession of all
that property described in the inventory made by Henry A. Dugas, Clerk and Recorder on April
16, 1936, and of record in this matter, in the following proportions, to-wit:

Original signed: Elvira Burns; Mack Stafford, his x mark.
 Witnesses: C. Kingsbury; Inez O. Pfister.
 Sgd. C.V. St. Amant, Notary Public (L.S.)
 I.R. stamps in the amount of 50¢ affixed to original and cancelled.
 Recorded from the original on file this the 11th day of January, 1937.

2190

James S. St. Amant
 Clerk and Recorder.

ASSUALE PALERMO TO
 State of Louisiana,
 Parish of Ascension.
 This contra
 married man, married
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 said Valen
 said Notary, signed his name f
 pendent witnesses.
 rded from the original on file

No. _____ DUE \$150.00
 _____ Donaldsonville, LA, January 11, 1937
 One year AFTER DATE I PROMISE TO PAY
 TO THE ORDER OF -----Myself----- THE SUM OF
 One Hundred Fifty and NO/100----- DOLLARS
 PAYABLE AT First National Bank in Donaldsonville, Louisiana
 FOR VALUE RECEIVED, WITH INTEREST AT THE RATE OF eight PER CENT PER ANNUM
 FROM maturity UNTIL PAID.
 WITNESSES:
Sardo Palermo
Rosalie

No. _____ DUE \$150.00
 _____ Donaldsonville, LA, January 11, 1937
 Two years AFTER DATE I PROMISE TO
 TO THE ORDER OF -----Myself-----
 One Hundred Fifty and NO/100-----
 PAYABLE AT First National Bank in Donaldsonville, LA, January
 FOR VALUE RECEIVED, WITH INTEREST AT THE RATE OF...
 FROM maturity UNTIL PAID.
 WITNESSES:
Sardo Palermo
Rosalie

No. _____ DUE \$150.00
 _____ Donaldsonville, LA, January
 Three years AFTER DATE I PROMISE TO
 TO THE ORDER OF -----Myself-----
 One Hundred and Fifty and NO/100-----
 PAYABLE AT First National Bank in Donaldsonville, LA, January
 FOR VALUE RECEIVED, WITH INTEREST AT THE RATE OF...
 FROM maturity UNTIL PAID.
 WITNESSES:
Sardo Palermo
Rosalie

OPINION- IN THE MATTER OF THE SUCCESSION OF FELIX BLUNT.
 1647 Probate- 23rd. Judicial District Court, Ascension Parish, Louisiana.

The foregoing petition and the answer of the defendant are considered, together with the affidavits of death and the evidence being in favor thereof;

It is Ordered, Adjudged and decreed that Mrs. Stella Blunt be recognized as the sole heirs at law of Felix Blunt, deceased, and, as such, that she be sent into possession of all property of whatever nature and kind, in and to which she may be entitled, in and to which she may have died possessed, and more particularly, that she be sent into possession of all property described in the inventory made by Henry A. Dugas, Clerk and Recorder on April 19, 1936, and of record in this matter, in the following proportions, to-wit:

Collector being filed, the law

consideration of One Dollar (\$1.00) cash, receipt of which is acknowledged, and the benefits which
to the property by the availability of electric service, I (we) hereby grant unto Louisiana
Company, its successors and assigns, the right to construct, operate and maintain electric
lines, including poles, wires and other appurtenances, and to attach the wires of any other
company to such poles, and to trim and cut trees and other growth so as to keep the wires
and to cut any trees that in falling would reach the wires, upon, over and across the property
own, or in which I (we) have an interest in the Parish of Attension
Louisiana.

6.18 ACS. RBMR. AB. BY LITTLETON, BEL. BY LEMANN. 4 WARD.
CENSION PARISH LOUISIANA.

7244

Witness whereof, I (we) hereto set my (our) hand, at Donaldsonville
this 10 day of March, 1939, in presence of two competent witnesses,
with me.

[Signature]
[Signature]

[Signature]
LOUISIANA POWER & LIGHT COMPANY

By _____

Rev. 5M Sets 7-37

consideration of One Dollar (\$1.00) cash, receipt of which is acknowledged, and the benefits which
to the property by the availability of electric service, I (we) hereby grant unto Louisiana
Light Company, its successors and assigns, the right to construct, operate and maintain electric
lines, including poles, wires and other appurtenances, and to attach the wires of any other
company to such poles, and to trim and cut trees and other growth so as to keep the wires
and to cut any trees that in falling would reach the wires, upon, over and across the property
(we) own, or in which I (we) have an interest in the Parish of Attension
Louisiana.

6.18 ACS. RBMR. AB. BY MANNINGS, BEL. BY LAUDERDALE. 4 WARD
CENSION PARISH LOUISIANA

7245

Witness whereof, I (we) hereto set my (our) hand, at Donaldsonville
this 10 day of March, 1939, in presence of two competent witnesses,
with me.

[Signature]
[Signature]

[Signature]
LOUISIANA POWER & LIGHT COMPANY

By _____

Rev. 5M Sets 7-37

77-50

3-15-39

State of Louisiana—Parish of Ascension

I do hereby certify that the above and foregoing was received, filed and recorded in Book

of Convey No. 77 Folio 50

this 15 day of March, 1939

Sam P. P. P.

J. N. Vainip
Clerk and Recorder

Before me, the undersigned authority, personally came and appeared J. N. Vainip
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 others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this 14 day of March
A. D. 1939

Asla Roby Curdell
Notary Public

State of Louisiana—Parish of Ascension

I do hereby certify that the above and foregoing was received, filed and recorded in Book

of Convey No. 77 Folio 50

this 15 day of March, 1939

Sam P. P. P.

J. N. Vainip
Clerk and Recorder

Before me, the undersigned authority, personally came and appeared J. N. Vainip
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 others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this 14 day of March
A. D. 1939

Asla Roby Curdell
Notary Public

FROM 77/530
PASQUALE PALEOMO 10093
3-21-40

TO
VALANTIN LEWIS

STATE OF LOUISIANA

PARISH OF Ascension,

This Indenture, made this 4th

day March A. D. 1940,

between Pasquale Palermo

of

of Ascension, State of Louisiana, lessor, and

of the first part; and Valentin Lewis

Parish of Ascension,

of Louisiana, and party of the second part.

Witnesseth: That Pasquale Palermo party of the first

has hereby leased, let and rented to Valentin Lewis party

of the second part; and said party of the second part has hereby hired and taken from the party

of the first part the following described property, to-wit:

A certain piece or parcel of real estate situated in the parish of Ascension, State of Louisiana, about five miles below the city of Bogalusa, on the right bank of the Mississippi river having a frontage on said Mississippi river of one acre, more or less, with a depth of 29 acres, more or less, bounded above by Corfield plantation (also known as St. Marks), and below by Mrs. J. M. Lowery, being the same property occupied at this time by Valentin Lewis, and containing about 29 acres of land, more or less, with all the buildings and improvements thereon and thereunto belonging.

It is understood and agreed that the lessee will have the right and privilege of renewing this act of lease for a further period of two years from the expiration thereof on the conditions and covenants, on giving lessor at least 60 days advance notice of his intention to renew this act of lease.

with all the appurtenances thereunto belonging for the term of

two years

to commence on the 1st

day of January 1940, at the annual rent of

One Hundred Fifty & No/100 DOLLARS,

payable January 1, 1941 and January 1, 1942, represented by two certain promissory notes each for \$150.00, payable at the epochs aforesaid, and perfected by the undersigned notary public and sufficient witnesses.

And it is agreed, that, if any shall be due and unpaid, or if default shall be made in any of the covenants herein contained, said default or failure is hereby agreed to be taken as a waiver of the notice to vacate the premises as required by Article 2656 of the Civil Code; and the said party of the first part is authorized, without any further formality, to proceed immediately to eject the party of the second part according to law, as though said notice had been given as prescribed by the said Code. And said party of the second part hereby obligates himself to take usual good care of said property, and

deliver up and return to said party of the first part, the said farm and appurtenances, with all things thereto belonging, in equal good order as received, less usual wear and tear expected. The lessee declared that he could not write or sign his name, whereupon, I, notary, at his request signed as witness whereof we have signed this Indenture in the presence of two competent witnesses, whose names, as such, are hereunto subscribed.

WITNESSES:

Luigi Palumbo
Edith S. Landry

Valentin Lewis
P. Palumbo

STATE OF LOUISIANA, Parish of Orleans

Before me, Sidney A. Marchand, Notary Public, duly

commissioned and qualified in and for said Parish and State, on this day personally appeared Luigi Palumbo and Valentin Lewis, known to me

to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same on the day of the date thereof and for the uses, purposes, and considerations therein expressed.

Witness my official signature and seal, at New Orleans, Louisiana on this 4th day of July A. D., 1924

Sidney A. Marchand
Notary Public.

STATE OF LOUISIANA, Parish of _____

I hereby certify that the within Act of Lease was this day duly recorded in my Current Notarial Record, " _____ " on page _____

Witness my official signature and seal at _____ Louisiana, on this _____ day of _____ A. D. 192 _____

Notary Public.

93-112

STATE OF LOUISIANA

PARISH OF ASCENSION

LEASE

This agreement made between

PASQUALE PALERMO, of legal age, married but once and then to Angelina Montellie, domiciled in and a resident of the Parish of Ascension, Louisiana, LESSOR, and

DUBOURG THIBAUT, of legal age, married, husband of Vivian Kleinpeter, domiciled in and a resident of the Parish of Ascension, Louisiana, LESSEE, WITNESSETH:

That lessor, party of the first part, has hereby leased, let and rented to lessee, party of the second part, and said party of the second part has hereby hired and taken from the party of the first part, the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension on the right bank of the Mississippi River, at about six (6) miles below the City of Donaldsonville, measuring one (1) arpent front on said river with all the depth thereto belonging; bounded above by lands formerly of John L. Manning, and below by the locality known as Lemannville; together with all the buildings and improvements thereon, containing twenty-six and 18/100 (26.18) acres, more or less; being the same property acquired by Pasquale Palermo from Mrs. Elinæ C. Bertaut, by act recirded in COB 71, folio 156, Ascension Parish, Louisiana.

The period and term of this lease is to be for five (5) years beginning on the 15th day of February, 1951, and ending on the 14th day of February, 1956, for a yearly rental of One Hundred and No/100 (\$100.00) Dollars, said rent being payable in advance on or before February 15th of each and every year during the term of this lease.

It is further understood and agreed between the parties to this lease that the lessor, party of the first part, does hereby give and grant unto the lessee, party of the second part, at the expiration of the term of this lease, the right and option to lease for another term of five (5) years at the same terms and conditions as set out herein, the said lessee, party of the second part to give the lessor, party of the first part, advance written notice of his intention to exercise this option at least thirty (30) days before the expiration of the primary term of this lease.

It is understood that this lease is made for the purpose of cultivating the lands herein leased and/or the raising of cattle or other stock on the leased lands.

The lessor, Pasquale Palermo, reserves unto himself 1/2 of the annual pecan crop yielded by all pecan trees located on the premises leased herein.

It is further agreed that if any rent be due and unpaid, or if default shall be made in any of the covenants herein contained, said default or failure is hereby agreed to be taken as a waiver of the notice to vacate the premises, as required by Article 2656 of the Civil Code; and the said party of the first part is authorized, without any further formality, to proceed immediately to eject the party of the second part according to law, as though said notice had been given as prescribed by the said Code. And said party of the second part hereby obligates himself to deliver up and return to said party of the first part the said premises and appurtenances, in equal good order as received, the usual wear and tear excepted.

The parties to this act hereby dispense with the production of the mortgage certificate and exonerate me, Notary, from all responsibility on account of the non-production of the same.

All taxes on said property have been paid, as evidenced by the Tax receipts of the tax collector.

THUS DONE AND PASSED in the Parish of Ascension, State of Louisiana, on the 10th day of February, 1951, in the presence of G. J. Mistretta and Ruth Simoneaux, good and competent witnesses, who, together with appearers and me, Notary, have signed these presents after due reading of the whole.

WITNESSES:

G. J. Mistretta

Joseph J. Lerner

Ruth Simoneaux

L. P. ...

Henry A. ...
Notary Public

RIGHT OF WAY GRANT

95-467 000 111

37500

7-28-52

STATE OF LOUISIANA

PARISH OF Ascension

NOW ALL MEN BY THESE PRESENTS:

That Est. Angelina Mondello Palermo does by these presents grant unto the

Parish of Ascension

through its Police Jury, the necessary right-of-way for the construction, maintenance and improvement of drainage facilities through and across my property in:

A certain tract of land known as the Estate of Angelina Mondello Palermo, located at A-land, on the west side of the Miss. River, about 3 miles below the town of Donaldsonville,

According to Parish Wide Drainage Program Map File No. 2620-1050-99

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 4th day of April, 1952.

WITNESSES:

Alon Zungue

Est. Angelina Mondello Palermo

By: Sando Palermo
Grantor

An undivided one-half interest in a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

with a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

with a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

with a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

with a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and

price of **one hundred and no/100 (100.00)** DOLLARS

lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor, and other valuable considerations.

with a certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River at about six miles below the town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging bounded above by lands of Duboung Thibaut and below by lands of Estate of Emma Lewis, containing 26.18 acres, more or less; being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut her husband by dation en paiement recorded in C.O.B. 65 Folio 345 of Ascension Parish and acquired by vendor herein by cash sale from Mrs. Elina C. Bertaut dated January 8th, 1931 and recorded in C.O.B. 71, Folio 156 of the Ascension Parish Records.

The United States Internal Revenue Stamps required by law, amounting to NONE have been affixed and duly canceled.

Whenever the word "vendor" is used in this act, it shall be construed to include, "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

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

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

Thus done, read and passed at my office in the City of DONALDSONVILLE Parish and

State aforesaid, in the presence of Albert Falcon, Mary Millien Palermo, Johnny Caruso

competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

<i>Albert Falcon</i> Albert Falcon	<i>Pasquale Palermo, Sr.</i> Pasquale Palermo, Sr.
<i>Mary Millien Palermo</i> Mary Millien Palermo	<i>Sardo Palermo</i> Sardo Palermo
<i>Johnny Caruso</i> Johnny Caruso	<i>Andrew J. Falcon</i> Andrew J. Falcon, Notary Public

State of Louisiana—Parish of Ascension
I do hereby certify that the above and foregoing

was received, filed and recorded in Book

of *Comeyances* No. *96* Folio *338*

this *29th* day of *Oct.*, 19*52*

Elic Schepard
Clerk and Registrar

10000

AVIA... ROAD... ROAD

A certain dwelling house situated in A Bend, parish of Ascension, state of Louisiana, measuring 30 feet wide by 40 feet deep, said house being presently situated between Point Houmas and Mont Desire (Pedesclaux); said house containing six rooms, and situated on land owned by Pasquale Palermo. Said house to be torn down and removed to A Bend. Galvanized iron roof; front porch, and brick pillars.

...

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...

...

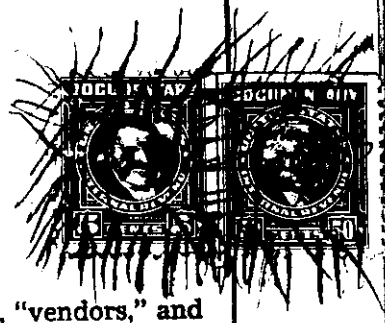
...

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of ONE HUNDRED & No/100 \$100.00 DOLLARS,

lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

...



The United States Internal Revenue Stamps required by law, amounting to have been affixed and duly canceled.

Whenever the word "vendor" is used in this act, it shall be construed to include, "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

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

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

Thus done, read and passed at my office in the City of Donaldsonville, Parish and State aforesaid, in the presence of *Mary Palermo & Barbara Rome*

competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

Mary Palermo
Barbara Rome

PAZ V. AL PALERMO
Pasquale Palermo
Louise Falkins

Louise Falkins

[Signature]
NOTARY PUBLIC

State of Louisiana—Parish of Ascension
I, do hereby certify that the above and foregoing
was received, filed and recorded in Book
of *Convey.* No. *97* Folio *94*
this *26th* day of *Jan.* 19*53*

[Signature]
Clerk and Recorder

SUCCESSION OF
PASQUALE PALERMO AND
ANGELINE MONDELLO (MONTELLI)
PALERMO

30180

23RD JUDICIAL DISTRICT COURT
PARISH OF ASCENSION
STATE OF LOUISIANA

97-347
39483
3-31-53

Filed Feb. 27, 1953

Robert H. [Signature]
Clerk of Court

J_U_D_G_M_E_N_T

On the petition of Louis S. Palermo, Joseph J. Palermo, Anthony Palermo, Pasquale Palermo, Jr., Mary Palermo Guidry, Concetta Palermo Guidry, Luke L. Palermo, Rosalie Palermo Milazzo, and Sardo Palermo, children and sole heirs of Pasquale Palermo and Angeline Mondello Palermo, deceased, to be recognized and to be put into possession, the law and the evidence being in their favor;

IT IS ORDERED, ADJUDGED AND DECREED that petitioners, Louis S. Palermo, Joseph J. Palermo, Anthony Palermo, Pasquale Palermo, Jr., Mary Palermo Guidry, Concetta Palermo Guidry, Luke L. Palermo, Rosalie Palermo Milazzo and Sardo Palermo, be recognized as the surviving children and sole heirs of their said deceased parents Pasquale Palermo and Angeline Mondello Palermo, entitled, as such, to the ownership of all the property left by the said deceased, in the proportions of an undivided one-ninth (1/9) to each, the property left by the deceased being described as follows:

REAL ESTATE:

A certain tract of land situated in the Parish of Ascension, on the right bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemannville, together with all the buildings and improvements thereon, containing 26.18 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River, and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the Mississippi River, and being designated as a certain piece or portion of land bounded above by Murray and below by Jones, containing 8.38 acres, more or less. Being the same property acquired by Angeline Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court for the parish of Ascension, judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella

M

Montelli by deed duly recorded in C.Φ.B. 70, folio 145 of Ascension Parish.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the petitioners, in their capacities above mentioned, and in the proportions above recited, be sent and put into possession of all the property left by the deceased, of whatsoever kind and nature.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these estates be decreed to be free from the payment of any Louisiana State Inheritance Tax.

JUDGMENT READ, RENDEREED AND SIGNED in Donaldsonville, Parish of Ascension, Louisiana, on this 27th day of February 1953.

Clyde V. St. Amant
Clyde V. St. Amant-Judge

State of Louisiana—Parish of Ascension

I, do hereby certify that the above and foregoing was received, filed and recorded in Book _____

of Convey No. 97 Folio 347
this 31st day of March 1953

Elise Schneider
Clerk and Recorder

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, appeared Messrs. Louis Denino and

Anthony Forcetta, who deposed that they were well acquainted with the late Pasquale Palermo and his late wife Angeline Mondello Palermo, and with their children Louis S. Palermo, Joseph J. Palermo, Anthony Palermo, Pasquale Palermo, Jr., Mary Palermo Guidry, Concetta Palermo Guidry, Luke L. Palermo, Rosalie Palermo Milazzo and Sardo Palermo; that the deceased never adopted any children; that the above mentioned children are the only issue of decedents marriage and are their sole and only heirs at law; that the decedents were domiciled in Ascension Parish immediately prior to death; that decedent Pasquale Palermo died intestate on January 23, 1953; that decedent Angeline Mondello Palermo died intestate on March 16, 1944.

Louis Denino
Louis Denino

Anthony Forcetta

Sworn to and subscribed before me this 10th day of February, 1953.

Blanche Ruff
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ASCENSION

97-191

BE IT KNOWN AND REMEMBERED that personally came and appeared:

LOUIS PALERMO' of legal age, married, husband of Francis Gagliano, with whom he lives and resides,

JOSEPH PALERMO, of legal age, married, husband of Mary Bonadonna, with whom he lives and resides,

ANTHONY PALERMO', of legal age, married, husband of Marie Himel, with whom he lives and resides,

PASQUALE J. PALERMO, of legal age, married, husband of Corrine Mondello, with whom he lives and resides,

all domiciled in and residents of the Parish of Orleans, Louisiana,

MRS. MARIE PALERMO GUIDRY', of legal age, married, wife of Leonard Guidry, with whom she lives and resides,

MRS. CONCETTA PALERMO GUIDRY, of legal age, married, wife of R. J. Guidry, with whom she lives and resides,

both domiciled in and residents of the Parish of Assumption,

MRS. ROSELIE PALERMO MILAZZO' of legal age, married, wife of Joseph Milazzo, with whom she lives and resides, domiciled in and residents of Caddo Parish,

LUKE PALERMO, of legal age, married, husband of Katharine Gagliano, with whom he lives and resides, domiciled in and residents of St. Bernard Parish,

SARDO PALERMO, of legal age, married, husband of Mary Millien, with whom he lives and resides, domiciled in and residents of the Parish of Ascension ,

all of the foregoing being herinafter referred to as LESSORS, and

DUBOURG THIBAUT, of legal age, married, husband of Vivian Kleinpeter, domiciled in and a resident of the Parish of Ascension, Louisiana, hereinafter referred to as LESSEE,

WITNESSETH:

That lessors, parties of the first part have hereby leased, let and rented to lessee, party of the second part, and said party of the second part has hereby hired and taken from the parties of the first part, the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension on the right bank of the Mississippi River, at about six (6) miles below the City of Donaldsonville, measuring one (1) arpent front on said river with all the depth thereto belonging; bounded above by lands formerly of John L. Manning, and below by the locality known as

Lemannville; together with all the buildings and im-
provements thereon, containing twenty-six and 18/100
(26.18) acres, more or less; being the same property
acquired by Pasquale Palermo from Mrs. Elina C. Bertaut,
by act recorded in COB 71, folio 156, Ascension Parish,
Louisiana.

The period and term of this lease is to be for five (5) years
beginning on the 1st. day of February, 1953, and ending on the 31st. day
of January, 1958, for a yearly rental of Two Hundred and No/100 (\$200.00)
Dollars, said rent being payable in advance on or before February 1st.
of each and every year during the term of this lease.

It is understood that this lease is made for the purpose of
cultivating the lands herein leased and for the raising of cattle or other
stock on the leased lands.

The lessors, reserve unto themselves 1/2 of the annual pecan crop
yielded by all pecan trees located on the premises leased herein.

It is further agreed that if any rent be due and unpaid, or if
default shall be made in any of the covenants herein contained, said de-
fault or failure is hereby agreed to be taken as a waiver of the notice to
vacate the premises, as required by Article 2656 of the Civil Code; and the
said parties or the first part are authorized, without any further formality,
to proceed immediately to eject the party of the second part according to law,
as though said notice had been given as prescribed by the said Code. And
said party of the second part hereby obligates himself to deliver up and
return to said parties of the first part the said premises and appurtenances,
in equal good order as received, the usual wear and tear excepted.

The parties to this act hereby dispense with the production of the
mortgage certificate and exonerate me, Notary, from all responsibility on
account of the non-production of the same.

All taxes on said property have been paid, as evidenced by the
Tax receipts of the tax collector.

IN EVIDENCE WHEREOF, witness the signature of Louis Palermo, Joseph Palermo, Anthony Palermo and Pasquale J. Palermo on the 11 day of Feb. 1953, in the Parish of Orleans, State of Louisiana; of Mrs. Marie Palermo Guidry and Mrs. Concetta Palermo Guidry on the 13 day of Feb. 1953, in the Parish of Assumption, State of Louisiana, of Mrs. Rosalie Palermo Milazzo on the 17th day of February 1953, in the Parish of Caddo, State of Louisiana, of Luke Palermo on the 5th day of February 1953, in the Parish of St. Bernard, State of Louisiana, of Sardo Palermo on the 24th day of February 1953, in the Parish of Ascension, State of Louisiana, and of Dubourg Thibaut on the 24th day of February 1953, in the Parish of Ascension, State of Louisiana, each in the presence of the undersigned, competent witnesses.

Witnesses to signature of
Louis Palermo, Joseph Palermo,
Anthony Palermo and Pasquale J.
Palermo

Winnie Broussard

Philip M. Lind

Louis Palermo
Louis Palermo

Joseph Palermo
Joseph Palermo

Anthony Palermo
Anthony Palermo

Pasquale J. Palermo
Pasquale J. Palermo

Witnesses to signature of
Mrs. Marie Palermo Guidry and
Mrs. Concetta Palermo Guidry

Genet F. Guidry

Lucas B. Blane

Mrs. Marie Palermo Guidry
Mrs. Marie Palermo Guidry

Concetta Palermo Guidry
Mrs. Concetta Palermo Guidry

Witnesses to signature of Mrs.
Rosalie Palermo Milazzo

Mike Milazzo

Mrs. Mike Milazzo

Mrs. Rosalie Palermo Milazzo
Mrs. Rosalie Palermo MILAZZO

Witnesses to signature of Luke
Palermo

D. S. Harris

A. Deogracias

Luke Palermo
Luke Palermo

Witnesses to signature of Sardo Palermo
and Dubourg Thibaut

Jeannette B. Nolan
Ethel Giardina

Sardo Palermo
Sardo Palermo

Ethel Giardina

000402

Jeannette B. Nolan

Dubourg Thibault
Dubourg Thibault

STATE OF LOUISIANA,

PARISH OF ORLEANS.

Before me, the undersigned authority, personally came and appeared Louis Palermo, Joseph Palermo, Anthony Palermo and Pasquale J. Palermo, the above named, who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed as such, competent witnesses, and the said appearers thereupon declared and acknowledged unto me, in the presence of said witnesses, that they signed and executed the said document as their act and deed, for the uses and purposes therein set forth.

In witness whereof the said appearers have signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, on the 11 day of Feb, 1953.

Witnesses:

Winnie Broussard
Philip M. Fuchs

William Palermo
Joseph Palermo
Pasquale J. Palermo
Louis Palermo

Myster C. Broussard

Notary Public.

my commission is good like

STATE OF LOUISIANA,

PARISH OF ASSUMPTION.

Before me, the undersigned authority, personally came and appeared Mrs. Marie Palermo Guidry and Mrs. Concetta Palermo Guidry, the above named, who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed as such, competent witnesses, and the said appearers thereupon declared and acknowledged unto me, in the presence of said witnesses, that they signed and executed the said document as their act and deed, for the uses and purposes therein set forth.

In witness whereof the said appearers have signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, on the 13th day of Feb, 1953.

Witnesses:

Lena LeBlanc
Genet J. Guidry

Concetta Palermo Guidry
Mrs. Marie Palermo Guidry

Louis F. LeBlanc
Notary Public.

STATE OF LOUISIANA,
PARISH OF CADDO.

Before me, the undersigned authority, personally came and appeared Mrs. Rosalie Palermo Milazzo, the above named, who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed as such, competent witnesses, and the said appearer thereupon declared and acknowledged unto me, in the presence of the said witnesses, that she signed and executed the said document as her act and deed, for the uses and purposes therein set forth.

In witness whereof the said appearer has signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, on the 17th day of February, 1953.

Witnesses:

Mito Milazzo
Mrs. Mike Milazzo

Mrs. Rosalie Palermo Milazzo

Mrs. F. M. La Favor
Notary Public.

EXPIRES BY DEATH
7/26/56

STATE OF LOUISIANA,
PARISH OF ST. BERNARD.

Before me, the undersigned authority, personally came and appeared Luke Palermo, the above named, who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed as such, competent witnesses, and the said appearer thereupon declared and acknowledged unto me, in the presence of said witnesses, that he signed and executed the said document as his act and deed, for the uses and purposes therein set forth.

In witness whereof the said appearer has signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, on the 5th day of February, 1953.

Witnesses:

D. B. Harris
A. Deogracias

Luke Palermo
Louis M. Vinsanau

Louis M. Vinsanau
Notary Public.
Louis M. VINSANAU

STATE OF LOUISIANA,
PARISH OF ASCENSION.

Before me, the undersigned authority, personally came and appeared Sardo

Palermo and Dubourg Thibaut , the above named, who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed as such, competent witnesses, and the said appearers thereupon declared and acknowledged unto me, in the presence of said witnesses, that they signed and executed the said document as their act and deed, for the uses and purposes therein set forth.

In witness whereof the said appearers have signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, on the 24th day of February, 1953.

Witnesses:

Jeannette B. Nolan
Ethel Hoadins

Dubourg Thibaut
Salvo Palermo

Sidney A. Marchand
Sidney A. Marchand, Notary Public.

State of Louisiana—Parish of Ascension
I do hereby certify that the above and foregoing
was received, filed and recorded in Book
of Conroy No. 97 Folio 191
this 23rd day of Feb. 1953.
André J. Adair
Clerk and Recorder

STATE OF LOUISIA

PARISH OF ASCENSION

000490

39244

97-201 2

2/25/53

BE IT KNOWN AND REMEMBERED that personally came and appeared:

SARDO PALERMO, married husband of Mary Millien, resident of the Parish of Ascension, Louisiana

and who declared as follows:

That by a purported act of sale dated October 28, 1952 passed before Andrew J. Falcon, Clerk of Court and ex officio Notary Public for the Parish of Ascension, recorded in C.O.B. 96, folio 338 of Ascension Parish, Pasquale Palermo, Sr. purportedly sold to said appearer for the price of \$100.00 and other valuable

consideration the following described property, to-wit:
AN UNDIVIDED ONE-HALF INTEREST IN AND TO:
A certain tract of land situated in the Parish of Ascension on the right bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands of Duboug Thibaut and below by lands of Estate of Emma Lewis containing 26.18 acres more or less, being the property acquired by Mrs. Elina C. Bertaut from Edgar F. Bertaut, her husband by dation en paiement recorded in C.O.B. 65, folio 345 of Ascension Parish, and acquired by Pasquale Palermo from Mrs. Elina C. Bertaut by act dated January 8, 1931 and recorded in C.O.B. 71, folio 156 of Ascension Parish.

Appearer Sardo Palermo further declared that in truth and in fact no consideration was paid and none contemplated; that the aforesaid sale was merely a simulation.

Appearer further declared that it is his desire and intention, and he does by these presents renounce and relinquish in favor of his brothers and sisters, who, together with appearer are the heirs of Pasquale Palermo and Angeline Palermo, all rights arising in his favor from the aforesaid act of sale and does hereby agree to the return of the said property to the estate of Pasquale Palermo in order that the same might be inventoried with the other effects and property of the Succession of Pasquale Palermo, and that the other heirs of the said Pasquale Palermo may be put into possession of the said property together with appearer in their respective proportions of an undivided one-ninth to each of said heirs as follows:

1. Louis S. Palermo, husband of Frances Gagliano;
2. Joseph J. Palermo, husband of Mary Bonadona;
3. Anthony Palermo, husband of Marie Hymel;
4. Pasquale Palermo, Jr., husband of Corine Mondello
5. Mary Palermo, wife of Lenet Guidry;
6. Concetta Palermo, wife of Rodney J. Guidry;
7. Luke L. Palermo, husband of Catherine Gagliano;
8. Rosalie Palermo, wife of Joseph Milazzo;
9. Sardo Palermo, husband of Mary Millien.

herefore, the said Sardo Palermo, does by these present grant, assign, transfer, deliver, abandon, set over and quitclaim unto the aforementioned heirs of Pasquale Palermo, herein represented by Mary Palermo Guidry, all the rights, titles and interests acquired by the said Sardo Palermo by virtue of the aforementioned purported act of sale, other than his rights and interest of inheritance as an heir of Pasquale Palermo and Angeline Mondello Palermo

The said Sardo Palermo hereby expressly reserves his right and interest of inheritance from the said Pasquale Palermo and Angeline Mandello Palermo in and to the aforescribed property

THUS DONE READ AND SIGNED IN the Parish of Ascension, State of Louisiana, on this the 24th day of February, 1953, in the presence of the undersigned competent witnesses and me, Notary

WITNESSES:

Eulah Mae Crochet

Uta B. Merges

Sardo Palermo
SARDO PALERMO

Accepted on behalf of the heirs of Pasquale Palermo and Angeline Mondello Palermo
by:

Mary Palermo Guidry
MARY PALERMO GUIDRY

Edwin A. Long
NOTARY PUBLIC

State of Louisiana—Parish of Ascension
I do hereby certify that the above and foregoing was received, filed and recorded in Book _____ by Cowley No. 97 Folio 201 this 25th day of Feb. 1953
Andrew Talon
Clerk and Recorder

187-759

OCT 1 - 1965

**CANCELLED
IN
FULL**

80704

Mr. Charles Kenneth Murphy
Baton Rouge, Louisiana

Subject: Mississippi River frontage

Dear Sir:

This will serve to acknowledge the agreement entered into between us with respect to the lands fronting upon the Mississippi River situated in Ascension Parish owned by me or upon which I have the right and privilege to grant possession under lease. In consideration of the payment of \$1.00 per barge per day I herewith grant to you, your heirs and assigns a lease upon all such river frontage to be used as a fleeting area for barges and other vessels exclusive of all other persons including myself. In connection with the use of said lands for said purposes, you, your heirs and assigns agree to pay me the sum of \$1.00 per day per barge or other vessel operated in connection with the fleeting rights granted hereupon, payable each month within ten (10) days after the close of the calendar month. You, your heirs and assigns are also granted access to said river frontage upon and across lands owned by me or under my control and management as reasonably needed in the use of the land and rights and barges herewith leased.

The period of the lease and grants hereon shall be for a period of five (5) years beginning April 22, 1965, and ending at 12:01 a.m. on April 22, 1970. You are further granted the right to renew this lease an additional five (5) years following the end of the primary period, under the same terms and conditions. Your approval indicated below constitutes your agreement to the above and shall be binding upon each of us, our heirs and assigns.

Please send my checks and other correspondence to the following address:
Sardo Palermo,

Rt 2 Donaldsonville

Very truly yours,

Sardo Palermo
Sardo Palermo

APPROVED this 22 day of April, 1965, at Donaldsonville, Louisiana.

Charles Kenneth Murphy
Charles Kenneth Murphy

State of Louisiana, Levee
Parish of Ascension, Levee
This sale cancelled in full by authority
recorded in C.B. 219 FILE # 102-094
18th day of Sept 1969.
Sardo Palermo
Dy. Clerk of Court

Recorded from the original on file this the 1st day of October, 1965.

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

JOHN PREWITT NELSON, JR.
810 FIDELITY NATIONAL BANK BUILDING
BATON ROUGE, LOUISIANA 70801

21A/880

102094

September 17, 1969

9/18/69

Hon. Kermit A. Bourque
Clerk of Court
Ascension Parish
Donaldsonville, Louisiana

Re: Lease Agreement between Sardo Palermo, lessor,
and Charles Kenneth Murphy, lessee, dated
April 22, 1965, and assignment thereof by
Charles Kenneth Murphy to Burnside Boat
Service, Inc. approved by Sardo Palermo on
September 22, 1965 - Sections 9 and 12,
Township 11 South, Range 15 East Southeastern
District of Louisiana, Parish of Ascension

Dear Sir:

This will be your authority to cancel and erase
from the public records of your office the lease and
assignment referred to hereinabove.

Yours very truly,

BURNSIDE BOAT SERVICE, INC.

by: John Prewitt Nelson, Jr.
John Prewitt Nelson, Jr.

Sardo Palermo
Sardo Palermo

Recorded from the original on file. this the 18th day of September, 1969.

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

22 47 103004
12/21/69

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT, as of October 22, 1969, between LOUIS S. PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; JOSEPH J. PALERMO, a resident of legal age of the Parish of Orleans, Louisiana; ANTHONY PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; PASQUALE PALERMO, JR., a resident of legal age of the Parish of Orleans, Louisiana; MARY PALERMO GUIDRY, a resident of legal age of the Parish of Assumption, Louisiana; CONCETTA PALERMO GUIDRY, a resident of legal age of the Parish of Jefferson, Louisiana; LUKE L. PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; ROSALIE PALERMO MILAZZO, a resident of legal age of the Parish of Caddo, Louisiana, and SARDO PALERMO, a resident of legal age of the Parish of Ascension, Louisiana, hereinafter sometimes referred to as "OWNERS", and LeBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, Louisiana, composed of Jesse E. LeBlanc, W. Hardee LeBlanc, Gordon S. LeBlanc, and William H. LeBlanc, Jr. (the last named being a partner in commendam), represented herein by Gordon S. LeBlanc, duly authorized, hereinafter sometimes referred to as "BUYER", WITNESSETH:

That for and in consideration of the sum of Nine Hundred and No/100 (\$900.00) Dollars, receipt of which is hereby acknowledged and for other good and valuable consideration, Owners agree to sell and Buyer to buy for the price and sum of Eight Hundred and No/100 (\$800.00) Dollars per acre, payable in cash at the time of the passage of the sale, the following described property, to-wit:

Tract One (1):

A certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descending bank of the Mississippi River, and being designated as a certain piece or portion of land bounded above by Murray and below by Jones; containing 14.48 acres, more or less.

Being the same property acquired by Angelina Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension, judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Vendors from their parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello (Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River, and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

The act of sale is to be passed before Buyer's Notary within sixty (60) days from the date hereof at Buyer's cost.

Buyer, at its sole expense, shall, as soon as practicable have a survey made of said property by a registered civil engineer and surveyor of its choice. The purpose of said survey will be to determine the exact location, description, and number of gross acres to be sold to Buyer; and this survey description, if not questioned by Owners as herein below provided for, shall control over the description hereinabove. A plat of such survey shall, as soon as practicable after same has been received by the Buyer, be furnished to Owners who shall proceed to check the accuracy of same; and Owners, within ten (10) days after receipt of said plat, shall notify Buyer in writing whether Owners approve or disapprove of the same. If the Owners approve such survey, a copy of same shall be attached to and made part of the act of conveyance of the property by Owners to Buyer. In the event Owners refuse to approve said plat, Owners and Buyer will attempt to compromise their differences. Should Owners and Buyer be unable to compromise their differences, however, Owners' surveyor and Buyer's surveyor shall select a third registered civil engineer and surveyor, whose decision shall be final as to any variations between Owners' surveyor and Buyer's surveyor. The expense of the third civil engineer and surveyor thus selected will be divided equally between the Owners and Buyer.

The obligation of the Buyer to purchase, as hereinabove recited, is, however, contingent upon Owners doing and performing the following things, to-wit:

(a) Tendering a legal, valid and merchantable title to the hereinabove described property, in default of which this contract shall terminate and both parties shall be relieved of all obligations hereunder without liability or responsibility of any kind or character.

(b) Designating the boundary lines of said property and delivering possession of the property, at the time of the act, according to said boundary lines, which shall conform to the title to the said property as acquired by Owners.

(c) Paying taxes for all prior years and having erased and cancelled, all liens and encumbrances on the property hereinabove described, taxes for the year 1969 to be prorated as of the date of the execution of the act of sale.

If Buyer's attorneys find a substantial objection to the title of Owners to the property, which Owners cannot make good within a reasonable time at their expense, upon demand of Buyer, Owners will refund to Buyer sums previously paid.

Upon the passage of sale the sum of Nine Hundred and No/100 (\$900.00) Dollars paid herein shall apply against the purchase price.

Either party to this agreement shall have the right to specific performance in the event of failure by the other to perform, the sum paid herein not being construed as earnest money.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This agreement may be executed in counterparts and shall be binding upon the signatories thereto when executed by them.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES TO SIGNATURE
OF LOUIS S. PALERMO:

[Signature]

OWNERS:

[Signature]
_____ Louis S. Palermo

[Signature]
[Signature]
[Signature]

WITNESSES TO SIGNATURE
OF JOSEPH J. PALERMO:

Louise B. Barbay

J. Palermo Jr.

Joseph J. Palermo
Joseph J. Palermo

WITNESSES TO SIGNATURE
OF ANTHONY PALERMO:

Ray Lasswell

J. Palermo Jr.

Anthony Palermo
Anthony Palermo

WITNESSES TO SIGNATURE
OF PASQUALE PALERMO, JR.:

Louise B. Palermo

Catherine Palermo

Pasquale Palermo Jr.
Pasquale Palermo, Jr.

WITNESSES TO SIGNATURE
OF MARY PALERMO GUIDRY:

Thomas Nugent

Joseph A. Nugent

Mary Palermo Guidry
Mary Palermo Guidry

WITNESSES TO SIGNATURE
OF CONCETTA PALERMO GUIDRY:

Ray A. Guidry

Caroline P. Guidry

Concetta Palermo Guidry
Concetta Palermo Guidry

WITNESSES TO SIGNATURE
OF LUKE L. PALERMO:

Ray Lasswell

J. Palermo Jr.

Luke L. Palermo
Luke L. Palermo

WITNESSES TO SIGNATURE
OF ROSALIE PALERMO MILAZZO:

Rosalie Palermo Milazzo

WITNESSES TO SIGNATURE
OF SARDO PALERMO:

W. D. Bloudek

Richard S. Blane

Sardo Palermo
Sardo Palermo

WITNESSES TO SIGNATURE
OF GORDON S. LeBLANC:

Ray Lasswell

Louis L. Morgan

BUYER:

LeBLANC BROTHERS & COMPANY

By Gordon S. LeBlanc
Gordon S. LeBlanc

Recorded from the original on file this the 2nd day of December, 1969.

V. J. Bourque

KERMIT HART BOURQUE
CLERK AND RECORDER

WITNESSES TO SIGNATURE
OF JOSEPH J. PALERMO:

Joseph J. Palermo

WITNESSES TO SIGNATURE
OF ANTHONY PALERMO:

Anthony Palermo

WITNESSES TO SIGNATURE
OF PASQUALE PALERMO, JR.:

Pasquale Palermo, Jr.

WITNESSES TO SIGNATURE
OF MARY PALERMO GUIDRY:

Mary Palermo Guidry

WITNESSES TO SIGNATURE
OF CONCETTA PALERMO GUIDRY:

Concetta Palermo Guidry

WITNESSES TO SIGNATURE
OF LUKE L. PALERMO:

Luke L. Palermo

WITNESSES TO SIGNATURE
OF ROSALIE PALERMO MILAZZO:

Joe Milazzo

Rosalie Palermo Milazzo
Rosalie Palermo Milazzo

Joe Lynn House

WITNESSES TO SIGNATURE
OF SARDO PALERMO:

Sardo Palermo

WITNESSES TO SIGNATURE
OF GORDON S. LeBLANC:

Ray Harriot

BUYER;

LeBLANC BROTHERS & COMPANY

By *Gordon S. LeBlanc*
Gordon S. LeBlanc

Louis Lon Morjan

221-602

12/31/69

103349

EXTENSION OF AGREEMENT TO SELL AND PURCHASE

WHEREAS, the undersigned Owners entered into an agreement to sell and purchase, under date of October 22, 1969, with LeBlanc Brothers & Company affecting the following described property:

Tract One (1):

A certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descending bank of the Mississippi River, and being designated as a certain piece or portion of land bounded above by Murray and below by Jones; containing 14.48 acres, more or less.

Being the same property acquired by Angelina Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Vendors from their parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello(Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

which said agreement to sell and purchase provided that the act of sale would be consummated sixty (60) days from October 22, 1969, or on December 22, 1969; and

WHEREAS, due to circumstances beyond the control of Buyer, namely the untimely death of Louis S. Palermo, the sale cannot be consummated

by December 22, 1969, Owners hereby grant an extension of sixty (60) days from December 22, 1969 within which to pass said sale. The sale is to be passed before Buyer's Notary at Buyer's costs. The other provisions of the agreement to sell and purchase dated October 22, 1969 shall remain the same.

This extension of the agreement to sell and purchase may be executed in counterparts.

Executed this day of December, 1969 by the undersigned Owners.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES TO SIGNATURE
OF BENNY PALERMO

Mrs. Katie LeBlanc
Mrs. Esther LeBlanc

OWNERS:

Benny Palermo
Benny Palermo

WITNESSES TO SIGNATURE
OF PASQUAL D. PALERMO

Mrs. Katie LeBlanc
Mrs. Esther LeBlanc

Pasqual D. Palermo
Pasqual D. Palermo

WITNESSES TO SIGNATURE
OF ANGELINE PALERMO CAROLLO

Mrs. Katie LeBlanc
Mrs. Esther LeBlanc

Angeline Palermo Carollo
Angeline Palermo Carollo

WITNESSES TO SIGNATURE
OF MARY PALERMO VACCARO

Mrs. Katie LeBlanc
Mrs. Esther LeBlanc

Mary Palermo Vaccaro
Mary Palermo Vaccaro
(Hiers of Louis S. Palermo)

WITNESSES TO SIGNATURE
OF JOSEPH J. PALERMO:

Joseph J. Palermo

WITNESSES TO SIGNATURE
OF ANTHONY PALERMO

Anthony Palermo

WITNESSES TO SIGNATURE
OF PASQUALE PALERMO, JR.

WITNESSES TO SIGNATURE
OF MARY PALERMO GUIDRY

WITNESSES TO SIGNATURE
OF CONCETTA PALERMO GUIDRY

X WITNESSES TO SIGNATURE
OF LUKE L. PALERMO

WITNESSES TO SIGNATURE
OF ROSALIE PALERMO MILAZZO

WITNESSES TO SIGNATURE
OF SARDO PALERMO

WITNESSES TO SIGNATURE
OF GORDON S. LEBLANC

Pasquale Palermo, Jr.

Mary Palermo Guidry

Concetta Palermo Guidry

Luke L. Palermo

Rosalie Palermo Milazzo

Sardo Palermo

BUYER:
LeBLANC BROTHERS & COMPANY

Gordon S. LeBlanc

2/11/70

103866

TWENTY-FIFTH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. BERNARD
STATE OF LOUISIANA

NO. 19-532

SECTION

SUCCESSION

OF

LOUIS STEVE PALERMO

Filed: Feb 12, 1970

Handwritten Signature By. CLK.

* * * * *

JUDGMENT OF POSSESSION

Considering the petition of Angeline Palermo Carollo, wife of Dr. Carlo Carollo, Mary Palermo Vaccaro, wife of Joseph Vaccaro, Pasqual D. Palermo and Bernard Francis Palermo, major children of decedent, that they be recognized as the sole heirs of the decedent and as does appear from the submission of the Inheritance Tax Collector for this Parish, of record herein, that there is no inheritance tax due the State of Louisiana herein, and the law and evidence being in favor of petitioners for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED, that petitioners, Angeline Palermo Carollo, wife of Dr. Carlo Carollo, Mary Palermo Vaccaro, wife of Joseph Vaccaro, Pasqual D. Palermo and Bernard Francis Palermo, be and are hereby recognized to be the sole heirs of decedent and as such entitled to the ownership and to be placed into possession of an undivided one-fourth interest each in and to decedent's property and more particularly, to the one-ninth interest decedent has in the following described property:

Tract one (1):

A certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemnville, together with all the buildings and improvements thereon, containing 26.8 acres more or less.

Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courrages by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descendeing bank of the Mississippi River, and being designated as a certain piece or portion of land bounded above by Murray and below by Jones; containing 14.48 acres, more or less.

Being the same property acquired by Angeline Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Louis Steve Palermo from his parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello (Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that there is no inheritance tax due the State of Louisiana.

JUDGMENT READ, RENDERED AND SIGNED IN Chambers

THIS 12th DAY OF FEBRUARY, 1970, CHALMETTE, LOUISIANA.

August A. Nobile Jr
J U D G E

APPROVED AND SUBMITTED

February 12, 1970 No. 1042
Elmer R. Tapper

ELMER R. TAPPER, ATTORNEY
TO ASSIST THE INHERITANCE TAX
COLLECTOR, ST. BERNARD PARISH,
LOUISIANA

A TRUE COPY
SIDNEY D. THOMAS
CLERK OF COURT
PARISH OF ST. BERNARD
STATE OF LOUISIANA

Leona Murrey
DEPUTY CLERK

Recorded from the original on file this the 12th day of February, 1970

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

221-542

103297

CASH SALE

12/24/69

KNOW ALL MEN BY THESE PRESENTS, That JOSEPH J. PALERMO, a resident of legal age of the Parish of Orleans, Louisiana; ANTHONY PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; PASQUALE PALERMO, JR., a resident of legal age of the Parish of Orleans, Louisiana; MARY PALERMO GUIDRY, a resident of legal age of the Parish of Assumption, Louisiana; CONCETTA PALERMO GUIDRY, a resident of legal age of the Parish of Jefferson, Louisiana; LUKE L. PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; ROSALIE PALERMO MILAZZO, a resident of legal age of the Parish of Caddo, Louisiana, and SARDO PALERMO, a resident of legal age of the Parish of Ascension, Louisiana; herein called "SELLERS", who declared that for the price of TWENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 88/100 (\$28,240.88) DOLLARS, cash in hand paid by BUYER to SELLERS, receipt of which is acknowledged by SELLERS, SELLERS hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLERS may have, unto:

LeBLANC BROTHES & COMPANY, a partnership domiciled in the Parish of Iberville, Louisiana, composed of Jesse E. LeBlanc, W. Hardee LeBlanc, Gordon S. LeBlanc, and William H. LeBlanc, Jr., (the last named being a partner in commendam), represented herein by Gordon S. LeBlanc, duly authorized, hereinafter referred to as "BUYER", the following described property the possession and delivery of which BUYER acknowledges:

All of Sellers' right, title and interest in and to:

Tract One (1):

a certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elna Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descending bank of the Mississippi River, and being designated as a certain piece

or portion of land bounded above by Murry and below by Jones; containing 14.48 acres, more or less.

being the same property acquired by Angelina Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension, judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Sellers from their parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello (Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River, and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

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

All of the agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, its heirs, successors, and assigns shall have and hold the above described property in full ownership forever.

Vendors reserve all minerals under said property, it being understood however, that the surface of said property may not be used by mineral lessees without the consent of buyer or their assigns.

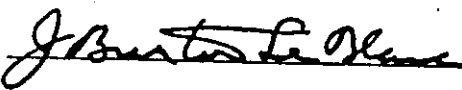
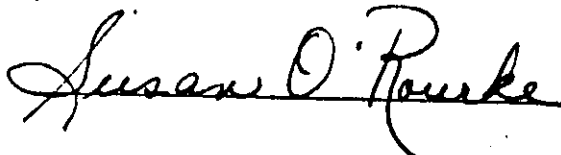
The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1969 will be paid by the SELLERS.

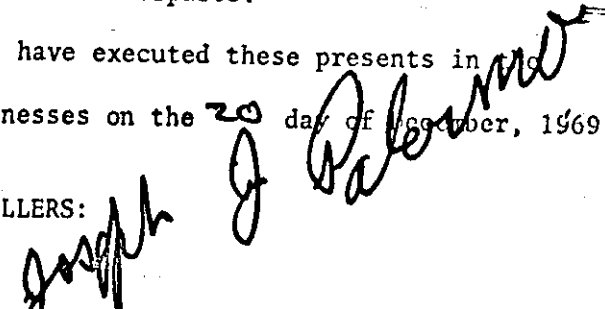
This instrument may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed these presents in the presence of the undersigned competent witnesses on the 20 day of September, 1969.

WITNESSES:

SELLERS:


Joseph J. Palermo


Anthony Palermo

Pasquale Palermo Jr.
Pasquale Palermo, Jr.

Mary Palermo Guidry
Mary Palermo Guidry

Concetta Palermo Guidry
Concetta Palermo Guidry

Luke L. Palermo
Luke L. Palermo

Rosalie Palermo Milazzo
Rosalie Palermo Milazzo

Sardo Palermo
Sardo Palermo

BUYER:

LeBLANC BROTHERS & COMPANY

By Gordon S. LeBlanc
Gordon S. LeBlanc

Jules B. LeBlanc
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, a Notary Public, duly commissioned and qualified, personally came and appeared ROSALIE PALERMO MILAZZO, who being by me first duly sworn, deposed and said that she executed the above and foregoing instrument in the presence of the foregoing witnesses as her free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

In witness whereof, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in Shreveport, Louisiana, on this day of December, 1969.

WITNESSES:

Rosalie Palermo Milazzo

NOTARY PUBLIC

Recorded from the original on file this the 23rd day of December, 1969.

Kermit Hart Bourque

KERMIT HART BOURQUE
CLERK AND RECORDER

Recorded from the original on file this the 31st day, of December, 1969.

KERMIT HART BOURQUE
CLERK AND RECORDER

12/31/69

CASH SALE

103350

201-605

KNOW ALL MEN BY THESE PRESENTS, That JOSEPH J. PALERMO, a resident of legal age of the Parish of Orleans, Louisiana; ANTHONY PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; PASQUALE PALERMO, JR., a resident of legal age of the Parish of Orleans, Louisiana; MARY PALERMO GUIDRY, a resident of legal age of the Parish of Assumption, Louisiana; CONCETTA PALERMO GUIDRY, a resident of legal age of the Parish of Jefferson, Louisiana; LUKE L. PALERMO, a resident of legal age of the Parish of St. Bernard, Louisiana; ROSALIE PALERMO MILAZZO, a resident of legal age of the Parish of Caddo, Louisiana, and SARDO PALERMO, a resident of legal age of the Parish of Ascension, Louisiana; herein called "SELLERS", who declared that for the price of TWENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 88/100 (\$28,240.88) DOLLARS, cash in hand paid by BUYER to SELLERS, receipt of which is acknowledged by SELLERS, SELLERS hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLERS may have, unto:

LeBLANC BROTHES & COMPANY, a partnership domiciled in the Parish of Iberville, Louisiana, composed of Jesse E. LeBlanc, W. Hardee LeBlanc, Gordon S. LeBlanc, and William H. LeBlanc, Jr., (the last named being a partner in commendam), represented herein by Gordon S. LeBlanc, duly authorized, hereinafter referred to as "BUYER", the following described property the possession and delivery of which BUYER acknowledges:

All of Sellers' right, title and interest in and to:

Tract One (1):

a certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descending bank of the Mississippi River, and being designated as a certain piece

or portion of land bounded above by Murry and below by Jones; containing 14.48 acres, more or less.

being the same property acquired by Angelina Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension, judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Sellers from their parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello (Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River, and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

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

All of the agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, its heirs, successors, and assigns shall have and hold the above described property in full ownership forever.

Vendors reserve all minerals under said property, it being understood however, that the surface of said property may not be used by mineral lessees without the consent of buyer or their assigns.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1969 will be paid by the SELLERS.

This instrument may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed these presents in the presence of the undersigned competent witnesses on the _____ day of December, 1969.

WITNESSES:

SELLERS:

Joseph J. Palermo

Anthony Palermo

Pasquale Palermo, Jr.

Mary Palermo Guidry

Concetta Palermo Guidry

Luke L. Palermo

Rosalie Palermo Milazzo
Rosalie Palermo Milazzo

Sardo Palermo

BUYER:

LeBLANC BROTHERS & COMPANY

By Gordon S. LeBlanc
Gordon S. LeBlanc

NOTARY PUBLIC

Recorded from the original on file this the 31st day of December, 1968.

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, a Notary Public, duly commissioned and qualified, personally came and appeared ROSALIE PALERMO MILAZZO, who being by me first duly sworn, deposed and said that she executed the above and foregoing instrument in the presence of the foregoing witnesses as her free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

In witness whereof, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in Shreveport, Louisiana, on this 22 day of December, 1969.

WITNESSES:

Mrs. Lloyd W. House Rosalie Palermo Milazzo
Rosalie Palermo Milazzo
Joe Milazzo

Elma H. Castor

NOTARY PUBLIC

Shreveport, Louisiana
Caddo Parish, Louisiana
My Commission Expires

3/11/70

104281

223-717

CASH SALE

KNOW ALL MEN BY THESE PRESENTS, That ANGELINE PALERMO CAROLLO, MARY PALERMO VACCARO, PASQUAL D. PALERMO and BERNARD FRANCIS PALERMO, all of the full ages of majority and residents of the Parish of St. Bernard, herein called "SELLERS", who declared that for the price of THREE THOUSAND FIVE HUNDRED FIFTY-FIVE and 12/100 (\$3,555.12) DOLLARS, cash in hand paid by BUYER TO SELLERS, receipt of which is acknowledged by SELLERS, SELLERS hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLERS may have, unto:

LeBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, Louisiana, composed of Jesse E. LeBlanc, W. Hardee LeBlanc, Gordon S. LeBlanc and William H. LeBlanc, Jr., (the last named being a partner in commendam), represented herein by Gordon S. LeBlanc, duly authorized, hereinafter referred to as "BUYER", the following described property the possession and delivery of which BUYER acknowledges:

All of Sellers' right, title and interest in and to:

Tract One (1)

A certain tract of land situated in the Parish of Ascension on the right descending bank of the Mississippi River, at about six miles below the town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality know as Lemenville, together with all the buildings and improvements thereon; containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed duly recorded in C.O.B. 71, folio 156 of Ascension Parish.

Tract Two (2):

A certain tract of land situated in the Fourth Ward of the Parish of Ascension on the right descending bank of the Mississippi River, and being designated as a certain piece or portion of land bounded above by Murry and below by Jones; containing 14.48 acres, more or less;

Being the same property acquired by Angelina Palermo by inheritance in the matter of the Succession of Lucas Montelli, No. 1335, on the probate docket of the 23rd Judicial District Court of the Parish of Ascension, Judgment of possession recorded in C.O.B. 70, folio 139 of Ascension Parish; and by purchase from Centella Montelli by deed duly recorded in C.O.B. 70, folio 145 of Ascension Parish.

Being all of the property acquired by Sellers from their parents by judgment of possession in the Succession of Pasquale Palermo and Angeline Mondello (Montelli) Palermo, Probate No. 2534-A, Ascension Parish, Louisiana, Conveyance Book 97, folio 347 of the official conveyance records of Ascension Parish, except for a small tract of land described as:

A certain tract of land situated in the Fourth Ward of the Parish of Ascension, on the Mississippi River, and being designated as a certain piece or portion of land bounded above and in the rear by Laban, containing sixteen-hundredths (16/100) of an acre, more or less.

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

All of the agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, its heirs, successors, and assigns shall have and hold the above described property in full ownership forever.

Vendors reserve all minerals under said property, it being understood however, that the surface of said property may not be used by mineral lessees without the consent of BUYER or their assigns.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1969 will be paid by the SELLERS.

IN WITNESS WHEREOF, the parties have executed these presents in the presence of the undersigned competent witnesses on the 10th day of February, 1970, at my offices in Arabi, Louisiana.

WITNESSES:

Ray W. Colombo
James H. Schubert

SELLERS:

Angeline Palermo Carollo
Angeline Palermo Carollo
Mary Palermo Vaccaro
Mary Palermo Vaccaro
Pasquale D. Palermo
Pasquale D. Palermo
Bernard Francis Palermo
Bernard Francis Palermo

Louis A. Jony
NOTARY PUBLIC

IN WITNESS WHEREOF, the BUYER has executed these presents in the presence of the undersigned competent witnesses on the 20 day of February, 1970, at my offices in Baton Rouge, Louisiana.

WITNESSES:

Syble P. Campbell

Ruth C. Spencer

BUYER:

LeBLANC BROTHERS & COMPANY

BY: Gordon S. LeBlanc
Gordon S. LeBlanc

Jules T. P. LeBlanc III
NOTARY PUBLIC

Recorded from the original on file this the 11th day of March, 1970

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

4/10/70 2251692 106 5

ACT OF EXCHANGE UNITED STATES OF AMERICA
 BETWEEN LOBLANC BROTHERS & COMPANY STATE OF LOUISIANA
 and CRAWFORD & THIBAUT, INC. PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED THAT:

LOBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, State of Louisiana, composed of JESSE LOBLANC, W. HARDEE LOBLANC, GORDON S. LOBLANC and WILLIAM H. LOBLANC, JR., (the last named being a partner in commendam), represented by all of said partners, appearing herein individually, and for and on behalf of LeBlanc brothers & Company, and CRAWFORD & THIBAUT, INC., a domestic corporation, domiciled in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by a resolution of the Board of Directors, a certified copy of said resolution being annexed hereto and made part hereof, who declare that they did and do, by these presents, make an exchange of properties and rights on the expressed terms and conditions hereinafter set forth as follows, to-wit:

For and in consideration of the transfer to LeBlanc Brothers & Company of the lease rights hereinafter set forth, the said LeBlanc Brothers & Company does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto Crawford & Thibaut, Inc., the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, at about six miles below the Town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemayville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less, being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courregas by deed recorded in C.O.B. 71, folio 156 of Ascension Parish. Further being the same property more fully shown and set out on a map of survey made by Carl E. Hoek, C.E., dated Oct. 24, 1969, a copy of which is annexed hereto and made part hereof. LESS AND EXCEPT All oil, gas and other minerals in and under the above described property,

free and clear of all mortgages, liens and encumbrances of any nature whatsoever.

And now for and in consideration of the transfer to Crawford & Thibaut, Inc. of the full title to the property hereinabove described, the said Crawford & Thibaut, Inc. does, by these presents, hereby lease, lets and rents to LeBlanc Brothers & Company the property hereinafter described for the purpose of excavating and removing sand and/or earth fill therefrom, which tract of land herein leased for said purposes is described as follows, to-wit:

A certain tract of land situated and being a portion of the bottom of Point Houma Plantation in Section One, Township 11 South, Range 15 East, Ascension Parish, Louisiana, and more particularly described as an area of land between River Stations 210 and 270, excluding the excavating site of AAA Contracting Company, the superficial area to which rights are hereby granted for the excavation of sand and/or earth fill being 21,440 acres.

The term of the lease shall be for a period of seven (7) years and six (6) months from date of the execution of this instrument by Crawford & Thibaut, Inc. or until such time as the entire 21,440 acres have been excavated by Lessee, LeBlanc Brothers & Company, whichever date shall occur the earlier.

Notwithstanding anything to the contrary, it is understood that all rights of Lessee shall expire ipso facto with the expiration of the seven (7) year six (6) month term of this lease, irrespective as to whether any or all of the sand and/or earth fill has been excavated and removed from the leased area during the term of this lease. Crawford & Thibaut, Inc. shall have the right to use the tract subject to said lease for grazing as long as said possession does not interfere with the operations of LeBlanc Brothers & Company in their use of said property for the purpose granted by said lease.

LeBlanc Brothers & Company shall have the right of ingress and egress for the purpose of excavating and removing the sand and/or earth fill from said leased tract over and across the Mississippi River Levee at such points selected by Lessee, providing gates and fences are maintained.

LeBlanc Brothers & Company shall obtain all necessary permits and licenses for the excavation of and removal of the sand and/or earth fill and shall comply with all governmental

regulations in connection therewith, particularly, but not by way of limitation, the U.S. Corps of Engineers, Louisiana Department of Public Works, and the Lafourche Basin Levee District.

LeBlanc Brothers & Company shall be solely responsible for their operations on the leased premises for the term of the lease for injury or damage to person or property occasioned thereby and agrees to hold Crawford & Thibaut, Inc. harmless from any such liability which arises out of the lease operations conducted by LeBlanc Brothers & Company.

In the exercise of the rights herein granted by Lessor to Lessee, Lessee shall conduct no operations which shall interfere with the rights conferred on Ormet Corporation by Crawford & Thibaut, Inc. under and by virtue of that certain lease agreement made by and between Crawford & Thibaut, Inc. and Ormet Corporation, dated March 17, 1969, and recorded in C.O.B. 215, Folio 516, Ascension Parish, Louisiana. In the event Crawford & Thibaut, Inc. should sell or otherwise dispose of all or part of Point Houmas Plantation and of which the leased premises are part hereof, then, and in that event, Crawford & Thibaut, Inc. or the transferee shall have the right, privilege and option to terminate the lease upon the following terms and conditions: (1) Crawford & Thibaut, Inc., or transferee shall give LeBlanc Brothers & Company written notice of lease 90 days in advance of the date of termination and (2) Crawford & Thibaut, Inc., or transferee shall pay to LeBlanc Brothers & Company a sum equal to \$1,000.00 for each and every acre of the leased premises which has not been excavated and the sand and/or earth fill removed.

The right to specific performance of this agreement is granted to both parties hereto.

IN WITNESS WHEREOF, witness the signatures of JESSE LeBLANC, W. HAROLD LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBLANC

BROTHERS & COMPANY in the Parish of East Baton Rouge, State of Louisiana, on the 25th day of March, 1970; and of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC. in the Parish of Ascension, State of Louisiana, on the 26th day of March, 1970.

WITNESSES to the signatures of JESSE LEBLANC, W. HARDEE LEBLANC, GORDON S. LEBLANC and WILLIAM H. LEBLANC, JR., individually and for and on behalf of LEBLANC BROTHERS & COMPANY

by by
by by
by by

BY: Jesse LeBlanc
JESSE LEBLANC, individually and for and on behalf of LEBLANC BROTHERS & COMPANY

BY: W. Hardee LeBlanc
W. HARDEE LEBLANC, individually and for and on behalf of LEBLANC BROTHERS & COMPANY

BY: Gordon S. LeBlanc
GORDON S. LEBLANC, individually and for and on behalf of LEBLANC BROTHERS & COMPANY

BY: William H. LeBlanc, Jr.
WILLIAM H. LEBLANC, JR., individually and for and on behalf of LEBLANC BROTHERS & COMPANY

WITNESSES to the signature of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC.

Marie B. LeBlanc
Jeanette B. LeBlanc

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: JESSE LEBLANC, W. HARDEE LEBLANC, GORDON S. LEBLANC and WILLIAM H. LEBLANC, JR., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that they are partners of LEBLANC BROTHERS & COMPANY; that they signed the foregoing instrument individually and for and on behalf of said company as their free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appeared; and the said witnesses have hereunto

affixed their signatures on the 25th day of March, 1970.

WITNESSES:

Lyble P. Campbell
Richard P. Sijman

LEBLANC BROTHERS & COMPANY
BY: Jesse L. Blanc
JESSE LEBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY
BY: W. Mande L. Blanc
W. MANDEE LEBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY
BY: Horton S. Loblanc
HORTON S. LOBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY
BY: William H. Loblanc, Jr.
WILLIAM H. LOBLANC, JR.,
individually and for and on
behalf of LEBLANC BROTHERS &
COMPANY

J. J. LaRocca, Jr.
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared: THOMAS A. THIBAUT, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is the President of CRAWFORD & THIBAUT, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearer and the said witnesses have hereunto affixed their signatures on the 26th day of March, 1970.

WITNESSES:

Wanda D. Loblanc
Jeanette S. Loblanc

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, Inc
President

J. J. LaRocca, Jr.
NOTARY PUBLIC

EXCERPT FROM THE MINUTES OF THE
SPECIAL MEETING OF THE BOARD OF
DIRECTORS OF CRAWFORD & THIBAUT,
INC. IN DONALDSONVILLE, LOUISIANA,
HELD ON December 23, 1969,
AT 7:00 O'CLOCK A.M.

The following resolution was introduced by James H. Thibaut, who moved its adoption, and which motion was seconded by Thomas A. Thibaut, and being submitted to a vote, was unanimously adopted:

RESOLVED that THOMAS A. THIBAUT, President of this corporation, be and he is hereby authorized and empowered for and on behalf of this corporation to enter into an Act of Exchange between Crawford & Thibaut, Inc. and LeBlanc Brothers & Company. And in order to accomplish such purpose, or for any other purposes, that the said President of this corporation is hereby authorized and empowered to execute said Act of Exchange bearing upon such terms, conditions and provisions, as in his absolute discretion may seem necessary and advisable.

BE IT FURTHER RESOLVED that in said Act of Exchange Crawford & Thibaut, Inc. shall receive full title, free and clear of all mortgages, liens and encumbrances in and to the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, at about six miles below the Town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by land now or formerly of John H. Maudin and below by the locality known as Lebonville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courroges by deed recorded in C.S.B. 71, folio 156 of Ascension Parish.

Further being the same property more fully shown and set out on a map of survey made by Carl E. Heck, C. E., dated October 24, 1969, a copy of which is annexed hereto and made part hereof.


LESS AND EXCEPT: All oil, gas and other minerals in and under the above described property.

And in exchange therefor Crawford & Thibaut, Inc. shall grant to Loblanc Brothers & Company a lease for the purposes of excavating and removing sand and/or earth fill therefrom; said lease shall be on such terms, conditions and provisions as the President may in his absolute discretion deem necessary and advisable; said lease to bear upon and affect the following described property, to-wit:

A certain tract of land situated and being a portion of the nature of Point Homas Plantation in Section One, Township 11 South, Range 15 East, Ascension Parish, Louisiana, and more particularly described as an area of land between River Stations 210 and 270, excluding the excavating site of AAA Contracting Company, the superficial area to which rights are hereby granted for the excavation of sand and/or earth fill being 21.840 acres.

I, James H. Thibaut, do hereby certify that I am the duly qualified Secretary of the Board of Directors of Crawford & Thibaut, Inc.; I further certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of Crawford & Thibaut, Inc. at a meeting held by the Board of Directors duly called and convened and held in Donaldsonville, Louisiana, on the 23rd day of December, 1969, whereat a quorum of the Board of Directors was present and that the same has not been revoked or rescinded.

Witness my signature and the seal of said corporation at Donaldsonville, Louisiana, this 26th day of March, 1970.


 JAMES H. THIBAUT, Secretary

Recorded from the original on file this the 10th day of August, 1970


 KSRUT HART BOURQUE
 CLERK AND RECORDER

30/14

350

BLUM & Le BLANC
 ATTORNEYS AND COUNSELORS AT LAW
 DONALDSONVILLE, LA.

GEORGE R. BLUM,
 SAM A. LE BLANC, JR.

9821

77-475

2-14-40

mob. 531391

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ASCENSION

KNOWN, that on this, the 14th day of February, one thousand nine hundred and forty,

SAM A. LeBLANC, JR.,

public, duly commissioned, sworn and qualified, in and for the State and Parish aforesaid, presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

DR. JOHN H. LOWERY, of age, a married man, the husband

Mary Brown Lowery, with whom he now lives and resides, domiciled

in the Parish of Ascension, Louisiana,

where d that he is the owner of the following property, to-wit:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S. E. D., West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: On the upper side by E. F. Bertaut, lower side by John Spencer tract and Pedesclaux Plantation, in front by said river and in rear by Isom Smith, being same property acquired by Felix S. Arceneaux from Dr. J. H. Lowery on April 3, 1923, duly recorded in C.O.B. 64, folio 129, said tract containing 26.20 acres, more or less.

And being the same property acquired by Dr. J. H. Lowery from Felix S. Arceneaux, duly recorded in C.O.B. 65, folio 425 of Ascension Parish, La.

appearer further declare s that he did and do by these presents

sell, convey, assign, set over and deliver unto

MS. EMMA LEWIS, of age, a married woman, the wife of Voltare whom she now lives and resides, domiciled in Ascension Parish; and

MS. VICTORIA WILLIAMS, of age, a married woman, the wife of Wiley with whom she now lives and resides, domiciled in Ascension Parish,

chasing the within described property as their own separate and property with their own separate and paraphernal funds, share like,

accepting and purchasing for themselves and their heirs and acknowledging due delivery and possession of the above and foregoing describ- and hereby recognizing the vendor's lien and privilege accorded by law on the said favor of the vendor and the future holders of the hereinafter-described note.

TO HAVE AND TO HOLD the said property unto the said purchasers

their heirs and assigns in full property forever, free from any lien,

ge or incumbrance whatever, with full and general warranty of title and with full subro- to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of

ONE HUNDRED AND NO/100 (\$1200.00) DOLLARS, payable as follows, to wit:

~~Dollars payable~~

Five Hundred and no/100 (\$500.00)----- Dollars

in hand paid, the receipt whereof is hereby acknowledged and good acquittance and dis-

given for the same; and for the balance, say the sum of Seven Hundred and

(\$700.00) Dollars, said purchasers hereby expressly agree to assume the of a mortgage executed by Felix S. Arceneaux in favor of The Federal Bank of New Orleans on the hereinabove described property, which said is duly recorded in Amortization Book No. 3, folio 5 of the records of Parish, La., and dated March 13, 1925, the balance herein assumed declared to be the sum of Three Hundred Eighty-seven and 95/100 (\$387.95) and, for the remainder of the credit portion of this sale, say the Three Hundred Twelve and 05/100 (\$312.05) Dollars,

and purchasers have this day made, executed, signed and indorsed

blank their seven (7) certain promissory note s dated this day payable to

their own order at the First National Bank in

Madisonville, Louisiana, the first of said notes being due and payable in

(1) year from the date thereof and one payable annually thereafter until

have been paid, six (6) of said notes being in the amount of Forty-four and

00 (\$44.57) Dollars each, and the seventh or last of said notes being in

amount of Forty-four and 63/100 (\$44.63) Dollars,

and bearing interest at the rate of 8% per cent per annum from date until

said which note s after having been paraphed "Ne Varietur" by me, Notary, for identification

herewith, were delivered to the said mortgagee who

acknowledged due delivery and receipt of the same.

or Mortgage

When it becomes necessary to institute legal proceedings to recover the amount of said note or any part thereof, in principal or interests, or to protect the interests of the holder of said note, the same shall be placed in the hands of an attorney for collection, compromise or settlement, the said maker of the said note binds themselves and their heirs and assigns to pay the fees of the attorney at law, which fees are hereby fixed at 10% per centum on the amount due and sued for or claimed or sought to be protected, preserved or enforced.

In order to secure the full final payment of said notes in principal, interest, attorney's fees and insurance premiums, taxes and all costs and charges as hereinafter provided, the said mortgagors do hereby specially mortgage and hypothecate the said above-described property in and to the said mortgagee or any future holder of said notes to the full amount thereof, principal, interest, attorney's fees and all costs, said mortgagor binding themselves and their heirs and assigns not to dispose of, sell, incumber, or alienate the above-described property to the prejudice of the said mortgagee, the same so to remain mortgaged and hypothecated until the full and final payment of the said notes in principal, interest, attorney's fees and all costs.

The said mortgagors further confess judgment in favor of said mortgagee

---Dr. John H. Lowery--- or

the said mortgagee or any future holder of said notes who in case the same are not paid at maturity, shall have the right to proceed for the collection thereof by executory process, and said above-described property shall be sold without appraisement to the highest bidder for cash, the said mortgagors hereby waiving and renouncing all laws pertaining to the appraisement of property and renouncing all laws regarding homestead.

Messrs. Voltare Lewis and Wiley Williams, husbands of
And also appeared ~~Madam~~ Emma Lewis and ~~wife of~~ Victoria Williams, ^{their wives} respectively, ^{them} duly authorized, who joins ~~for~~ ^{for} said ~~husbands~~ ^{wives} herein for the purpose of waiving the Homestead Exemptions provided for in Article XI of the Constitution of 1921 of this State, when they have declared that they do hereby specially waive any and all rights accorded them as Homestead Exemptions, under the Article aforesaid, in favor of mortgagee herein or any future holder or holders of said notes to the extent of the mortgage herein granted, together with interest, attorney's fees and costs aforesaid.

And said mortgagors further bind themselves and their heirs to keep the buildings and improvements now existing or which may be hereafter erected on the property mortgaged herein constantly insured against loss by fire in a good and solvent insurance company or companies in the sum of Seven Hundred and no/100----- (\$ 700.00) Dollars, and against loss by tornado or windstorm in a good and solvent insurance company or companies, in the sum of Seven Hundred and no/100----- (\$ 700.00) Dollars, until the full and final payment of aforesaid notes and to transfer and deliver unto said mortgagee or any future holder or holders of said notes the policy or policies of such insurance or insurances, and should the mortgagor fail or neglect to cause such insurance to be made and effected, then and in that case said mortgagee or any future holder or holders of said note shall have the right at his option to so insure said property and any sums paid out by said mortgagee shall be secured by this mortgage and shall bear eight per cent per annum interest from date of payment.

The said Emma Lewis, Voltaire Lewis and Wiley Williams, declaring unto me, Notary, they could not sign their names because could not read or write, I, said notary, signed for them and they their mark thereto, all in the presence of the undersigned at witnesses.



The parties to this act hereby dispense with the production of the mortgage certificate ^{tax} liberate me, Notary, from all responsibility on account of the non-production of the same. All taxes on said property have been paid, as evidenced by the tax receipts of the tax

THIS DONE AND PASSED in the Parish of Ascension State of Louisiana,

day, month and year first above written, in the presence of F. B. Medford and William Rome

and competent witnesses, who, together with appearers and me, Notary, have signed these acts after due reading of the whole.

WITNESSES:

F. B. Medford
William Rome

Victoria Williams

Emma ^{her} Lewis
Voltaire ^{his} Lewis

To aid and authorize my wife.

Wiley ^{his} Williams
To aid and authorize my wife.

J. H. ...
Notary Public

stood and stipulated that in conformity with the said Act and under the terms and conditions therein expressed, the owner of said property may redeem same at any time within three years from the date of filing this deed for record in the conveyance office of the Parish of Ascension by complying with the provisions of said Act 170 of 1898, as amended, and Act 228 of 1932, and Acts amendatory thereof.

In Witness Whereof, I have hereunto subscribed my name officially at my office in the Town of Donaldsonville, Parish of Ascension, in the presence of Celeste H. Bouchereau and C.J. Trepagnier two competent witnesses, who signed these presents with me, said Sheriff and Ex-officio Tax Collector, on this 18th day of May, 1948.

Original signed: Lester Gonzales, Sheriff and Ex-officio Tax Collector
SGD. Celeste H. Bouchereau, C.J. Trepagnier

Recorded from the original on file this the 18th day of May, 1948.

[Handwritten Signature]
Clerk & Recorder.

88/90 5/18/48

FILE NO. 27829 VICTORIA WILLIAMS TO OLIVIA P. GABRIEL
State of Louisiana,
Parish of Ascension
Office of Sheriff and Ex-officio Tax Collector

Be it known, that I, Lester Gonzales, Sheriff and Ex-officio Tax Collector of the Parish aforesaid, by virtue of the authority vested in me by the Constitution and Laws of the State of Louisiana, and especially by Act No. 170 of 1898, approved July 14, 1898, as amended and re-enacted by Act 315, approved July 7, 1910, and Act 228 of 1932, and Acts amendatory thereof, for the year 1947, and the taxes thereon having been assessed with the property hereinafter described of said year, I made out and mailed to said Victoria Williams by registered letter, a notice in conformity with said Act No. 170 of 1898, as amended, and Act 228 of 1932, and the said Victoria Williams having failed to pay the amount of taxes, interest, costs, etc. due by him as shown by the said assessment rolls of 1947, I caused to be seized and advertised for sale in The Gonzales Weekly in the manner prescribed by said Act No. 170 of 1898, as amended, and Act 228 of 1932, a weekly newspaper published in the town of Gonzales, La. it being the official journal of the Parish of Ascension. Said advertisement appearing in its issues from the 10th day of April, 1948, to the 15th day of May, 1948, inclusive, advertising the sale to take place on the 15th day of May, 1948, of the following described property, viz:

.75 acres REMR ab. by Howell & Williams, bel by Jos. Broadway
All of the said property being situated in Ward No. 4 in the Parish of Ascension. The amount of taxes, interest and costs due on said property by said tax debtor is the following amounts, viz:

State Tax .17
Parish School and Road Tax .29

1740

Journal of the Parish of Ascension
Journal of the Parish of Ascension

District Levee Tax	.03	Advertisement	6.00
School Tax #6, -.21 #7, .09	.30	Recording of Deed	2.00
Interest	.02	Deed from Tax Collector	\$11.16
Notice	.35	Total	

And I, the said Lester Gonzales, Sheriff and Ex-officio Tax Collector as aforesaid in accordance with the law and the terms of said advertisement, at the principal front door of the Courthouse of the Parish of Ascension, on the 15th day of May, 1948, it being the day of said sale named in said advertisement, and after complying with all other legal formalities did offer for sale the least quantity of the above described property that any bidder would buy for taxes, interest and costs and Olivia P. Gabriel, a resident of the Parish of Ascension bidding the amount of taxes, interest and costs on the whole of the above described property it being the sum of 11.16 dollars, which amount the said Olivia P. Gabriel paid to me in cash the receipt whereof is hereby acknowledged, the said property was adjudicated to the said Olivia P. Gabriel.

Now, therefore, I, Lester Gonzales, Sheriff and Ex-officio Tax Collector, as aforesaid, under and by virtue of the authority vested in me as aforesaid and under and by virtue of Act 170 of the Acts of the General Assembly of the State of Louisiana, for the year 1898, as amended, and Act 228 of 1932, and Acts amendatory thereof, and for the consideration of the taxes, interest and costs, as above set forth, do hereby grant, bargain, sell, transfer, assign, set over and deliver a full and complete title in the name of the State of Louisiana, unto the said Olivia P. Gabriel his heirs and assigns, all and singular the above described property and all the right, title and interest which the said Victoria Williams has or had in same, with the right of the purchaser Olivia P. Gabriel to be put in actual possession of said property by order of any Court of competent jurisdiction. It however, being understood and stipulated that in conformity with the said Act and under the terms and conditions therein expressed, the owner of said property may redeem same at any time within three years from the date of filing this deed for record in the conveyance office of the Parish of Ascension by complying with the provisions of said Act 170 of 1898, as amended, and Act 228 of 1932, and Acts amendatory thereof.

In Witness Whereof, I have hereunto subscribed my name officially at my office in the Town of Donaldsonville, Parish of Ascension, in the presence of Celeste H. Bouchereau and C. J. Trepagnier two competent witnesses, who signed these presents with me, said Sheriff and Ex-officio Tax Collector on this the 18th day of May, 1948.
Original signed: Lester Gonzales, Sheriff and Ex-officio Tax Collector
SGD. Celeste H. Bouchereau; C. J. Trepagnier
Recorded from the original on file this the 18th day of May, 1948.

Clerk & Recorder.

FILE NO. 27830 EST. JOHN RICHARDSON TO JOHN D. VILLAR
State of Louisiana,
Parish of Ascension

[Faint, mostly illegible handwritten text, possibly a letter or report.]

Comptroller's Office

Received of *[illegible]*

[Handwritten signature]

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 Bouchereau
 , said Sheriff

[Handwritten signature]
 Clerk & Recorder.

FILE NO. 27830 EST. JOHN RICHARDSON TO JOHN D. VILLAR
State of Louisiana,
Parish of Ascension

... have herunto subscribed my name officially at my office in
Town of Donaldsonville, Parish of Ascension, in the presence of Celeste H. Bouchereau
and C. J. Trepaugnier two competent witnesses, who signed these presents with me, said Sheriff
and Ex-officio Tax Collector on this the 18th day of May, 1948.
Original signed: Lester Gonzales, Sheriff and Ex-officio Tax Collector
SGD. Celeste H. Bouchereau; C. J. Trepaugnier
Recorded from the original on file this the 18th day of May, 1948.

[Signature]
Clerk & Recorder.

Donaldsonville La.
May 26 / 1948
Mr. Henry Jones,
This is to certify that
Celeste H. Bouchereau has
paid me for your fee
three dollars and
fifty cents (\$3.50) for
my services in Ascension
Parish and vicinity.
She is to pay \$10.00
for the purchase of
property which you have
at Donaldsonville. Thanking you
for your services,
Respectfully,
Celeste H. Bouchereau
Tax Collector

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[Signature]
D. J. Villar
Clerk & Recorder

STATE OF LOUISIANA

PARISH OF ASCENSION

LEASE

This agreement made between

VICTORIA WILLIAMS, of legal age, married but once and then to Wiley Williams,

domiciled in and a resident of the Parish of Jefferson, Louisiana, LESSOR, and

DUBOURG THIBAUT, of legal age, married, husband of Vivian Kleinpeter, with whom he lives and resides, domiciled in and a resident of the Parish of Ascension, Louisiana, LESSEE,

WITNESSETH:

That lessor, party of the first part, has hereby leased, let and rented to lessee, party of the second part, and the said party of the second part has hereby hired and taken from the party of the first part, the following described property, to-wit:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the City of Donaldsonville, measuring one (1) arpent front on said river with all the depth thereto belonging, being thirty-two (32) arpents, more or less. Bounded as follows: on the upper side by E. F. Berteau, lower side by John Spencer tract and Pedesclaux Plantation, in front by said river, and in the rear by Isom Smith, being the same property acquired by Victoria Williams, wife of Wiley Williams, and Emma Lewis, wife of Voltare Lewis, from Dr. John H. Lowery as their separate and paraphernal property by act recorded in COB 77, folio 475, Ascension Parish, Louisiana. For further acquisition see COB 65, folio 423, and COB 64, folio 129. Said tract containing 26.20 acres, more or less.

LESS AND EXCEPT:

the dwelling houses on the front portion of said tract, the area immediately surrounding said houses and used as a yard, up to the back fence line of said yard.

Said Victoria Williams is acting herein on her own behalf and as agent, attorney in fact and manager of said property on behalf of the said Emma Lewis, *or her heirs.*

The period and term of this lease is to be for five (5) years beginning on the 15th day of February, 1951, and ending on the 14th day of February, 1956, for a yearly rental of One Hundred and No/100 (\$100.00) Dollars, said rent being payable in advance on or before February 15th of each and every year during the term of this lease.

It is further understood and agreed between the parties to this lease that the lessor, party of the first part, does hereby give and grant unto the lessee, party of the second part, at the expiration of the term of this lease, the right and option to lease for another term of five (5) years at the same terms and conditions as set out herein, the said lessee, party of the second part to give the lessor, party of the first part, advance written notice of his intention to exercise this option at least thirty (30) days before the expiration of the primary term of this lease.

It is understood that this lease is made for the purpose of cultivating the lands herein leased and/or the raising of cattle or other stock on the leased lands.

It is further agreed that if any rent be due and unpaid, or if default shall be made in any of the covenants herein contained, said default or failure is hereby agreed to be taken as a waiver of the notice to vacate the premises, as required by Article 2656 of the Civil Code; and the said party of the first part is authorized, without any further formality, to proceed immediately to eject the party of the second part according to law, as though said notice had been given as prescribed by the said Code. And said party of the second part hereby obligates himself to deliver up and return to said party of the first part the said premises and appurtenances, in equal good order as received, the usual wear and tear excepted.

The parties to this act hereby dispense with the production of the mortgage certificate and exonerate me, Notary, from all responsibility on account of the non-production of the same.

All taxes on the said property have been paid, as evidenced by the Tax receipts of the tax collector.

IN EVIDENCE WHEREOF, witness the signatures of Victoria Williams in the Parish of Jefferson, Louisiana, on the 12 day of March, 1951, and of Dubourg Thibaut in the Parish of Ascension, Louisiana, on the 12 day of March, 1951, all in the presence of the undersigned

competent witnesses after due reading of the whole.

WITNESSES to signature of
Victoria Williams

Beverly Lewis

Victoria Williams
Victoria Williams

Ruth Simoneaux

WITNESSES TO SIGNATURE OF
Dubourg Thibaut

Ruth Simoneaux

Dubourg Thibaut
Dubourg Thibaut

George R. Allen

STATE OF LOUISIANA

PARISH OF JEFFERSON

Personally came and appeared VICTORIA WILLIAMS, the above named, who signed the foregoing document before me and in the presence of the two competent witnesses whose names are thereto subscribed and said appearer declared unto me, in the presence of said witnesses, that she signed and executed the said document as her free act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer has signed these presents before me, the undersigned authority, and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, this 12 day of March, 1951.

WITNESSES to signature of
Victoria Williams

Beverly Lewis

Victoria Williams
Victoria Williams

Ruth Simoneaux

Sidney A. Marchand
SIDNEY A. MARCHAND, Notary Public

STATE OF LOUISIANA

PARISH OF ASCENSION

Personally came and appeared DUBOURG THIBAUT, the above named, who signed the foregoing document before me and in the presence of the two competent witnesses whose names are thereto subscribed and said appearer declared unto me, in the presence of said witnesses, that he signed and executed the said document as his free act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer has signed these presents before me, the undersigned authority, and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses, this 12 day of March, 1951.

WITNESSES to signature of
Dubourg Thibaut

Ruth Simoneaux

Dubourg Thibaut
Dubourg Thibaut

George M. Blum

Sidney A. Marchand, Jr.
SIDNEY A. MARCHAND, JR. Notary Public

State of Louisiana—Parish of Ascension

I do hereby certify that the above and foregoing

was received, filed and recorded in Book

of Convey No. 93 Folio 135

this 13 day of March, 1951

Henry A. Sugar
Clerk and Recorder

SHERIFF'S DEED

APR 5 1955

44123

106/357

Whereas, I, H. M. Waguespack

Sheriff,

Parish of Ascension, duly qualified, did seize and take into my possession on the 8th day of November, in the year 1954, under and by virtue of Order of Seizure & Sale to me directed by the Honorable, the Twenty-third Judicial District Court, of the state of Louisiana, in and for the Parish of Ascension, dated October 26, 1954 in the suit entitled Joseph Matassa Sr.

vs. Wiley Williams and Victoria Lewis Williams No. 7621 of the docket of said Court, the following described property, to-wit:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereunto belonging consisting of a fractional portion of Section 9, Township 11 South Range 15 East, E.D.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaut, lower side by John Spencer tract and Pedesclaux Plantation, in front by the river and in the rear by Isom Smith, being the same property acquired by Felix S. Arceneaux from Dr. J. H. Lowery on April 3, 1923 and recorded in C.O.B. 64, folio 129, said tract containing 26.20 acres, more or less.

Being the same property acquired by Dr. J. H. Lowery from Felix S. Arceneaux recorded in C.O.B. 65, folio 423 of Ascension Parish, Louisiana
Being the same property acquired by mortgagors on February 14, 1940, from Dr. John H. Lowery.

After having given due and legal notice of said seizure in the matter required by law, I did after the expiration of the legal delays, proceed to advertise said property for sale at public auction, according to law, for cash, by posting and advertisement of said sale in the The Gonzales Weekly, a newspaper published weekly in the Town of Gonzales, Parish of Ascension, Louisiana, which advertisement containing a true and correct description of said property, and specifying the time, place and conditions of said sale, was first inserted in said newspaper on the 25th day of February, 1955, and appeared in the issues of March 4, 11, 18, 25, April 1, 1955

~~and having complied with all additional previous legal requisites, I did, on the~~ 2nd day of April, 1955, repair to the door of the Courthouse of this Parish, the place designated in said advertisement for making said sale, and then and there between the hours prescribed by law, I did proceed to expose said property for sale at public auction by reading in a distinct and audible voice, true and correct description of the property, as well as the terms and conditions of said sale, and at the same time and place I also read the certificate of Mortgages required by law, which said certificate is annexed to and returned with the writ in this case.

And having complied with all of the above formalities, I gave the notice required by Article 679 of the Code of Practice of this State, and then set up and offered the said hereinabove described property for sale, and the same being at length cried out was finally sold and adjudicated to Crawford and Thibault, Inc last and highest bidder therefor, for the price and sum of One Thousand Three Hundred Fourteen and 04/100 Dollars, which purchase price has been apportioned as follows:

Joseph Matassa Sr. Principal & Int.	\$1110.11
Proceeds priming Plaintiff's lien on Seizure & Sale.	
Glynn A. Long Attorney's fees	111.01
Gonzales Weekly Advertising	58.38
Andrew J. Falcon Clerk's Cost	18.50
H. M. Waguespack Sheriff's Comm.	16.04
	<u>\$1314.04</u>

The Clerk and Ex-Officio Recorder of Mortgages for the Parish of Ascension is hereby authorized to cancel and erase from the records of his office, all subsequent mortgages and the mortgage under which this writ was issued, insofar as the property herein sold is affected.

Now, therefore, in consideration of the premises and by virtue of the laws of this State, in such cases made and provided, the Sheriff aforesaid, does by these presents sell, assign, transfer, convey and deliver the said property to said purchaser herein, as well as all of the right, title, interest and claim which the said defendant had in and to the same. Crawford and Thibault, Inc.

To have and to hold the same unto the said purchaser Crawford and Thibault, Inc. heirs and assigns, forever.

In testimony whereof I hereunto affix my signature in the Parish of Ascension Donaldsonville, Louisiana, this 5th day of April, 1955, in the presence of the undersigned witnesses.

Witnesses:

[Handwritten signatures of witnesses]

H. M. Waguespack Sheriff, Parish of Ascension.
[Signature]

4/30/70

H

223-695
104993

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO. 410,858

DIVISION "H"

OFFICE OF THE CLERK OF COURT
NO. 1444000

SUCCESSION
OF
SAM LEWIS (OR LOUIS)

Show for

-----oOo-----
SUPPLEMENTAL AND AMENDED
JUDGMENT
-----oOo-----

*After review of
the original petition
and the original
judgment rendered
in the above
entitled proceedings*

The Court, considering the allegations of the supplemental and amended petition filed herein, the last will and testament of the decedent herein, Sam Lewis (or Louis), made in the nuncupative form by public act, executed before Ben Washastron, Notary Public of the Parish of Orleans, State of Louisiana, dated May 21, 1956, a certified copy of which has been heretofore filed in these proceedings and ordered registered and executed, and the Court considering the acts of sale by the forced heirs to the surviving spouse of their interests in the succession, and the endorsement of the Inheritance Tax Collector for the Parish of Orleans, State of Louisiana, showing no inheritance tax to be due by the petitioner to the State of Louisiana, and the law and the evidence, and being of the opinion that the petitioner is entitled to the decree prayed for:

*Shaw
and*

IT IS ORDERED, ADJUDGED AND DECREED that the original petition filed in the above entitled and numbered proceedings on February 17, 1969, as well as the original judgment rendered in said proceedings on February 17, 1969, be and they are hereby supplemented and amended so as to include, as part of the estate of the decedent herein, Sam Lewis (or Louis), as his separate property, the undivided interest in and to the following described real estate:

An undivided one-ninth (1/9) interest of an undivided one-half (1/2) interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all the buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River,

A TRUE COPY

M. Glass
DEPUTY CLERK, CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA.

at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertant, lower side by John Spencer tract and Fedesclaux Plantation, in front by said river and in the rear by Isom Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less.

In which Sam Lewis (or Louis) inherited said undivided one-ninth of one-half interest from his father and mother, Emma Gillard (also known as Emma Gillis), and her husband, Valentine Louis (also known as Valentine Lewis).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the petitioner, Mrs. Emelda Mary Pascal, widow of Sam Lewis (or Louis), be, and she is, hereby recognized as the testamentary heir and legatee under a universal title of the decedent herein, said Sam Lewis (or Louis), of the disposable portion of said decedent's estate, or of an undivided one-third (1/3) interest of the decedent's estate, in full ownership, under the terms and provisions of the last will and testament of the decedent herein and under the law applicable thereto, and that, as such, she be and she is hereby sent and put in possession thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that by virtue of an act of sale by each of the decedent's three (3) forced heirs, namely: Sam Lewis, Jr., Joe Lewis and Mrs. Clara (or Rose) Lewis, wife of James Pannister, Jr., the petitioner, Mrs. Emelda Mary Pascal, widow of Sam Lewis (or Louis), be, and she is, hereby declared to be the owner of the undivided two-thirds (2/3) interest of the decedent's estate, inherited by the decedent's forced heirs, and that, as such, she be, and she is, hereby sent and put in possession thereof;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment rendered and signed in these proceedings on February 17, 1969, except as amended herein, shall remain in full force and effect; and

IT IS FURTHER ADJUDGED AND DECREED that there is no inheritance tax due by the petitioner herein to the State of Louisiana on her inheritance from the decedent herein.

JUDGMENT READ, RENDERED AND SIGNED IN OPEN COURT AT NEW ORLEANS,

STATE OF LOUISIANA, ON THIS

29th DAY OF April 1970

APPROVED AND SUBMITTED

April 29 1970 Amount Tax Due None

Oliver P. Carriere
JUDGE

Edward F. Green
Attorney for Inheritance Tax Collector

day of April, 1970
Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

8/10/70

106426

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED, That:

BEVERLY LEWIS, of legal age, domiciled in and a resident of the Parish of St. Charles, State of Louisiana, appearing herein in his capacity as the duly qualified Administrator of the Succession of Erma Gilliard (also known as Erma Gillis), and her husband, VALENTINE LOUIS (also known as Valentine Lewis), under and by virtue of a Judgment rendered by the Honorable J. Adolph Kenuet, Judge of the 23rd Judicial District Court in and for the Parish of Ascension, Louisiana, dated May 21, 1970, a certified copy of which said judgment is herunto annexed, who declared that he does by these presents grant, bargain, sell, convey, assign, act over and deliver the following described property, to-wit:

An undivided one half interest, but not necessarily limited thereof, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.1/4, East of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. P. Bertaul, lower side by John Spencer tract and Pedesciaux Plantation, in front by said river and in rear by Leon Smith, being same property acquired by Mrs. Erma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less;

unto LeBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, State of Louisiana, composed of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON C. LeBLANC and WILLIAM H. LeBLANC, JR., (the last named being a partner in commendam), represented by all of said partners, appearing herein individually and for and on behalf of Leblanc Brothers & Company, here present

accepting and purchasing for itself, its heirs and assigns and acknowledging due delivery and possession of the above and foregoing described property.

To have and to hold the said property unto the said LeBLANC BROTHERS & COMPANY, its heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title and with full subrogation to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$10,500.00), Cash in hand paid, the receipt whereof is hereby acknowledged and good acquittance and discharge given for the same.

The parties to this act hereby dispense with the production of the mortgage certificate and exonerate all Notaries from all responsibility on account of the non-production of the same.

All taxes on said property have been paid, as evidenced by the tax receipts of the tax collector.

IN EVIDENCE WHEREOF, witness the signature of BEVERLY LEWIS in the Parish of Orleans, State of Louisiana on the 6th day of July, 1970; and of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBLANC BROTHERS & COMPANY in the Parish of East Baton Rouge, State of Louisiana, on the 4th day of August, 1970.

Witnesses to the signature of BEVERLY LEWIS

B. Ryan
A. Pincina

Beverly Lewis
BEVERLY LEWIS

Witnesses to the signatures of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC AND WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBLANC BROTHERS & COMPANY

Jean B. Houde
Edel B. Bourdette

LeBLANC BROTHERS & COMPANY
BY: Jesse LeBlanc
JESSE LeBLANC, individually and for and on behalf of LeBlanc Brothers & Company

BY: W. Harder LeBlanc
W. HARDER LeBLANC, Individually
and for and on behalf of
LeBlanc Brothers & Company

BY: Gordon S. LeBlanc
GORDON S. LeBLANC, Individually
and for and on behalf of
LeBlanc Brothers & Company

BY: William H. LeBlanc, Jr.
WILLIAM H. LeBLANC, JR.,
Individually and for and on behalf
of LeBlanc Brothers & Company

STATE OF LOUISIANA
PARISH OF ORLEANS

Personally came and appeared: BEVERLY LEWIS, the above named, who being duly sworn, deposed and said that he signed the foregoing document before me and in the presence of the two competent witnesses whose names are therein subscribed as administrator of the Succession of Emma Gillis (also known as Emma Gillis), and her husband, Valentine Lewis (also known as Valentine Lewis), and said appooser declared unto me, in the presence of said witnesses that he signed and executed the said document for the uses and purposes therein set forth.

In witness whereof said appooser has signed these presents before me, the undersigned Notary, and in the presence of the witnesses and I have set my official seal and hand with said witnesses on the 6 day of July, 1970.

WITNESSES:

B. Ryan
A. Lewis

Beverly Lewis
BEVERLY LEWIS, Administrator

René Lermann
NOTARY PUBLIC

RENÉ LERMANN

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: JESSE LeBLANC, W. HARDER LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., to be known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that they are partners of LeBLANC BROTHERS & COMPANY; that they signed the foregoing instrument individually and for and on behalf of said company as their free act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearers and the said witnesses have hereunto affixed their signatures on this 11th day of October, 1970.

WITNESSES:

Lawrence C. Burke
Paul D. Bennett

LOBLANC BROTHERS & COMPANY

BY: Jesse Loblanc
JESSE LOBLANC, individually
and for and on behalf of
Loblanc Brothers & Company

BY: W. Marce Loblanc
W. MARCE LOBLANC, individually
and for and on behalf of
Loblanc Brothers & Company

BY: Robert Loblanc
ROBERT L. LOBLANC, individually
and for and on behalf of
Loblanc Brothers & Company

BY: William H. Loblanc
WILLIAM H. LOBLANC, JR.,
individually and for and on
behalf of Loblanc Brothers &
Company

Julius R. Loblanc

MAY 21 1970

SUCCESSION OF

EMMA GILLIARD (also known
as Emma Gillis), and her
husband, VALENTINE LOUIS
(also known as Valentine
Lewis),

James R. [Signature]
Clerk of Court

23RD JUDICIAL DISTRICT COURT,

STATE OF LOUISIANA,

PROBATE NO. 4771.

PARISH OF ASCENSION.

JUDGMENT ON APPLICATION

Considering the foregoing petition, and due proof having been made before this Court, that the application for the sale of property at private sale, heretofore filed on the 6th day of April, 1970, has been advertised according to law; that no opposition has been filed; that the legal delays for opposing the same have elapsed, and due proof having been made of the advisability of said sale of property, at private sale:

IT IS ORDERED, ADJUDGED AND DECREED that the said application be approved and the said sale of property, at private sale, be made as prayed for herein, and accordingly, Beverly Lewis, Administrator, is hereby authorized, directed and empowered to sell at private sale for the price and sum of Ten Thousand Five Hundred and no/100 Dollars (\$10,500.00), cash, the following described property:

An undivided one half interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.3.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertain, lower side by John Spencer tract and Podusclaux Plantation, in front by said river and in rear by Isaac Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John. H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less.

Judgment read, rendered and signed at Donaldsonville, Louisiana,
this 21st day of May, 1970.

J. Ralph Mervet
JUDGE

A TRUE COPY
James R. Landry
Clerk & Recorder
ACCELSON PARISH 2/21 1970

Recorded from the original on file this the 10th day of August, 1970

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

8/10/70

106127

25/695

395

ACT OF EXCHANGE
BETWEEN LOBLANC BROTHERS &
COMPANY
and
CRAWFORD & THIBAUT,
INC.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED THAT:

LOBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, State of Louisiana, composed of JESSE LOBLANC, W. HAROLD LOBLANC, GORDON S. LOBLANC AND WILLIAM H. LOBLANC, JR., (the last named being a partner in command), represented by all of said partners, appearing herein individually and for and on behalf of Loblanc Brothers & Company, and CRAWFORD & THIBAUT, INC., a domestic corporation, domiciled in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by a resolution of the BOARD OF DIRECTORS, a certified copy of said resolution being annexed hereto and made part hereof, who declare that they did and do, by these presents, make an exchange of properties and rights on the expressed terms and conditions hereinafter set forth as follow, to-wit:

For and in consideration of the transfer to Loblanc Brothers & Company of the lease rights hereinafter set forth, the said Loblanc Brothers & Company does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto Crawford & Thibaut, Inc., the following described property, to-wit:

An undivided one half interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaul, lower side by John Spencer tract

and Pedesolaux Plantation, in front by said river and in rear by Leon Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, Folio 475, containing 26.20 acres, more or less,

free and clear of all mortgages, liens and encumbrances of any nature whatsoever.

And now for and in consideration of the transfer to Crawford & Thibaut, Inc. of the full title to the property hereinabove described, the said Crawford & Thibaut, Inc. does, by these presents, hereby lease, lets and rents to LeBlanc Brothers & Company the property hereinafter described for the purpose of excavating and removing sand and/or earth fill therefrom, which tract of land herein leased for said purposes is described as follows, to-wit:

A certain tract of land situated and being a portion of the batture of Point Roussas Plantation in Section 1, Township 11 South, Range 15 East, Ascension Parish, Louisiana and being more particularly described as an area of land between River Stations 210 and 270, excluding the excavation site of AAA Contracting Company, Inc. and being adjacent to and south of that certain 21.44 acre tract which was leased by Crawford & Thibaut, Inc. as Lessor to LeBlanc Brothers & Company as Lessee, by previous instrument, the superficial area to which rights are hereby granted for excavation of sand and/or earth fill being 10.83 acres.

The term of the lease shall be for a period of seven (7) years and six (6) months from date of the execution of this instrument by Crawford & Thibaut, Inc. or until such time as the entire 10.83 acres have been excavated by Lessee, LeBlanc Brothers & Company, whichever date shall occur the earlier.

Notwithstanding anything to the contrary, it is understood that all rights of LeBlanc Brothers & Company shall expire ipso facto with the expiration of the seven (7) year six (6) month term of this lease, irrespective as to whether any or all of the sand and/or earth fill has been excavated and removed from the leased area during the term of this lease. Crawford & Thibaut, Inc. shall have the right to use the tract subject to said lease for grazing as long as said possession does not interfere with the operations of LeBlanc Brothers & Company in their use of said property for the purpose granted by said lease.

LeBlanc Brothers & Company shall have the right of ingress and egress for the purpose of excavating and removing the sand and/or earth fill from said leased tract over and across the Mississippi River Levee at such points selected by Lessee, providing gates and fences are maintained.

LeBlanc Brothers & Company shall obtain all necessary permits and licenses for the excavation of and removal of the sand and/or earth fill and shall comply with all governmental regulations in connection therewith, particularly, but not by way of limitation, the U. S. Corps of Engineers, Louisiana Department of Public Works, and the Lafourche Basin Levee District.

LeBlanc Brothers & Company shall be solely responsible for their operations on the leased premises for the terms of the lease for injury or damage to person or property occasioned thereby and agrees to hold Crawford & Thibaut, Inc. harmless from any such liability which arises out of the lease operations conducted by LeBlanc Brothers & Company.

In the exercise of the rights herein granted by Lessor to Lessee, Lessee shall conduct no operations which shall interfere with the rights conferred on Ormet Corporation by Crawford & Thibaut, Inc. under and by virtue of that certain lease agreement made by and between Crawford & Thibaut, Inc. and Ormet Corporation, dated March 17, 1969, and recorded in C.O.B. 215, folio 51C, Acconson Parish, Louisiana. In the event Crawford & Thibaut, Inc. should sell or otherwise dispose of all or part of Point Houmas Plantation and of which the leased premises are part hereof, then, and in that event, Crawford & Thibaut, Inc. or the transferee shall have the right, privilege and option to terminate the lease upon the following terms and conditions: (1) Crawford & Thibaut, Inc., or transferee shall give LeBlanc Brothers & Company written notice of lease 90 days in advance of the date of termination and (2) Crawford & Thibaut, Inc., or transferee shall pay to LeBlanc Brothers & Company a sum equal to \$1,000.00 for each and every acre of the leased premises which has not been excavated and the sand and/or earth fill removed.

The right to specific performance of this agreement is granted to both parties hereto.

IN EVIDENCE WHEREOF, witness the signatures of JESSE LOBLANC, W. HARDEE LOBLANC, GORDON S. LOBLANC and WILLIAM H. LOBLANC, JR., individually and for and on behalf of LeBlanc Brothers & Company in the Parish of East Baton Rouge, State of Louisiana on the 4th day of August, 1970; and of THOMAS A. THIBAUT as President of CRAWFORD & THIBAUT, INC. in the Parish of Ascension, State of Louisiana on the 14th day of July, 1970.

WITNESSES to the signature of JESSE LOBLANC, W. HARDEE LOBLANC, GORDON S. LOBLANC and WILLIAM H. LOBLANC, JR., individually and for and on behalf of LOBLANC BROTHERS & COMPANY

LEBLANC BROTHERS & COMPANY

JESSE LOBLANC, individually and for and on behalf of LOBLANC BROTHERS & COMPANY

Susan A. Parker
Hubert L. Beaumont

BY: W. Hardee LeBlanc
W. HARDEE LOBLANC, individually and for and on behalf of LOBLANC BROTHERS & COMPANY

BY: Gordon S. LeBlanc
GORDON S. LOBLANC, individually and for and on behalf of LOBLANC BROTHERS & COMPANY

BY: William H. LeBlanc, Jr.
WILLIAM H. LOBLANC, JR., individually and for and on behalf of LOBLANC BROTHERS & COMPANY

WITNESSES to the signature of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC.

CRAWFORD & THIBAUT, INC.

Maria Antoinette
Quentero, Sauder

BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: JESSE LOBLANC, W. HARDEE LOBLANC, GORDON S. LOBLANC and WILLIAM H. LOBLANC, JR., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that they

are partners of LOBLANO BROTHERS & COMPANY; that they signed the foregoing instrument individually and for and on behalf of said company as their free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearers and the said witnesses have hereunto affixed their signatures on this 4th day of August, 1970.

WITNESSES:

Jessie Leblanc
and
William H. Leblanc, Jr.

LOBLANO BROTHERS & COMPANY
BY: Jessie Leblanc
JESSIE LOBLANO, individually
and for and on behalf of
Loblano Brothers & Company

BY: William H. Leblanc, Jr.
W. HANDEE LOBLANO, individu-
ally and for and on behalf
of Loblano Brothers & Company

BY: Gordon S. Leblanc
GORDON S. LOBLANO, individually
and for and on behalf of
Loblano Brothers & Company

BY: William H. Leblanc, Jr.
WILLIAM H. LOBLANO, JR.,
individually and for and
on behalf of Loblano
Brothers & Company

John P. Blomquist
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ASCENSION:

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared: THOMAS A. THIBAUT, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is the President of CRANFORD & THIBAUT, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearer and the said witnesses have hereunto affixed their signatures on the 4th day of July, 1970.

WITNESSES:

Maria A. Haquinich
Quaranta

CRANFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, its
President

Francis J. Pettit
NOTARY PUBLIC

EXCERPT FROM THE MINUTES OF THE
SPECIAL MEETING OF THE BOARD OF
DIRECTORS OF CRAWFORD & THIBAUT,
INC. IN DONALDSONVILLE, LOUISIANA,
HELD ON ~~December 22~~, 1940,
AT TEN O'CLOCK A.M.

The following resolution was introduced by James H. Thibaut, who moved its adoption, and which motion was seconded by Thomas A. Thibaut, and being submitted to a vote, was unanimously adopted:

RESOLVED that THOMAS A. THIBAUT, President of this corporation, be and he is hereby authorized and empowered for and on behalf of this corporation to enter into an Act of Exchange between Crawford & Thibaut, Inc. and LeBlanc Brothers & Company. And in order to accomplish such purpose, or for any other purpose, that the said President of this corporation is hereby authorized and empowered to execute said Act of Exchange bearing upon such terms, conditions and provisions, as in his absolute discretion may seem necessary and advisable.

BE IT FURTHER RESOLVED that in said Act of Exchange Crawford & Thibaut, Inc. shall receive full title, free and clear of all mortgages, liens and encumbrances in and to the following described property, to-wit:

An undivided one half interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaul, lower side by John Spencer tract and Pedesclaux Plantation, in front by said river and in rear by Ison Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 11, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less.

And in exchange therefor Crawford & Thibaut, Inc. shall grant to LeBlanc Brothers & Company a lease for the purposes of excavating and removing sand and/or earth fill therefrom; said

lease shall be on such terms, conditions and provisions as the President may in his absolute discretion deem necessary and advisable; said lease to bear upon and affect the following described property, to-wit:

A certain tract of land situated and being a portion of the estate of Point Hougas Plantation in Section 1, Township 14 North, Range 15 East, Ascension Parish, Louisiana and being more particularly described as an area of land between River Stations 210 and 270, excluding the excavation site of AAA Contracting Company, Inc. and being adjacent to and south of that certain 21.40 acre tract which was leased by Crawford & Thibaut, Inc. as Lessor to Loblane Brothers & Company as Lessee, by previous instrument, the superficial area to which rights are hereby granted for excavation of sand and/or earth fill being 10.83 acres.

I, James H. Thibaut, do hereby certify that I am the duly qualified Secretary of the Board of Directors of Crawford & Thibaut, Inc.; I further certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of Crawford & Thibaut, Inc. at a meeting held by the Board of Directors duly called and convened and held in Donaldsonville, Louisiana, on the 23rd day of December, 1969, whereat a quorum of the Board of Directors was present and that the same has not been revoked or rescinded.

Witness my signature and the seal of said corporation at Donaldsonville, Louisiana, this 23rd day of August, 1970.

James H. Thibaut
JAMES H. THIBAUT, Secretary

Recorded from the original on file this the 10th day of August, 1970
Kermit Hart Bourjos
KERMIT HART BOURJOS
CLERK AND RECORDER

APR 14 1971

109837

839

STATE OF LOUISIANA

PARISH OF Ascension

BE IT KNOWN AND REMEMBERED, That I, H. W. WAQUESPAK
 Sheriff and ex officio Tax Collector of the Parish of _____
 State of Louisiana, in the name of the State, and by virtue of the power and authority in me vested by
 the Constitution and laws of the State of Louisiana, and in pursuance of the requirements of Chapters
 1-5, inclusive, of Title 47 of the Revised Statutes of 1950, as amended; that having published, mailed
 or delivered the notices as required by LSA-R.S. 47:2180, and having strictly complied with each and
 every requirement of said law prescribed in the premises relating to delinquent taxes and taxpayers, and
 to seizure, advertisement and sale of property thereof, in full as well as all amendatory laws, I did, in
 the manner directed in LSA-R.S. 47:2181, advertise in the Gonzales Weekly
 a newspaper published in the town of _____ in the Parish of
Ascension to be sold for State, District Levee and Parish Taxes, with
 interests and costs, at the principal front door of the Courthouse of this Parish of _____
Ascension on April 7 A. D. 19 71 beginning at 11
 o'clock a.m., giving notice to all parties in interest, and that said advertisement appeared in the issue of
 said newspaper from the 26th day of February to the 2nd day of April
1971, and in said list as advertised the following described lands, appeared in the name of the following
 parties that was not sold after offering it at public auction at the principal door of the Courthouse, at
Donaldsonville in said Parish of Ascension
 on said 7th day of April, 19 71, and there being no purchaser to said property,
 and after complying with the requirements of the law and having offered said properties in the manner
 required by LSA-R.S. 47:2181, for sale as above set forth, the following described lands in the Parish
 of Ascension remained unsold, there being no bidders therefor;
 said properties being assessed to the following named persons as per assessments on file in my office, and
 are described as follows:

STATE OF LOUISIANA

PARISH OF Ascension

PROPERTY ADJUDICATED TO THE STATE

FOR UNPAID TAXES, 19 70

When Sold April 7, 1971

When Recorded 4/21/71

COB Folio at sq.

Filed in Land Office

STATE OF LOUISIANA
PARISH OF ASCENSION

Filed
July 15th, 1950
at 10.13 o'clock
Henry G. Dugas
Clerk

BE IT KNOWN, that on this, the 1st day of April, 1950, before me, George R. Blum, a Notary Public, duly commissioned, sworn and qualified, in and for the Parish and State aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

THIBAUT AND CRAWFORD, a commercial partnership, domiciled in the Parish of Ascension, Louisiana, appearing herein by and through all of the individual members composing said partnership, to-wit:

- A. S. CRAWFORD, of legal age,
- DUBOURG THIBAUT, of legal age,
- THOMAS THIBAUT, of legal age,
- JAMES H. THIBAUT, of legal age,
- DAVID THIBAUT, of legal age,

domiciled in and residents of the Parish of Ascension, State of Louisiana;

- BRONIER THIBAUT, of legal age,
- JOHN E. THIBAUT, of legal age,
- MARGARITE THIBAUT, of legal age,

domiciled in and residents of the Parish of Assumption, State of Louisiana;

- MRS. F. M. SMITH, of legal age,

domiciled in and a resident of the Parish of Lafourche, State of Louisiana;

- MRS. MARY RIEVES, of legal age,

domiciled in and a resident of the Parish of Orleans, State of Louisiana;

- MRS. JANE BOYCE, of legal age,

domiciled in and a resident of the Parish of East Baton Rouge, Louisiana;

who declared that said partnership, Thibaut and Crawford, is the owner of the following described property, to-wit:

A certain plantation situated and located in the Parish of Ascension, State of Louisiana, known as the "Point Houmas" about five (5) miles below the City of Donaldsonville on the West side of the Mississippi River, containing NINE HUNDRED (900) ACRES, more or less, together with the batture in front thereof, bounded above by the lands now or formerly of the heirs of Eugene LaCroix and below by lands now or formerly of Mrs. Pedesclaux, together with all the buildings and improvements thereon, consisting of residences, store, cabins, stables, outhouses, etc.

Being the same property...

July 15, 1950
at 10:13 1/2 o'clock
Henry G. Sugar
Clerk

BE IT KNOWN, that on this, the 1st day of April, 1950, before me, George R. Blum, a Notary Public, duly commissioned, sworn and qualified, in and for the Parish and State aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

THIBAUT AND CRAWFORD, a commercial partnership, domiciled in the Parish of Ascension, Louisiana, appearing herein by and through all of the individual members composing said partnership, to-wit:

- A. S. CRAWFORD, of legal age,
- DUBOURG THIBAUT, of legal age,
- THOMAS THIBAUT, of legal age,
- JAMES H. THIBAUT, of legal age,
- DAVID THIBAUT, of legal age,

domiciled in and residents of the Parish of Ascension, State of Louisiana;

- BRONIER THIBAUT, of legal age,
- JOHN E. THIBAUT, of legal age,

MARGARITE THIBAUT, of legal age,

domiciled in and residents of the Parish of Assumption, State of Louisiana;

MRS. F. M. SMITH, of legal age,

domiciled in and a resident of the Parish of Lafourche, State of Louisiana;

MRS. MARY FIEVES, of legal age,

domiciled in and a resident of the Parish of Orleans, State of Louisiana;

MRS. JANE BOYCE, of legal age,

domiciled in and a resident of the Parish of East Baton Rouge, Louisiana;

who declared that said partnership, Thibaut and Crawford, is the owner of the following described property, to-wit:

A certain plantation situated and located in the Parish of Ascension, State of Louisiana, known as the "Point Houmas" about five (5) miles below the City of Donaldsonville on the West side of the Mississippi River, containing NINE HUNDRED (900) ACRES, more or less, together with the batture in front thereof, bounded above by the lands now or formerly of the heirs of Eugene LaCroix and below by lands now or formerly of Mrs. Pedesclaux, together with all the buildings and improvements thereon, consisting of residences, store, cabins, stables, outhouses, etc. Being the same property which was acquired by Dubourg Thibaut and Alexander Crawford from Benjamin B. McCroskey, on June 8, 1936, by act recorded in C.O.B. 74, folio 474.

Together with all livestock, tools, implements, equipment, trucks and tractors situated thereon, more specifically described and set out on the books of said partnership.

All cash in bank, accounts receivable and any and all domestic stock owned by said partnership, and any and all deferred expenses on 1950 sugar cane crop, all of which is shown in detail and more specifically shown by reference to the books of said partnership.

Said appearer further declares that it did and does by these presents grant, bargain, sell, convey, assign, set over and deliver unto

CRAWFORD AND THIBAUT, INC., a corporation duly organized under the laws of the State of Louisiana, domiciled in the Parish of Ascension, Louisiana, appearing by and through Dubourg Thibaut, its President, duly authorized to appear and act herein on behalf of said corporation, here present accepting and purchasing for itself, its heirs and assigns, and acknowledging due delivery and possession of the above and foregoing described property.

TO HAVE AND TO HOLD the said property unto the said purchaser, Crawford and Thibaut, Inc., its heirs and assigns, in full property forever, free from any lien, mortgage or encumbrance whatever, except as shown hereinafter, with full and general warranty of title and with full subrogation to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of FORTY-EIGHT THOUSAND AND 00/100 (\$48,000.00) DOLLARS, which has been paid by the transfer and delivery of Forty-Eight Thousand and 00/100 (\$48,000.00) Dollars of capital stock of the vendee corporation, Crawford and Thibaut, Inc., the said capital stock being transferred and delivered to the following vendors, to-wit:

<u>NAME</u>	<u>CAPITAL STOCK</u>	
	<u>PREFERRED</u>	<u>COMMON</u>
A. S. Crawford	180	60
Dubourg Thibaut	36	12
Thomas Thibaut	18	6
David Thibaut	18	6
Mrs. F. M. Smith	18	6
Bronier Thibaut	24	8
John E. Thibaut	12	4
Margarite Thibaut	12	4
Mrs. Mary Rieves	12	4
Mrs. Jane Boyce	12	4
James H. Thibaut	18	6

The vendors acknowledge receipt of the consideration or of the said capital stock, and good acquittance and discharge is given for the same.

The real estate transferred herein being valued at the sum of Seventeen Thousand and 00/100 (\$17,000.00) Dollars, Internal Revenue Stamps in the sum of Eighteen and 70/100 (\$18.70) Dollars have been affixed hereto and canceled, according to law.

The parties to this act dispense with the production of the mortgage certificate and exonerate me, Notary, from all responsibility on account of the non-production of the same.

All taxes on said property have been paid, as evidenced by the tax receipts of the tax collector.

THUS DONE AND PASSED in the Parish of Ascension, State of Louisiana, on the day, month and year first above written, in the presence of Adrien A. Markand Jr. and Mrs. Louise D. Benoit, good and competent witnesses, who, together with appearers and me, Notary, have signed these presents after due reading of the whole.

WITNESSES:

Adrien A. Markand Jr.
Mrs. Louise D. Benoit

THIBAUT AND CRAWFORD

By: A. S. Crawford
A. S. Crawford, Member and Individually

Dubourg Thibaut
Dubourg Thibaut, Member and Individually

Thomas Thibaut
Thomas Thibaut, Member and Individually

James H. Thibaut
James H. Thibaut, Member and Individually

David Thibaut
David Thibaut, Member and Individually

Bronier Thibaut
Bronier Thibaut, Member and Individually

John E. Thibaut
John E. Thibaut, Member and Individually

Margarite Thibaut
Margarite Thibaut, Member and Individually

Mrs. N. M. Smith
Mrs. N. M. Smith, Member and Individually

Mrs. Mary Rieves
Mrs. Mary Rieves, Member and Individually

Mrs. Jane Boyce
Mrs. Jane Boyce, Member and Individually

CRAWFORD AND THIBAUT, INC.

By: Dubourg Thibaut
Dubourg Thibaut, President

George A. Blum
Notary Public

3/17/69

98931

215/516

CONTRACT OF LEASE

PARISH OF ASCENSION,

STATE OF LOUISIANA.

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T. A. Thibaut, its President, hereinafter sometime referred to as "Lessor", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by W. J. Heckman, its Vice President, hereinafter sometime referred to as "Lessee",

W i t n e s s e t h:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank of the Mississippi River from a point 660 feet below Mileage Station 170 above Head of Passes, established by the Corps of Engineers in 1962, and extending 1400 feet down river from said point.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five years, commencing on December 1, 1967 and ending on November 30, 1972.

✓ Lessor shall have the right to terminate this lease upon thirty days written notice to Lessee.

The consideration for this lease shall be as follows:

Lessee shall pay to Lessor \$170.00 per month in advance on a quarterly basis. The rental shall be based upon a daily fleeting rate of \$2.00 per barge day. Any overage shall be pro-rated on an annual basis of 1020 barge days and paid at the rate of \$2.00 per barge day. Should there be any excess in the minimum rental, said amount should be paid within thirty days after the end of each year for which this contract is in existence. All barge dockage records shall be maintained by the Burnside Terminal subject to audit by Lessor.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the Leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, Witness the signature of CRAWFORD & THIBAUT, INCORPORATED, in the Parish of Ascension, State of Louisiana, on this 17th day of March, 1969.

and of ORMET CORPORATION in the County _____ of New York
State of New York, on this 8th day of December
1967, each in the presence of the undersigned competent
witnesses, after due reading of the whole.

WITNESSES:

Jean J. Quinn
Kenneth Hancock

CRAWFORD & THIBAUT, INCORPORATED

By: T. A. Thibaut
T. A. Thibaut, President

P. McArthur
Clare Bianchini

ORMET CORPORATION

By: W. J. Heckman

STATE OF LOUISIANA,
Assumption
PARISH OF ASCENSION.

ON THIS 17th day of March, 1969, before
me, appeared T. A. THIBAUT, to me personally known, who, being by
me first duly sworn, did say that he is the President of
CRAWFORD & THIBAUT, INCORPORATED and that said instrument was
signed in behalf of said corporation by authority of its Board of
Directors and said T. A. THIBAUT acknowledged said instrument to
be the free act and deed of said corporation.

Donald T. Carmouch
NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF NEW YORK

ON THIS 8th day of December, 1967, before
me, appeared W. J. Heckman, to me personally
known, who, being by me duly sworn, did say that he is the
Vice President of ORMET CORPORATION and that said

instrument was signed in behalf of said corporation by authority
of its Board of Directors and said W. J. Heckman
acknowledged said instrument to be the free act and deed of said
corporation.

E. Dorothy Johnson

NOTARY PUBLIC

E. DOROTHY JOHNSON
Notary Public, State of New York
No. 31-7095000
Qualified in New York County
Commission Expires March 30, 1968

R E S O L U T I O N

"BE IT RESOLVED by the Board of Directors of CRAWFORD & THIBAUT, INCORPORATED, a Louisiana Corporation, domiciled in Donaldsonville, Louisiana, that T. A. Thibaut, its President, be and he is hereby authorized and directed to enter into a contract of lease with ORMET CORPORATION on that certain Batture on the West Bank of the Mississippi River from a point 660 feet below Mileage Station 170 above Head of Passes, established by the Corps of Engineers in 1962, and extending 1400 feet down river from said point, said lease to be for mooring purposes and for a consideration of \$170.00 per month in advance on a quarterly basis. The rental shall be based upon a daily fleeting rate of \$2.00 per day (barge day). Any overage shall be pro-rated on an annual basis of 1020 barge days and paid at the rate of \$2.00 per barge day. The lease shall be for a term of five years."

I, J. H. THIBAUT, do hereby certify that I am Secretary of CRAWFORD & THIBAUT, INCORPORATED, and that the above and foregoing is a true and correct copy of the resolution adopted by the Board of Directors of said CRAWFORD & THIBAUT, INCORPORATED, at a meeting held the 17th day of March, 1969.
Donaldsonville, Louisiana, this 17th day of March, 1969.
J. H. Thibaut
S e c r e t a r y

Recorded from the original on file this the 14th day of March, 1969

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

CONTRACT OF LEASE

RECEIVED

STATE OF LOUISIANA
PARISH OF ASCENSION

124174

1973 SEP 18 AM 9:31

HART BOURQUE
CLERK OF COURT
BY *D. Thomas*
DY. CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:
CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T. A. THIBAUT, its President, hereinafter sometime referred to as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by J. E. McGraw its Vice President, hereinafter sometime referred to as "LESSEE",

W I T N E S S E T H:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank of the Mississippi River, beginning at the down river boundary line of that certain property owned by Crawford & Thibaut, Inc. and known as Point Houmas Plantation, and extending up river a distance of 5280 feet.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five (5) years commencing on July 1, 1973 and ending on June 30, 1978.

Lessor shall have the right to terminate this lease upon thirty days written notice to Lessee.

The consideration for this Lease shall be as follows:
Lessee shall pay to Lessor \$1,000.00 per month in advance on a quarterly basis.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD & THIBAUT, INCORPORATED in the Parish of Ascension, State of Louisiana, on this 10th day of July, 1973, and of ORMET CORPORATION in the City of Burnside, State of Louisiana, on this 21st day of August, 1973, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

Alvin D. Paulay

Arthur P. Michel J.

J. R. [unclear]

[unclear]

CRAWFORD & THIBAUT, INCORPORATED

BY: T. A. Thibaut
T. A. THIBAUT, President

ORMET CORPORATION

BY: J. E. McGraw

STATE OF LOUISIANA
PARISH OF ASCENSION

ON THIS 10th day of July, 1973,
before me, appeared T. A. THIBAUT, to me personally known, who,
being by me first duly sworn, did say that he is the President
of CRAWFORD & THIBAUT, INCORPORATED and that said instrument was
signed in behalf of said corporation by authority of its Board
of Directors and said T. A. THIBAUT acknowledged said instrument
to be the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC

STATE OF Louisiana
COUNTY OF Ascension

ON THIS 21st day of August, 1973,
before me, appeared J. E. McGraw, to me personally
known who, being by me duly sworn, did say that he is the
Vice President of ORMET CORPORATION and that said instrument
was signed in behalf of said corporation by authority of its
Board of Directors and said J. E. McGraw acknowledged
said instrument to be the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC

Recorded from the original file this the 18th day of September 1973

[Signature]
KERMIT HART BOURQUE
CLERK AND RECORDER

CONTRACT OF LEASE

RECEIVED

STATE OF LOUISIANA

128675

1974 MAY -1 AM 10:42

PARISH OF ASCENSION

HARRY BOUNQUE
CLERK OF COURTBY H. Thomas
DY. CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:
CRAWFORD & THIBAUT, INCORPORATED, a corporation organized
and created under the laws of Louisiana, herein represented by
T. A. THIBAUT, its President, hereinafter sometime referred to
as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws
of the State of Delaware, authorized to do and doing business
in the State of Louisiana, domiciled in Wilmington, Delaware,
represented by J. S. Apostolina its President,
hereinafter sometime referred to as "LESSEE",

W I T N E S S E T H:

That Lessor does hereby lease, let and rent unto the
Lessee, and the Lessee does hereby hire and take for the price and
consideration and upon the terms and conditions hereinafter set
forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank
of the Mississippi River, beginning at the
down river boundary line of that certain
property leased by Crawford & Thibaut, Inc. and
known as Mon Desir Plantation and extending
up river a distance of 3550 feet.

It is distinctly understood and agreed that the purpose
for which this lease is granted is to secure mooring lines of
barges and other vessels on the Mississippi River and that Lessor
will have the full and uninterrupted use of the property herein
described for any and all other purposes which do not interfere
with Lessee's operations.

This lease shall be for a term of four (4) years commencing
on April 1, 1974 and ending on May 31, 1978.

Lessor shall have the right to terminate this lease upon
thirty days written notice to Lessee.

The consideration for this Lease shall be as follows:
Lessee shall pay to Lessor \$672.35 per month in advance on a
quarterly basis.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD & THIBAUT, INCORPORATED in the Parish of Ascension, State of Louisiana, on this 9th day of April, 1974, and of ORMET CORPORATION in the City of Hannibal, State of Ohio, on this 24th day of April, 1974, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

Cyrus W. Landry
Arthur P. Michel Jr.
Betha G. Potts
F. R. DuBois

CRAWFORD & THIBAUT, INCORPORATED
BY: J. A. Thibaut
J. A. THIBAUT, President

ORMET CORPORATION
BY: J. A. [Signature]

STATE OF LOUISIANA

PARISH OF ASCENSION

ON THIS 9th day of April, 1974,

before me, appeared T. A. THIBAUT, to me personally known, who, being by me first duly sworn, did say that he is the President of CRAWFORD & THIBAUT, INCORPORATED and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said T. A. THIBAUT acknowledged said instrument to be the free act and deed of said corporation.

Donald T. Canale
NOTARY PUBLIC

STATE OF Ohio

COUNTY OF Monroe

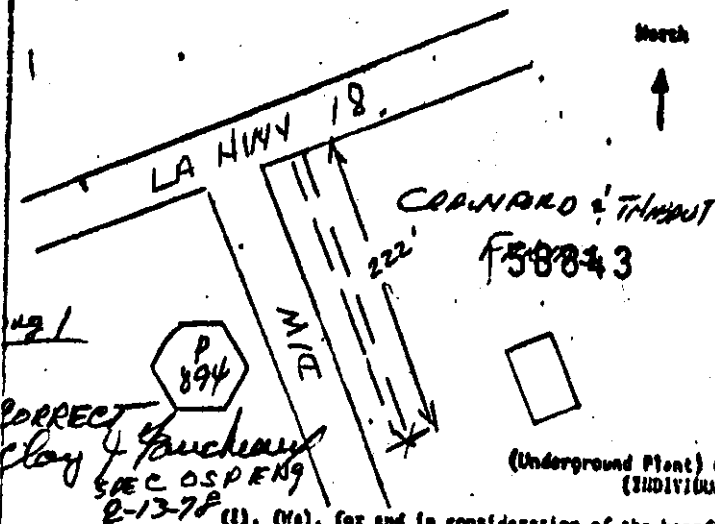
ON THIS 24th day of April, 1974,

before me, appeared J. S. Apantolina, to me personally known who, being by me duly sworn, did say that he is the

President of ORMET CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said J. S. Apantolina acknowledged said instrument to be the free act and deed of said corporation.

J. L. E. Snore
NOTARY PUBLIC
J. L. E. SNORE, Monroe County, Ohio
My Commission Expires Nov. 24, 1976

Recorded from the original of file this the 1st day of May 1974.
Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER



North ↑

Name and Address of Grantor: CRAWFORD & THURANT FARMS
20 OLD HICK MILLS
DONALDSONVILLE, LA 70346

Toll Line _____

Exchange Line: MONROEVILLE (WVAV)

The Property is RECEIVED the line enters and leaves this property by the Property of: ALICE J. REULLET

LA HWY 18 on the NW and SW corners of the SEC 15 Twp 13 N R 30 E

Authority: 2788 BE State of Louisiana

Area: 2.00 AC

Approved: _____

Title: BY CLERK AT COURT

Form 848-4/4-74 R

(Underground Plant) GENERAL PERMIT (INDIVIDUAL)

(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 poles necessary above or below ground appurtenances as are required within a strip of land 6 feet in width upon, across, over and/or under that certain tract of land situated in ASCENSION Parish, State of Louisiana; 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.

The location of said strip of land on said tract of land is more particularly described as follows: 5' WIDE STRIP OF LAND LYING BETWEEN OR
TO HWY 18 PARALLEL TO EXISTING DIN LINE APPROX. 222'

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 LOCATED NE
OF HWY 18 BOUNDED ON THE WEST AND
WEST BY GRANTOR

Section 1 Township 11S Range 3E
 all of which is shown on (above) (attached) sketch.

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.

This done and signed in the presence of the undersigned competent witnesses on this 10 day of July, 19 78.

Witnesses: Francis Bourque Ray A. DuBois
Ray A. DuBois
 Grantor OVERSEER

STATE OF LOUISIANA
 PARISH OF TERRIBOND

BEFORE ME, the undersigned authority, personally came and appeared FRANK BONAZZO who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of RAY A. DUBOIS to the above and foregoing document; that he saw the said RAY A. DUBOIS execute the said document and that he appeared signed same, together with the other subscribing witness.

Witness by hand and seal this 04 day of April, 19 78
[Signature]
 Notary Public

DATE RECORDED _____ CONVEYANCE BOOK NO. _____ ENTRY NO. _____

90

Recorded from the original on file this the 30th day of MAY 1978
[Signature]
 KERRIT HART BOURQUE
 CLERK AND RECORDER

4/10/70

ACT OF EXCHANGE UNITED STATES OF AMERICA
 BETWEEN LOBLANC BROTHERS & COMPANY STATE OF LOUISIANA
 and CRAWFORD & THIBAUT, INC. PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED THAT:

LOBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, State of Louisiana, composed of JESSE LOBLANC, W. HARDEE LOBLANC, GORDON S. LOBLANC and WILLIAM R. LOBLANC, JR., (the last named being a partner in commendam), represented by all of said partners, appearing herein individually, and for and on behalf of LeBlanc brothers & Company, and

CRAWFORD & THIBAUT, INC., a domestic corporation, domiciled in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by a resolution of the Board of Directors, a certified copy of said resolution being annexed hereto and made part hereof, who declare that they did and do, by these presents, make an exchange of properties and rights on the expressed terms and conditions hereinafter set forth as follows, to-wit:

For and in consideration of the transfer to LeBlanc Brothers & Company of the lease rights hereinafter set forth, the said LeBlanc Brothers & Company does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto Crawford & Thibaut, Inc., the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, at about six miles below the Town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Saunier; and below by the locality known as Lemaville, together with all the buildings and improvements thereon, containing 26.9 acres, more or less, being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courreges by deed recorded in C.O.B. 71, folio 156 of Ascension Parish. Further being the same property more fully shown and set out on a map of survey made by Carl E. Heck, C.E., dated Oct. 24, 1969, a copy of which is annexed hereto and made part hereof. LESS AND EXCEPT: All oil, gas and other minerals in and under the above described property,

free and clear of all mortgages, liens and encumbrances of any nature whatsoever.

And now for and in consideration of the transfer to Crawford & Thibaut, Inc. of the full title to the property hereinabove described, the said Crawford & Thibaut, Inc. does, by these presents, hereby lease, lets and rents to LeBlanc Brothers & Company the property hereinafter described for the purpose of excavating and removing sand and/or earth fill therefrom, which tract of land herein leased for said purposes is described as follows, to-wit:

A certain tract of land situated and being a portion of the bottom of Point House Plantation in Section One, Township 11 South, Range 15 East, Ascension Parish, Louisiana, and more particularly described as an area of land between River Stations 210 and 270, excluding the excavating site of AAA Contracting Company, the superficial area to which rights are hereby granted for the excavation of sand and/or earth fill being 21,440 acres.

The term of the lease shall be for a period of seven (7) years and six (6) months from date of the execution of this instrument by Crawford & Thibaut, Inc. or until such time as the entire 21,440 acres have been excavated by Lessee, LeBlanc Brothers & Company, which ever date shall occur the earlier.

Notwithstanding anything to the contrary, it is understood that all rights of LeBlanc Brothers & Company shall expire ipso facto with the expiration of the seven (7) year six (6) month term of this lease, irrespective as to whether any or all of the sand and/or earth fill has been excavated and removed from the leased area during the term of this lease. Crawford & Thibaut, Inc. shall have the right to use the tract subject to said lease for grazing as long as said possession does not interfere with the operations of LeBlanc Brothers & Company in their use of said property for the purpose granted by said lease.

LeBlanc Brothers & Company shall have the right of ingress and egress for the purpose of excavating and removing the sand and/or earth fill from said leased tract over and across the Mississippi River Levee at such points selected by Lessee, providing gates and fences are maintained.

LeBlanc Brothers & Company shall obtain all necessary permits and licenses for the excavation of and removal of the sand and/or earth fill and shall comply with all governmental

regulations in connection therewith, particularly, but not by way of limitation, the U.S. Corps of Engineers, Louisiana Department of Public Works, and the Lafourche Basin Levee District.

LeBlanc Brothers & Company shall be solely responsible for their operations on the leased premises for the terms of the lease for injury or damage to person or property occasioned thereby and agrees to hold Crawford & Thibaut, Inc. harmless from any such liability which arises out of the lease operations conducted by LeBlanc Brothers & Company.

In the exercise of the rights herein granted by Lessor to Lessee, Lessee shall conduct no operations which shall interfere with the rights conferred on Ormet Corporation by Crawford & Thibaut, Inc. under and by virtue of that certain lease agreement made by and between Crawford & Thibaut, Inc. and Ormet Corporation, dated March 17, 1969, and recorded in C.O.B. 215, folio 516, Ascension Parish, Louisiana. In the event Crawford & Thibaut, Inc. should sell or otherwise dispose of all or part of Point Houman Plantation and of which the leased premises are part hereof, then, and in that event, Crawford & Thibaut, Inc. or the transferee shall have the right, privilege and option to terminate the lease upon the following terms and conditions: (1) Crawford & Thibaut, Inc., or transferee shall give LeBlanc Brothers & Company written notice of lease 90 days in advance of the date of termination and (2) Crawford & Thibaut, Inc., or transferee shall pay to LeBlanc Brothers & Company a sum equal to \$1,000.00 for each and every acre of the leased premises which has not been excavated and the sand and/or earth fill removed.

The right to specific performance of this agreement is granted to both parties hereto.

IN EVIDENCE WHEREOF, witness the signatures of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBLANC

BROTHERS & COMPANY in the Parish of East Baton Rouge, State of Louisiana, on the 26th day of March, 1970; and of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC. in the Parish of Ascension, State of Louisiana, on the 26th day of March, 1970.

WITNESSES to the signatures of JESSIE LOBLANG, W. HARDEE LOBLANG, GORDON S. LOBLANG and WILLIAM H. LOBLANG, JR., individually and for and on behalf of LOBLANG BROTHERS & COMPANY

Syble P. Campbell
Keith C. Simeon

BY: Jessie Loblanc
JESSIE LOBLANG, individually and for and on behalf of LOBLANG BROTHERS & COMPANY

BY: W. Hardee Loblanc
W. HARDEE LOBLANG, individually and for and on behalf of LOBLANG BROTHERS & COMPANY

BY: Gordon S. Loblanc
GORDON S. LOBLANG, individually and for and on behalf of LOBLANG BROTHERS & COMPANY

BY: William H. Loblanc, Jr.
WILLIAM H. LOBLANG, JR., individually and for and on behalf of LOBLANG BROTHERS & COMPANY

WITNESSES to the signature of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC.

Marie B. Williams
Jeanette B. Wilson

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: JESSIE LOBLANG, W. HARDEE LOBLANG, GORDON S. LOBLANG and WILLIAM H. LOBLANG, JR., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that they are partners of LOBLANG BROTHERS & COMPANY; that they signed the foregoing instrument individually and for and on behalf of said company as their free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearance and the said witnesses have hereunto

affixed their signatures on the 25th day of March, 1970.

WITNESSES:

Sybil P. Campbell
Paul A. Spencer

LEBLANC BROTHERS & COMPANY

BY: Jesse LeBlanc
JESSE LeBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY

BY: W. Mande LeBlanc
W. MANDEE LeBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY

BY: Horton S. LeBlanc
HORTON S. LeBLANC, individually
and for and on behalf of
LEBLANC BROTHERS & COMPANY

BY: William H. LeBlanc, Jr.
WILLIAM H. LeBLANC, JR.,
individually and for and on
behalf of LEBLANC BROTHERS &
COMPANY

J. J. LaRocca, Jr.
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared: THOMAS A. THIBAUT, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is the President of CRAWFORD & THIBAUT, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearer and the said witnesses have hereunto affixed their signatures on the 26th day of March, 1970.

WITNESSES:

David A. LeBlanc
Jeanette M. Ligon

CRAWFORD & THIBAUT, INC.

BY: Thomas A. Thibaut
THOMAS A. THIBAUT, Inc
President

J. J. LaRocca, Jr.
NOTARY PUBLIC

EXCERPT FROM THE MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CRAWFORD & THIBAUT, INC. IN DONALDSONVILLE, LOUISIANA, HELD ON December 23, 1969, AT ONE O'CLOCK A.M.

The following resolution was introduced by James H. Thibaut, who moved its adoption, and which motion was seconded by Thomas A. Thibaut, and being submitted to a vote, was unanimously adopted:

RESOLVED that THOMAS A. THIBAUT, President of this corporation, be and he is hereby authorized and empowered for and on behalf of this corporation to enter into an Act of Exchange between Crawford & Thibaut, Inc. and LeBlanc Brothers & Company. And in order to accomplish such purpose, or for any other purposes, that the said President of this corporation is hereby authorized and empowered to execute said Act of Exchange bearing upon such terms, conditions and provisions, as in his absolute discretion may seem necessary and advisable.

BE IT FURTHER RESOLVED that in said Act of Exchange Crawford & Thibaut, Inc. shall receive full title, free and clear of all mortgages, liens and encumbrances in and to the following described property, to-wit:

A certain tract of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, at about six miles below the Town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by land now or formerly of John N. Boudrot and below by the locality known as Leavenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less. Being the same property acquired by Pasquale Palermo on January 8, 1931 from Mrs. Elina Courroges by deed recorded in C.S.B. 71, folio 156 of Ascension Parish.

Further being the same property more fully shown and set out on a map of survey made by Carl E. Hock, C. E., dated October 24, 1969, a copy of which is annexed hereto and made part hereof.

LESS AND EXCEPT: All oil, gas and other minerals in and under the above described property.

And in exchange therefor Crawford & Thibaut, Inc. shall grant to Leblanc Brothers & Company a lease for the purposes of excavating and removing sand and/or earth (fill therefrom; said lease shall be on such terms, conditions and provisions as the President may in his absolute discretion deem necessary and advisable; said lease to bear upon and affect the following described property, to-wit:

A certain tract of land situated and being a portion of the batture of Point Thomas Plantation in Section 08, Township 13 South, Range 15 East, Ascension Parish, Louisiana, and more particularly described as an area of land between River Stations 210 and 270, excluding the excavating site of AAA Contracting Company, the superficial area to which rights are hereby granted for the excavation of sand and/or earth fill being 21.540 acres.

I, James H. Thibaut, do hereby certify that I am the duly qualified Secretary of the Board of Directors of Crawford & Thibaut, Inc.; I further certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of Crawford & Thibaut, Inc. at a meeting held by the Board of Directors duly called and convened and held in Donaldsonville, Louisiana, on the 23rd day of December, 1969, whereat a quorum of the Board of Directors was present and that the same has not been revoked or rescinded.

Witness my signature and the seal of said corporation at Donaldsonville, Louisiana, this 26th day of March, 1970.

James H. Thibaut
JAMES H. THIBAUT, Secretary

Recorded from the original on file this the 10th day of August, 1970

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

8/19/70

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ACT OF EXCHANGE	UNITED STATES OF AMERICA
BETWEEN LOBLANC BROTHERS & COMPANY	STATE OF LOUISIANA
and	
CRAWFORD & THIBAUT, INC.	PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED THAT:

LOBLANC BROTHERS & COMPANY, a partnership domiciled in the Parish of Iberville, State of Louisiana, composed of JESSE LOBLANC, W. HENRIE LOBLANC, GORDON S. LOBLANC AND WILLIAM H. LOBLANC, JR., (the last named being a partner in commendam), represented by all of said partners, appearing herein individually and for and on behalf of LoBlanc Brothers & Company, and CRAWFORD & THIBAUT, INC., a domestic corporation, domiciled in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by a resolution of the BOARD OF DIRECTORS, a certified copy of said resolution being annexed hereto and made part hereof, who declare that they did and do, by these presents, make an exchange of properties and rights on the expressed terms and conditions hereinafter set forth as follow, to-wit:

For and in consideration of the transfer to LoBlanc Brothers & Company of the lease rights hereinafter set forth, the said LoBlanc Brothers & Company does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto Crawford & Thibaut, Inc., the following described property, to-wit:

An undivided one half interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaul, lower side by John Spencer tract

and Pedesclaux Plantation, in front by said river and in rear by Ison Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less,

free and clear of all mortgages, liens and encumbrances of any nature whatsoever.

And now for and in consideration of the transfer to Crawford & Thibaut, Inc. of the full title to the property hereinabove described, the said Crawford & Thibaut, Inc. does, by these presents, hereby lease, lets and rents to LeBlanc Brothers & Company the property hereinafter described for the purpose of excavating and removing sand and/or earth fill therefrom, which tract of land herein leased for said purposes is described as follows, to-wit:

A certain tract of land situated and being a portion of the batture of Point Houmas Plantation in Section 1, Township 11 South, Range 15 East, Ascension Parish, Louisiana and being more particularly described as an area of land between River Stations 210 and 270, excluding the excavation site of AAA Contracting Company, Inc. and being adjacent to and south of that certain 21.44 acre tract which was leased by Crawford & Thibaut, Inc. as Lessor to LeBlanc Brothers & Company as Lessee, by previous instrument, the superficial area to which rights are hereby granted for excavation of sand and/or earth fill being 10.83 acres.

The term of the lease shall be for a period of seven (7) years and six (6) months from date of the execution of this instrument by Crawford & Thibaut, Inc. or until such time as the entire 10.83 acres have been excavated by Lessee, LeBlanc Brothers & Company, whichever date shall occur the earlier.

Notwithstanding anything to the contrary, it is understood that all rights of LeBlanc Brothers & Company shall expire ipso facto with the expiration of the seven (7) year six (6) month term of this lease, irrespective as to whether any or all of the sand and/or earth fill has been excavated and removed from the leased area during the term of this lease. Crawford & Thibaut, Inc. shall have the right to use the tract subject to said lease for grazing as long as said possession does not interfere with the operations of LeBlanc Brothers & Company in their use of said property for the purpose granted by said lease.

LeBlanc Brothers & Company shall have the right of ingress and egress for the purpose of excavating and removing the sand and/or earth fill from said leased tract over and across the Mississippi River Levee at such points selected by Lessee, providing gates and fences are maintained.

LeBlanc Brothers & Company shall obtain all necessary permits and licenses for the excavation of and removal of the sand and/or earth fill and shall comply with all governmental regulations in connection therewith, particularly, but not by way of limitation, the U. S. Corps of Engineers, Louisiana Department of Public Works, and the Lafourche Basin Levee District.

LeBlanc Brothers & Company shall be solely responsible for their operations on the leased premises for the terms of the lease for injury or damage to person or property occasioned thereby and agrees to hold Crawford & Thibaut, Inc. harmless from any such liability which arises out of the lease operations conducted by LeBlanc Brothers & Company.

In the exercise of the rights herein granted by Lessor to Lessee, Lessee shall conduct no operations which shall interfere with the rights conferred on Ormet Corporation by Crawford & Thibaut, Inc. under and by virtue of that certain lease agreement made by and between Crawford & Thibaut, Inc. and Ormet Corporation, dated March 17, 1969, and recorded in C.O.B. 215, Folio 510, Ascension Parish, Louisiana. In the event Crawford & Thibaut, Inc. should sell or otherwise dispose of all or part of Point Houmas Plantation and of which the leased premises are part hereof, then, and in that event, Crawford & Thibaut, Inc. or the transferee shall have the right, privilege and option to terminate the lease upon the following terms and conditions: (1) Crawford & Thibaut, Inc., or transferee shall give LeBlanc Brothers & Company written notice of lease 90 days in advance of the date of termination and (2) Crawford & Thibaut, Inc., or transferee shall pay to LeBlanc Brothers & Company a sum equal to \$1,000.00 for each and every acre of the leased premises which has not been excavated and the sand and/or earth fill removed.

The right to specific performance of this agreement is granted to both parties hereto.

IN EVIDENCE WHEREOF, witness the signatures of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBlanc Brothers & Company in the Parish of East Baton Rouge, State of Louisiana on the 4th day of August, 1970; and of THOMAS A. THIBAUT as President of CRAWFORD & THIBAUT, INC. in the Parish of Ascension, State of Louisiana on the 14th day of July, 1970.

WITNESSES to the signatures of JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., individually and for and on behalf of LeBLANC BROTHERS & COMPANY

LeBLANC BROTHERS & COMPANY

BY: Jesse LeBlanc
JESSE LeBLANC, Individually and for and on behalf of LeBLANC BROTHERS & COMPANY

James H. Parker

BY: W. Hardee LeBlanc
W. HARDEE LeBLANC, Individually and for and on behalf of LeBLANC BROTHERS & COMPANY

Phillip L. Beaumont

BY: Gordon S. LeBlanc
GORDON S. LeBLANC, Individually and for and on behalf of LeBLANC BROTHERS & COMPANY

BY: William H. LeBlanc, Jr.
WILLIAM H. LeBLANC, JR., Individually and for and on behalf of LeBLANC BROTHERS & COMPANY

WITNESSES to the signature of THOMAS A. THIBAUT, as President of CRAWFORD & THIBAUT, INC.

CRAWFORD & THIBAUT, INC.

Marie Antoinette
Quaranta J. Landin

BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: JESSE LeBLANC, W. HARDEE LeBLANC, GORDON S. LeBLANC and WILLIAM H. LeBLANC, JR., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that they

are partners of LEBLANC BROTHERS & COMPANY; that they signed the foregoing instrument individually and for and on behalf of said company as their free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearers and the said witnesses have hereunto affixed their signatures on this 4th day of August, 1970.

WITNESSES:

Suzanne C. Rawls
Leitel R. Brumette

LEBLANC BROTHERS & COMPANY
BY: Jesse Leblanc
JESSE LEBLANC, individually
and for and on behalf of
Leblanc Brothers & Company

BY: W. Harold Leblanc
W. HAROLD LEBLANC, individu-
ally and for and on behalf
of Leblanc Brothers & Company

BY: Joseph S. Leblanc
JOSEPH S. LEBLANC, individual;
and for and on behalf of
Leblanc Brothers & Company

BY: William H. Leblanc, Jr.
WILLIAM H. LEBLANC, JR.,
individually and for and
on behalf of Leblanc
Brothers & Company

John P. R. Blanche
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared: THOMAS A. THIBAUT, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is the President of CRANFORD & THIBAUT, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearer and the said witnesses have hereunto affixed their signatures on the 4th day of July, 1970.

WITNESSES:

Maria A. Haquin
Quentin J. Haquin

CRANFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, its
President

Francis J. Pettit
NOTARY PUBLIC

EXCERPT FROM THE MINUTES OF THE
SPECIAL MEETING OF THE BOARD OF
DIRECTORS OF CRAWFORD & THIBAUT,
INC. IN DONALDSONVILLE, LOUISIANA,
HELD ON December 22, 1940,
AT TEN O'CLOCK A.M.

The following resolution was introduced by James H. Thibaut, who moved its adoption, and which motion was seconded by Thomas A. Thibaut, and being submitted to a vote, was unanimously adopted:

RESOLVED that THOMAS A. THIBAUT, President of this corporation, be and he is hereby authorized and empowered for and on behalf of this corporation to enter into an Act of Exchange between Crawford & Thibaut, Inc. and LeBlanc Brothers & Company. And in order to accomplish such purpose, or for any other purposes, that the said President of this corporation is hereby authorized and empowered to execute said Act of Exchange bearing upon such terms, conditions and provisions, as in his absolute discretion may seem necessary and advisable.

BE IT FURTHER RESOLVED that in said Act of Exchange Crawford & Thibaut, Inc. shall receive full title, free and clear of all mortgages, liens and encumbrances in and to the following described property, to-wit:

An undivided one half interest, but not necessarily limited thereto, in and to the following:

A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaul, lower side by John Spencer tract and Pedesclaux Plantation, in front by said river and in rear by Isom Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less.

And in exchange therefor Crawford & Thibaut, Inc. shall grant to LeBlanc Brothers & Company a lease for the purposes of excavating and removing sand and/or earth fill therefrom; said

lease shall be on such terms, conditions and provisions as the President may in his absolute discretion deem necessary and advisable; said lease to bear upon and affect the following described property, to-wit:

A certain tract of land situated and being a portion of the estate of Point Houmas Plantation in Section 1, Township 11 North, Range 15 East, Ascension Parish, Louisiana and being more particularly described as an area of land between River Stations 210 and 270, excluding the excavation site of AAA Contracting Company, Inc. and being adjacent to and south of that certain 21.44 acre tract which was leased by Crawford & Thibaut, Inc. as Lessor to Loblanc Brothers & Company as Lessee, by previous instrument, the superficial area to which rights are hereby granted for excavation of sand and/or earth fill being 10.83 acres.

I, James H. Thibaut, do hereby certify that I am the duly qualified Secretary of the Board of Directors of Crawford & Thibaut, Inc.; I further certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of Crawford & Thibaut, Inc. at a meeting held by the Board of Directors duly called and convened and held in Donaldsonville, Louisiana, on the 23rd day of December, 1969, whereat a quorum of the Board of Directors was present and that the same has not been revoked or rescinded.

Witness my signature and the seal of said corporation at Donaldsonville, Louisiana, this 4th day of August, 1970.


 JAMES W. THIBAUT, Secretary

Recorded from the original on file this the 10th day of August, 1970


 ROBERT HART BOUQUIES
 CLERK AND RECORDER

AUG 23 1972

CONTRACT OF LEASE

PARISH OF ASCENSION,
STATE OF LOUISIANA.

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between;

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized
and created under the laws of Louisiana, herein represented by T. A.
Thibaut, its President, hereinafter sometime referred to as "Lessor",
and

ORMET CORPORATION, a corporation organized under the laws
of the State of Delaware, authorized to do and doing business in the State
of Louisiana, domiciled in Wilmington, Delaware, represented by
J.S. Acostolina its President
hereinafter sometime referred to as "Lessee",

Witnesseth:

That Lessor does hereby lease, let and rent unto the Lessee,
and the Lessee does hereby hire and take for the price and consideration
and upon the terms and conditions hereinafter set forth, the following land
for fleeting purposes, to-wit:

That certain bature located on the west bank of the
Mississippi River from a point 2060 feet below Mileage
Station 170 above Head of Passes, established by the
Corps of Engineers in 1962, and extending 1400 feet
down river from said point.

It is distinctly understood and agreed that the purpose for
which this lease is granted is to secure mooring lines of barges and
other vessels on the Mississippi River and that Lessor will have the
full and uninterrupted use of the property herein described for any
and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five years, commencing on May 1, 1972 and ending on April 30, 1977

Lessor shall have the right to terminate this lease upon thirty days written notice to Lessee.

The consideration for this lease shall be as follows:

Lessee shall pay to Lessor \$170.00 per month in advance on a quarterly basis. The rental shall be based upon a daily floating rate of \$2.00 per barge day. Any overage shall be pro-rated on an annual basis of 1020 barge days and paid at the rate of \$2.00 per barge day. Should there be any excess in the minimum rental, said amount should be paid within thirty days after the end of each year for which this contract is in existence. All barge dockage records shall be maintained by the Burnside Terminal subject to audit by Lessor.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, Witness the signature of CRAWFORD & TREBAUT, INCORPORATED, in the Parish of Ascension, State of Louisiana, on this first day of May, 1972.

and of ORMET CORPORATION, in the City of Stamford
State of Connecticut, on this 11th day of July
1972, each in the presence of the undersigned competent witnesses,
after due reading of the whole.

WITNESSES:

Yvonne G. Goudin
Arthur P. Michel

CRAWFORD & THIBAUT, INCORPORATED
By: T. A. Thibaut
T. A. Thibaut, President

André Bonelli
Christine J. Thibaut

ORMET CORPORATION
By: James J. Spaulding
President

STATE OF LOUISIANA,
PARISH OF ASSUMPTION

ON THIS 7 day of August, 19 72, before
me, appeared T. A. THIBAUT, to me personally known, who, being by
me first duly sworn, did say that he is the President of CRAWFORD & THIBAUT,
INCORPORATED and that said instrument was signed in behalf of said
corporation by authority of its Board of Directors and said T. A. THIBAUT
acknowledged said instrument to be the free act and deed of said corporation.

Raymond J. Laroche
NOTARY PUBLIC

STATE OF CONNECTICUT

County of Fairfield

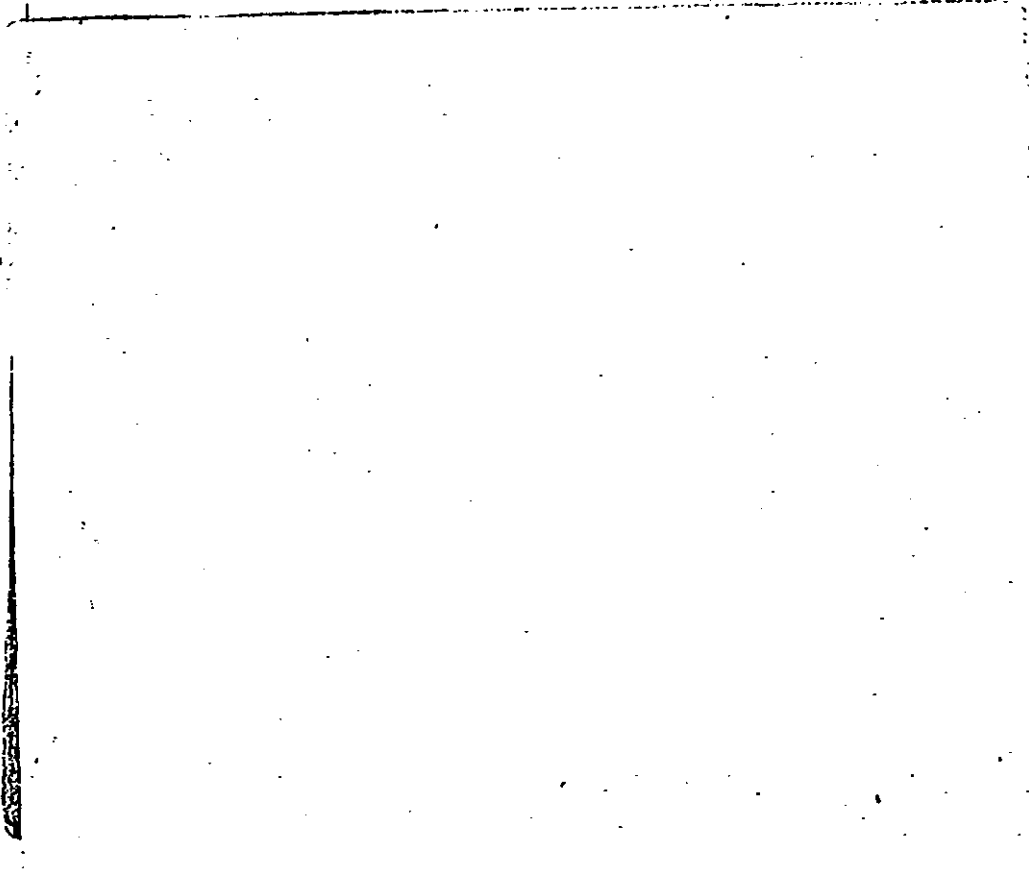
ON THIS 17th day of July, 1972

before me, appeared J. S. Apostolina, to me personally known, who, being by me duly sworn, did say that he is the President of ORMBT CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said

J. S. Apostolina acknowledged said instrument to be the free act and deed of said corporation.

Catherine Perret
NOTARY PUBLIC

Page 3



RESOLUTION

"BE IT RESOLVED by the Board of Directors of CRAWFORD & THIBAUT, INCORPORATED, a Louisiana Corporation, domiciled in Donaldsonville, Louisiana, that T. A. Thibaut, its President, be and he is hereby authorized and directed to enter into a contract of lease with ORMET CORPORATION on that certain Bature on the West Bank of the Mississippi River from a point 2050 feet below Mileage Station 170 above Head of Passes, established by the Corps of Engineers in 1952, and extending 1400 feet down river from said point, said lease to be for mooring purposes and for a consideration of \$170.00 per month in advance on a quarterly basis. The rental shall be based upon a daily floating rate of \$2.00 per day (barge day). Any overage shall be pro-rated on an annual basis of 1020 barge days and paid at the rate of \$2.00 per barge day. The lease shall be for a term of five years."

I, T. A. THIBAUT, do hereby certify that I am Secretary of CRAWFORD & THIBAUT, INCORPORATED, and that the above and foregoing is a true and correct copy of the resolution adopted by the Board of Directors of said CRAWFORD & THIBAUT, INCORPORATED, at a meeting held the 2nd day of August, 1972, Donaldsonville, Louisiana, this 2nd day of August, 1972.

T. A. Thibaut
Secretary

Recorded from the original on file this the 23rd day of August, 1972

Kenneth H. Bourque
KENNETH H. BOURQUE
CLERK AND RECORDER

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HARRY ROBERTSON
CLERK OF COURT
BY *[Signature]*
DY. CLERK OF COURT

LEASE BY CRAWFORD & THIBAUT, INC. UNITED STATES OF AMERICA
TO ROSS J. CAMPESI, d/b/a CRESCENT STATE OF LOUISIANA
K CATTLE COMPANY PARISH OF ASCENSION

THIS LEASE AND AGREEMENT, made and entered into, by and between CRAWFORD & THIBAUT, INC., a domestic corporation with its domicile in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by virtue of a resolution annexed hereto and made part hereof, hereinafter referred to as LESSOR, and ROSS J. CAMPESI, of legal age, married, husband of Marion Sandifer, d/b/a CRESCENT K CATTLE COMPANY, domiciled in the Parish of Iberville, State of Louisiana, hereinafter referred to as LESSEE:

FIRST: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, the following described property, to-wit:

All of the property referred to as batture and being all that property lying between Louisiana Highway No. 18 and the Mississippi River, appertaining to the plantations known as Pointe Houmas and Mon Desire Plantations, situated in the Parish of Ascension, State of Louisiana.

SECOND: The Lessee obligates himself to use the property for cattle grazing operations only and not to use the premises for any purpose that is unlawful or tends to injure or depreciate the property. Cattle grazing operations as herein defined shall include the right of Lessee to construct loading pens, corrals, living facilities for employees only and allied and related uses to Lessee's cattle operations.

THIRD: The primary term of this lease shall be for three (3) years, beginning January 1, 1973 and ending December 31, 1975, subject to earlier termination in accordance with the terms of this lease.

It is agreed, however, that Lessee shall have the right to enter possession of the leased premises immediately upon execution of this lease for the purpose of clearing, fencing,

and preparing the leased premises for use intended by this lease.

FOURTH: The Lessee obligates himself and undertakes at his sole cost and expense to do all work necessary to place the leased premises in suitable condition for a cattle grazing operation, including, but not by way of limitation, all work necessary in fencing the property, cross-fencing, preparing and seeding the land, providing all necessary drainage or field roads as Lessee may feel necessary, digging all water wells Lessee may deem necessary and all other things necessary to place said leased premises in suitable condition for cattle grazing in accordance with good practices existing in the cattle raising industry.

FIFTH: In consideration of the above and in consideration of the premises, the annual rental for the leased premises shall be as follows: For the rent years 1973 and 1974, an annual rental of \$1,100.00, payable in two rental installments of \$550.00 each, payable on January 1 and July 1 of each year. The annual rental for the third year of this lease is the sum of \$1,400.00, payable in two rental installments of \$700.00 each, payable on January 1 and July 1.

SIXTH: Lessee agrees to keep and maintain the leased premises in good condition in accordance with the general practices in leases for cattle grazing operations. Lessee shall maintain all ditches, fences, bridges, roads and water wells at his sole cost and expense.

In the event this lease remains in existence for the full three year primary term, then in that event all improvements in the nature of fencing, water well pipes and pens shall become the property of the Lessor without benefit of reimbursement of any nature to the Lessee.

In the event this lease is cancelled according to the early cancellation provisions herein provided before the

completion of the full three year primary term, then in that event all improvements in the nature of fencing, water well pipes and pens shall remain the property of the Lessee and Lessee shall have the right and privilege to remove said improvements from the leased premises within six (6) months from the date of the cancellation of said lease. In event said improvements are not removed within said six (6) months' period, then in that event said improvements shall become the property of the Lessor without benefit of reimbursement of any nature to the Lessee.

SEVENTH: The Lessee obligates and binds himself not to sublease the leased premises or assign this lease without written consent of Lessor.

EIGHTH: The right of pledge and detainer and the privilege granted by law is recognized by the Lessee, and it shall rest and remain in the Lessor's favor on all stock situated on the leased premises and the proceeds of same for the protection of Lessor and until the full performance of this entire contract.

NINTH: In case of default by the Lessee in any of the obligations herein contracted, Lessor shall give Lessee notice thereof in writing. If said default is not rectified by Lessee within 30 days, then the rent for the whole unexpired term of the lease shall, at the option of the Lessor, become immediately due and exigible, and the Lessee shall pay the fees of the attorney who may be employed by the Lessor to enforce the same, said fees being fixed at ten per cent (10%) of the amount thus due and exigible and shall be protected by the Lessor's lien, pledge and privilege.

TENTH: Lessor shall not be responsible for damages of any sort to any person or property, however occasioned. Lessee hereby indemnifies and agrees to hold Lessor harmless from any and all claims by, or liabilities to, third persons, however arising, and Lessor, or its agents, shall at all times have the right of ingress and egress over and across the leased

property for the purpose of inspecting and making repairs or otherwise.

ELEVENTH: This lease is made and accepted subject to any and all oil, gas and mineral leases now existing upon the leased property, as well as all such leases which may hereafter be granted by the Lessor, and the Lessor reserves the right to grant oil, gas and mineral leases upon the leased property in which event the Lessee or Lessees in such oil, gas and mineral lease or leases shall have the right to enter upon the premises for the purpose of prospecting and exploring for oil, gas or other minerals and to construct, maintain and operate thereon all buildings, derricks, machinery, equipment, pipe lines, storage tanks and other facilities for the purpose of housing its or their employees and drilling for, producing, storing, treating and transporting oil, gas and other minerals, and to do all things incidental to the exercise of its or their rights under such lease or leases. Lessor shall not be responsible or liable to Lessee for any damage that may result to Lessee from any use of or operation on the leased property by Lessor or any of its other Lessees for any of the purposes contemplated by this paragraph of this agreement, Lessee hereby expressly waiving and renouncing any and all rights to claim damages from Lessor in such events; but it is agreed that if provision is made in any such oil, gas or mineral lease for payment by the Lessee therein for damages or injury to raising stock, the Lessee herein shall be entitled to its proportionate share of the benefit of such provision.

This lease is made and accepted subject to any and all existing leases for mooring purposes in favor of Ormet Corporation and for dirt excavating purposes in favor of LeBlanc Bros., as well as such leases which may hereafter be granted by the Lessor and, the Lessor reserves the right to grant additional

leases for mooring purposes or for the excavation of sand on said batture, all of which shall be deemed as no interference or disturbance with the rights of Lessee hereunder.

This lease is made and subject to any and all rights of way for power lines and pipe lines, as well as any and all such rights of ways or other rights and privileges which may hereafter be granted by Lessor and, the Lessor reserves the right to grant additional rights of ways. Lessee herein expressly waiving and renouncing any and all rights to claim damages from Lessor in such events but, it is agreed that if any rights of ways or activity of a third party shall cause damage or injury to the pastures, fencing, pens or stock of Lessee, Lessee shall have full right to recover such damage from the grantee of the right of way or third party causing such damage.

TWELFTH: Anything to the contrary herein notwithstanding, it is especially understood that both Lessor and Lessee shall have the right and option to cancel this lease within the primary term at any time and for any reason by giving notice in writing to the other party of his intention to do so in which case the lease shall be cancelled ninety (90) days from the date of the posting of said letter by registered mail to the other party.

In the event the Lessor shall exercise its rights and privilege to an early cancellation, the Lessor shall return to Lessee the unused portion of the rent for the period in which rent has been paid but premises returned to Lessor by virtue of the early cancellation. In the event Lessee shall exercise his right and privilege to an early cancellation, there shall be no credit for unused rent prepaid for the period in which the cancellation occurs.

THIRTEENTH: All notices required to be given under this lease by mail shall be at the following addresses:

Crawford & Thibaut, Inc.
P. O. Box 68
Donaldsonville, Louisiana 70346;

Ross J. Campesi
Crescent K Cattle Company
Rt. 1 Box 610B
White Castle, Louisiana 70788.

IN WITNESS WHEREOF, witness the signature of CRAWFORD & THIBAUT, INC. by THOMAS A. THIBAUT, its President, in the Parish of Ascension, State of Louisiana, on the 4th day of December, 1972; and of ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY, in the Parish of Iberville, State of Louisiana, on the 8th day of December, 1972.

WITNESSES to the signature of CRAWFORD & THIBAUT, INC.

Anna D. Landry
Arthur P. Muley

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

WITNESSES to the signature of ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY

Frances Pearce
Imogene S. Cotton

Ross J. Campesi
ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said State and Parish, personally came and appeared: THOMAS A. THIBAUT, who declared and acknowledged that he is President of Crawford & Thibaut, Inc. and that he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures on this the 30th day of July, 1972.

WITNESSES:

Agnes D. Gaudin
Arthur P. Muel

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

Vincent J. Scible
VINCENT J. SCIBLE - NOTARY
PUBLIC FOR THE PARISH OF
ASCENSION, LOUISIANA

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said State and Parish, personally came and appeared ROSS J. CAMPESE who declared and acknowledged that he signed and executed the foregoing instrument as the free and voluntary act and deed of said Crescent K Cattle Company, for and on behalf of said Crescent K Cattle Company and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 30 day of July, 1973.

WITNESSES:

Francis Pearce
Irving L. Cotton

Ross J. Campese
ROSS J. CAMPESE, d/b/a CRESCENT
K CATTLE COMPANY

[Signature]
NOTARY PUBLIC

Recorded from the original file this the 30th day of July 1973

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

123260

RECEIVED

1973 JUL 30 PM 3:46

LEASE BY CRAWFORD & THIBAUT, INC.

UNITED STATES OF AMERICA

TO ROSS J. CAMPESE, d/b/a CRESCENT
K CATTLE COMPANY

STATE OF LOUISIANA
BY *Thomas A. Thibaut*
DY. PARISH OF ASCENSION

THIS LEASE AND AGREEMENT, made and entered into, by and between CRAWFORD & THIBAUT, INC., a domestic corporation with its domicile in the Parish of Ascension, State of Louisiana, herein represented by THOMAS A. THIBAUT, its President, duly authorized by virtue of a resolution annexed hereto and made part hereof, hereinafter referred to as LESSOR, and ROSS J. CAMPESE, of legal age, married, husband of Marion Sandifer, d/b/a CRESCENT K CATTLE COMPANY, domiciled in the Parish of Iberville, State of Louisiana, hereinafter referred to as LESSEE:

FIRST: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, the following described property, to-wit:

All of the rear portion of Pointe Houmas and Mon Desire Plantations situated in the Parish of Ascension, State of Louisiana, as more fully shown and set forth on a sketch annexed hereto and made part hereof, said property herein leased being outlined in red and marked "lease area", containing 212 acres, more or less.

SECOND: The Lessee obligates himself to use the property for cattle grazing operations only and not to use the premises for any purpose that is unlawful or tends to injure or depreciate the property. Cattle grazing operations as herein defined shall include the right of Lessee to construct loading pens, corrals, living facilities for employees only and allied and related uses to Lessee's cattle operations.

THIRD: The primary term of this lease shall be for three (3) years, beginning January 1, 1973 and ending December 31, 1975, subject to earlier termination in accordance with the terms of this lease.

It is agreed, however, that Lessee shall have the right to enter possession of the leased premises immediately upon execution of this lease for the purpose of clearing, fencing,

and preparing the leased premises for use intended by this lease.

FOURTH: The Lessee obligates himself and undertakes at his sole cost and expense to do all work necessary to place the leased premises in suitable condition for a cattle grazing operation, including, but not by way of limitation, all work necessary in fencing the property, cross-fencing, preparing and seeding the land, providing all necessary drainage or field roads as Lessee may feel necessary, digging all water wells Lessee may deem necessary and all other things necessary to place said leased premises in suitable condition for cattle grazing in accordance with good practices existing in the cattle raising industry.

FIFTH: In consideration of the above and in consideration of the premises, the annual rental for the leased premises shall be as follows: \$1,016.00 per year, payable in two (2) rental installments of \$508.00 each, payable on January 1 and July 1 of each year.

SIXTH: Lessee agrees to keep and maintain the leased premises in good condition in accordance with the general practices in leases for cattle grazing operations. Lessee shall maintain all ditches, fences, bridges, roads and water wells at his sole cost and expense.

In the event this lease remains in existence for the full three year primary term, then in that event all improvements in the nature of fencing, water well pipes and pens shall become the property of the Lessor without benefit of reimbursement of any nature to the Lessee.

In the event this lease is cancelled according to the early cancellation provisions herein provided before the completion of the full three year primary term, then in that event all improvements in the nature of fencing, water well pipes and pens shall remain the property of the Lessee and Lessee shall have the right and privilege to remove said

improvements from the leased premises within six (6) months from the date of the cancellation of said lease. In event said improvements are not removed within said six (6) months' period, then in that event said improvements shall become the property of the Lessor without benefit of reimbursement of any nature of the Lessee.

SEVENTH: The Lessee obligates and binds himself not to sublease the leased premises or assign this lease without written consent of Lessor.

EIGHTH: The right of pledge and detainer and the privilege granted by law is recognized by the Lessee, and it shall rest and remain in the Lessor's favor on all stock situated on the leased premises and the proceeds of same for the protection of Lessor and until the full performance of this entire contract.

NINTH: In case of default by the Lessee in any of the obligations herein contracted, Lessor shall give Lessee notice thereof in writing. If said default is not rectified by Lessee within 30 days, then the rent for the whole unexpired term of the lease shall, at the option of the Lessor, become immediately due and exigible, and the Lessee shall pay the fees of the attorney who may be employed by the Lessor to enforce the same, said fees being fixed at ten per cent (10%) of the amount thus due and exigible and shall be protected by the Lessor's lien, pledge and privilege.

TENTH: Lessor shall not be responsible for damages of any sort to any person or property, however occasioned. Lessee hereby indemnifies and agrees to hold Lessor harmless from any and all claims by, or liabilities to, third persons, however arising, and Lessor, or its agents, shall at all times have the right of ingress and egress over and across the leased property for the purpose of inspecting and making repairs or otherwise.

ELEVENTH: This lease is made and accepted subject to any and all oil, gas and mineral leases now existing upon the leased property, as well as all such leases which may hereafter be granted by the Lessor, and the Lessor reserves the

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right to grant oil, gas and mineral leases upon the leased property in which event the Lessee or Lessees in such oil, gas and mineral lease or leases shall have the right to enter upon the premises for the purpose of prospecting and exploring for oil, gas or other minerals and to construct, maintain and operate thereon all buildings, derricks, machinery, equipment, pipe lines, storage tanks and other facilities for the purpose of housing its or their employees and drilling for, producing, storing, treating and transporting oil, gas and other minerals, and to do all things incidental to the exercise of its or their rights under such lease or leases. Lessor shall not be responsible or liable to Lessee for any damage that may result to Lessee from any use of or operation on the leased property by Lessor or any of its other Lessees for any of the purposes contemplated by this paragraph of this agreement, Lessee hereby expressly waiving and renouncing any and all rights to claim damages from Lessor in such events; but it is agreed that if provision is made in any such oil, gas or mineral lease for payment by the Lessee therein for damages or injury to raising stock, the Lessee herein shall be entitled to its proportionate share of the benefit of such provision.

This lease is made and subject to any and all rights of way for power lines and pipe lines, as well as any and all such rights of ways or other rights and privileges which may hereafter be granted by Lessor and, the Lessor reserves the right to grant additional rights of ways. Lessee herein expressly waiving and renouncing any and all rights to claim damages from Lessor in such events but, it is agreed that if any rights of ways or activity of a third party shall cause damage or injury to the pastures, fencing, pens or stock of Lessee, Lessee shall have full right to recover such damage from the grantee of the right of way or third party causing such damage.

TWELFTH: Anything to the contrary herein notwithstanding, it is especially understood that both Lessor and Lessee shall have the right and option to cancel this lease within the primary term at any time and for any reason by giving notice in writing to the other party of his intention to do so in which case the lease shall be cancelled ninety (90) days

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from the date of the posting of said letter by registered mail to the other party.

In the event the Lessor shall exercise its right and privilege to an early cancellation, the Lessor shall return to Lessee the unused portion of the rent for the period in which rent has been paid but premises returned to Lessor by virtue of the early cancellation. In the event Lessee shall exercise his right and privilege to an early cancellation, there shall be no credit for unused rent prepaid for the period in which the cancellation occurs.

THIRTEENTH: All notices required to be given under this lease by mail shall be at the following addresses:

Crawford & Thibaut, Inc.
P. O. Box 68
Donaldsonville, Louisiana 70346;

Ross J. Campesi
Crescent K Cattle Company
Rt. 1, Box 610B
White Castle, Louisiana 70788.

IN WITNESS WHEREOF, witness the signature of CRAWFORD & THIBAUT, INC. by THOMAS A. THIBAUT, its President, in the Parish of Ascension, State of Louisiana, on the 4th day of December, 1972; and of ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY, in the Parish of Iberville, State of Louisiana, on the 8th day of December, 1972.

WITNESSES to the signature of CRAWFORD & THIBAUT, INC.

Agnes D. Lindsey
Arthur P. Mutil

CRAWFORD & THIBAUT, INC.
BY: Thomas A. Thibaut
THOMAS A. THIBAUT, President

WITNESSES to the signature of ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY

Francis Pearce
Margaret S. Cotton

Ross J. Campesi
ROSS J. CAMPESI, d/b/a CRESCENT K CATTLE COMPANY

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, personally came and appeared: THOMAS A. THIBAUT, who declared and acknowledged that he is President of Crawford & Thibaut, Inc. and that he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures on this the 31st day of July, 1973.

WITNESSES:

Agnes D. Landry

CRAWFORD & THIBAUT, INC.

Arthur P. Muffly

BY:

Thomas A. Thibaut
THOMAS A. THIBAUT, President

Vincent J. Scille
VINCENT J. SCILLE - NOTARY
PUBLIC FOR THE PARISH OF
ASCENSION, LOUISIANA

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said State and Parish, personally came and appeared ROSS J. CAMPESI who declared and acknowledged that he signed and executed the foregoing instrument as the free and voluntary act and deed of said Crescent K Cattle Company, for and on behalf of said Crescent K Cattle Company and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 30th day of July, 1978.

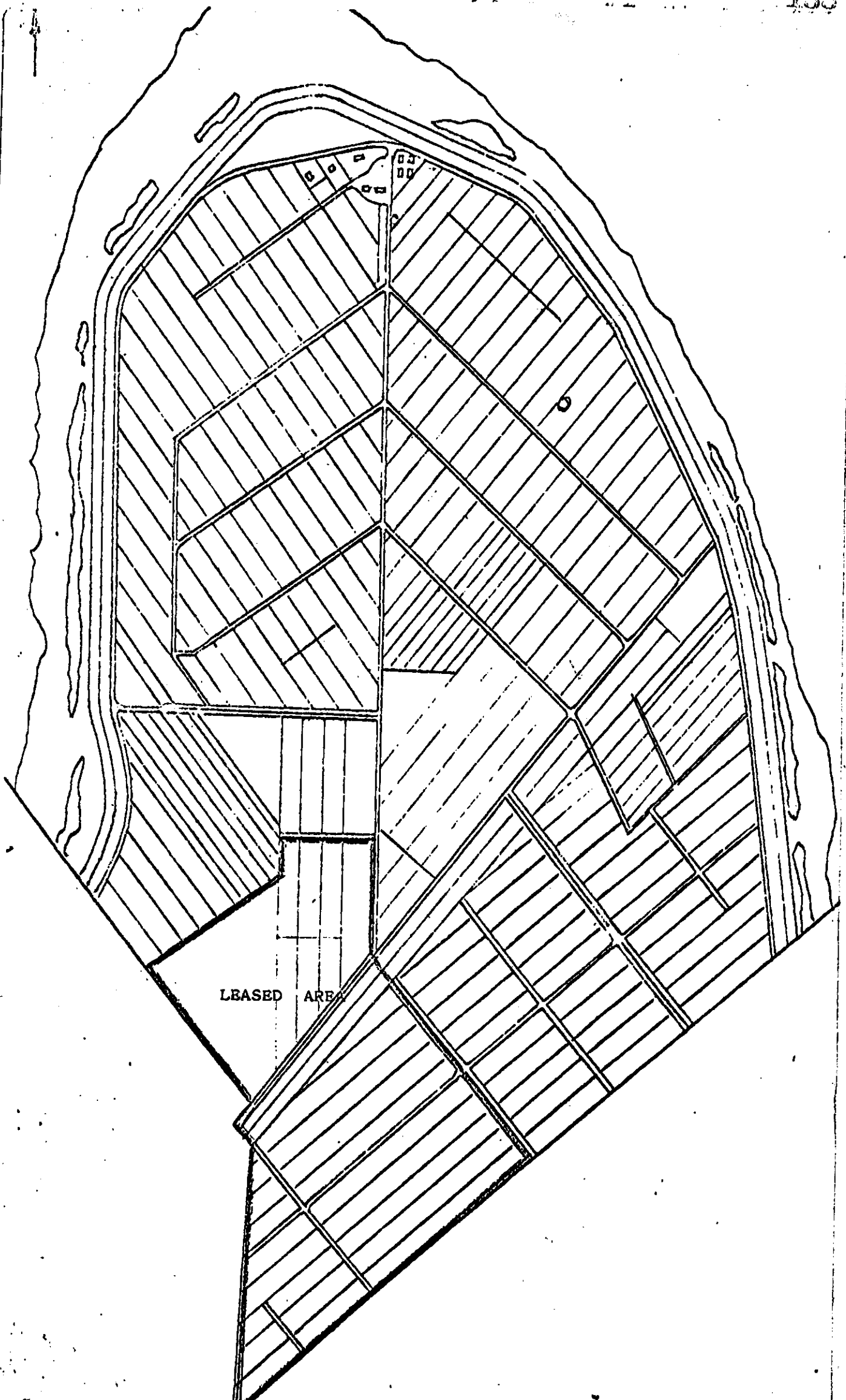
WITNESSES:

Frances Pearce

Imogene S. Cotton

Ross J. Campesi
ROSS J. CAMPESI, d/b/a CRESCENT
K CATTLE COMPANY

[Signature]
NOTARY PUBLIC



LEASED AREA

Recorded from the original file this the 30th day of July 1973

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

CONTRACT OF LEASE

BY: CRAWFORD & THIBAUT, INCORPORATED
TO: ORMET CORPORATION

HART BOURQUE
CLERK OF COURT
BY: *[Signature]*
BY: CLERK OF COURT OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:
CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T.A. THIBAUT, its President, hereinafter sometime referred to as "LESSOR", and ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C. F. Jacques, its Vice President hereinafter sometime referred to as "LESSEE",

W I T N E S S E T H:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank of the Mississippi River, beginning at the down river boundary line of that certain property owned by Crawford & Thibaut, Inc. and known as Point Houmas Plantation, and extending up river a distance of 5,280 feet.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of 5 years commencing on January 1, 1978 and ending on Dec. 31, 1982.

Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee.

The consideration for this lease shall be as follows:
Lessee shall pay to Lessor \$26,400.00 per year, payable in equal quarterly installments in advance.

[Vertical stamp and handwritten notes:]
cancelled in full by
the no.
of
1982
Crawford & Thibaut, Inc.
Parish of Ascension

CANCELLED

IN FULL

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage, or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD & THIBAUT, INCORPORATED in the Parish of Ascension, State of Louisiana, on this 10th day of April, 1978, and of ORMET CORPORATION in the City of _____, Parish of Ascension, State of Louisiana, on this 21st day of April, 1978, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Quanita J. Gaudin
Agnes D. Lacey

CRAWFORD & THIBAUT, INCORPORATED

BY: [Signature]

ORMET CORPORATION

Raymond E. ...
Peterson M. ...

BY: [Signature]

C. P. Jacques, Vice President

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared: T.A. THIBAUT,
the President of CRAWFORD & THIBAUT, INCORPORATED,
who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearor acknowledged to
me, Notary, in the presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearor has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 10th day of April, 1978.

WITNESSES:

Juanita J. Saccadin
Agnes D. Leudry

CRAWFORD & THIBAUT, INCORPORATED
BY: T.A. Thibaut
T. A. THIBAUT, PRESIDENT

Sidney A. Marchand, III
NOTARY PUBLIC
SIDNEY A. MARCHAND, III

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, DANIEL J. FREDERIC, a Notary Public
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared: C. F. Jacques
the Vice President of ORMET CORPORATION
who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in the presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 21st day of April, 1978.

WITNESSES:

Betty A. Evans

Patricia M. Teller

ORMET CORPORATION

BY:

C. F. Jacques
C. F. Jacques, Vice President

Daniel J. Frederic
NOTARY PUBLIC

Recorded from the original on file this the 1st day of MAY 1978

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

158142

RECEIVED

1978 MAY -1 PM 3:18

CONTRACT OF LEASE
BY: CRAWFORD & THIBAUT, INCORPORATED
TO: ORMET CORPORATION

HART BOURQUE
CLERK OF COURT
UNITED STATES OF AMERICA
BY: CLERK OF COURT
STATE OF LOUISIANA
PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:
CRAWFORD & THIBAUT, INCORPORATED, a corporation organized
created under the laws of Louisiana, herein represented by T.A.
THIBAUT, its President, hereinafter sometime referred to as "LESSOR",

ORMET CORPORATION, a corporation organized under the
laws of the State of Delaware, authorized to do and doing business in
the State of Louisiana, domiciled in Wilmington, Delaware, represented
by C. F. Jacques, its Vice President,
hereinafter sometime referred to as "LESSEE",

WITNESSETH:

That Lessor does hereby lease, let and rent unto the
Lessee, and the Lessee does hereby hire and take for the price and
and upon the terms and conditions hereinafter set forth,
land for fleeting purposes, to-wit:

That certain batture located on the West bank of
the Mississippi River, beginning at the intersec-
tion of the Southern or down river line of that
certain property known as the Mon Desir Plantation,
and extending Northward or up river a distance of
3,550 feet, more or less, to the Southern boundary
lines of the Point Houmas Plantation.

It is distinctly understood and agreed that the purpose
for which this lease is granted is to secure mooring lines of barges
and other vessels on the Mississippi River and that Lessor will have
the full and uninterrupted use of the property herein described for any
and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of 5 years,
commencing on January 1, 1978, and ending on December 31, 1982.

Lessor shall have the right to terminate this lease upon
thirty (30) days written notice to Lessee.

The consideration for this lease shall be a rental
of \$17,750.00 per year, payable quarterly in advance.

CANCELLED
IN
FULL

State of Louisiana,
Parish of Ascension.

cancelled in full by
authority recorded in
12188 folio
of
Deputy Clerk and
Clerk of Court

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD & THIBAUT, INCORPORATED, in the Parish of Ascension, State of Louisiana, on the 10th day of April, 1978, and of ORMET CORPORATION in the City of _____, State of Louisiana, on this 21st day of April, 1978, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Quantita J. Haudin

Agnes D. Laxey

Betty A. Evans

Patricia M. Talley

CRAWFORD & THIBAUT, INCORPORATED

BY: T.A. Thibaut
T.A. THIBAUT, PRESIDENT

ORMET CORPORATION

BY: C. F. Jacques
C. F. Jacques, Vice President

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared: T.A. THIBAUT
the President of CRAWFORD & THIBAUT, INCORPORATED
who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in the presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 10th day of April, 1978.

WITNESSES:

Juanita J. Gaudin
Carrie D. Gaudin

CRAWFORD & THIBAUT, INCORPORATED
BY: T.A. Thibaut
T. A. THIBAUT, PRESIDENT

Sidney A. Marchand, III
NOTARY PUBLIC
SIDNEY A. MARCHAND, III

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, DANIEL J. FREDERIC, a Notary Public,
 duly commissioned and qualified within and for the State and Parish aforesaid,
 personally came and appeared: C. F. Jacques
 the Vice President of ORMET CORPORATION
 who, being by me first duly sworn, deposed and said that he signed the
 foregoing document before me and said appearer acknowledged to me,
 Notary, in the presence of the undersigned competent witnesses, that he
 executed the above and foregoing instrument in the presence of the foregoing
 witnesses as their own free and voluntary act and deed, for the uses, purposes
 and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents
 together with me, Notary, and the undersigned competent witnesses, at my
 office in the Parish and State as aforesaid, on this 21st day of
April, 1978.

WITNESSES:

ORMET CORPORATION

Raymond A. Evans
Patricia M. Talley

By: *C. F. Jacques*
 C. F. Jacques, Vice President

Daniel J. Frederic
 NOTARY PUBLIC

Recorded from the original on file this the 1st day of MAY 1978
Kermit Hart Bourque
 KERMIT HART BOURQUE
 CLERK AND RECORDER

171848

1980 JAN -7 PM 4:07

AGREEMENT TO CANCEL

BY: CRAWFORD & THIBAUT, INCORPORATED
AND: ORMET CORPORATION

CLERK OF COURT
STATE OF LOUISIANA
BY: CLERK OF COURT
PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

That this agreement entered into by and between:

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T. A. THIBAUT, its President, hereinafter sometimes referred to as "LESSEE", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by F. JACQUES, its Vice-President, hereinafter sometimes referred to as "LESSEE",

WITNESSETH:

By Contracts of Lease dated April 21, 1979, Crawford & Thibaut, Incorporated leased to Ormet Corporation the batture property known as Point Houmas Plantation and Mon Desir Plantation, and said Contracts of Lease were recorded in COB _____, folio _____, Entry No. 158141 and No. 158142.

In said agreement, it was provided that Lessor shall have the right to terminate the lease upon thirty (30) days written notice to the Lessee.

Lessor states and Lessee agrees that said thirty days written notice has been given by the Lessor and received by the Lessee, and that the previous Contracts of Lease are cancelled and made null and void as of the 31st day of December, 1979.

IN EVIDENCE WHEREOF, witness the signatures of CRAWFORD & THIBAUT, INC., in the Parish of Ascension, State of Louisiana, on the 27th day of December, 1979, and of ORMET CORPORATION, in the Parish of Ascension, State of Louisiana, on the 31 day of December, 1979, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Miss C. Breard

Dorcas Breard

Anty A. Evans

Patricia McCallor

CRAWFORD & THIBAUT, INC.

BY: T. A. Thibaut (Pres)
T. A. THIBAUT

ORMET CORPORATION

BY: F. Jacques
F. JACQUES

640

Recorded from the original on file this the 7th day of JANUARY 1980

Hermit H. Bourque
HERMIT HART BOURQUE
CLERK AND RECORDER

1.1819

RECORDED

1960 JAN - 7 PM 4:07

Alvin T. Gould

UNITED STATES OF AMERICA

CONTRACT OF LEASE

BY: CRAWFORD & THIBAUT, INCORPORATED, STATE OF LOUISIANA

TO: ORMET CORPORATION

PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T.A. THIBAUT, its President, hereinafter sometimes referred to as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C.F. JACQUES, its Vice-President, hereinafter sometimes referred to as "LESSEE",

CANCELLED

WITNESSETH:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank of the Mississippi River, beginning at the down river boundary line of that certain property owned by Crawford & Thibaut, Inc. and known as Point Houmas Plantation, and extending up river a distance of 5,280 feet.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five (5) years commencing on January 1, 1980 and ending on December 31, 1984.

Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee.

The consideration for this lease shall be as follows: Lessee shall pay to Lessor \$39,600.00 per year, payable in equal quarterly installments in advance of Louisiana,

Parish of Ascension.

This Lease cancelled in full by authority recorded in MC 283 file no.

folio 90 on the 24th day of July 1960

Alvin T. Gould
Deputy Clerk and Recorder

641

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage, or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signatures of CRAWFORD & THIBAUT, INCORPORATED, in the Parish of Ascension, State of Louisiana, on this 27th day of December, 1979, and of ORMET CORPORATION, in the City of Donaldsonville, Parish of Ascension, State of Louisiana, on this 31 day of December, 1979, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Jus C. Breaud

Doreen Beaumont

Arty A. Emond

Patricia McCallor

CRAWFORD & THIBAUT INCORPORATED

BY:

T. A. THIBAUT

ORMET CORPORATION

BY:

C. F. JACQUES

STATE OF LOUISIANA

ACKNOWLEDGMENT

PARISH OF ASCENSION

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared:

T. A. THIBAUT

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in hte presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 27th day of December, 1979.

WITNESSES:

Aris C. Breaux

CRAWFORD & THIBAUT, INC.

BY: [Signature] (Pres.)
T. A. THIBAUT

[Signature]

[Signature]
NOTARY PUBLIC

STATE OF LOUISIANA

ACKNOWLEDGMENT

PARISH OF ASCENSION

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared:

C. F. Jacques

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in hte presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 31 day of December, 1979.

WITNESSES:

Ray A. Ewins

Stuvia McAllen

C. F. Jacques
NOTARY PUBLIC

ORMET CORPORATION

BY: *[Signature]*
C. F. JACQUES

W/T

Recorded from the original on file this the 7th day of JANUARY 1980
Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

71820

REC'D

1980 JAN - 7 PM 4:07
United States of America
CLERK OF COURTS
STATE OF LOUISIANA
PARISH OF ASCENSION

CONTRACT OF LEASE

BY: CRAWFORD & THIBAUT INCORPORATED
TO: ORMET CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of Louisiana, herein represented by T. A. THIBAUT, its President, hereinafter sometimes referred to as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C. F. JACQUES, its Vice-President, hereinafter sometimes referred to as "LESSEE",

WITNESSETH:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

CANCELLED

That certain batture located on the West bank of the Mississippi River, beginning at the intersection of the Southern or down river line of that certain property known as the Mon Desir Plantation, and extending Northward or up river a distance of 3,550 feet, more or less, to the Southern boundary lines of the Point Houmas Plantation.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five (5) years, commencing on January 1, 1980, and ending on December 31, 1984.

Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee.

The consideration for this lease shall be a rental of \$26,625.00 per year, payable quarterly in advance.

State of Louisiana,
Parish of Ascension.
This Lease cancelled in full by
authority recorded in C B 333, file no.
1010 90, on the 24th
day of Feb 19 81
Deputy Clerk and Recorder 645

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD & THIBAUT, INCORPORATED, in the Parish of Ascension, State of Louisiana, on the 27th day of December, 1979, and of ORMET CORPORATION, in the City of Donaldsonville, State of Louisiana, on this 31 day of December, 1979, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Luis C. Beauf

Carroll Blanchard

Ray A. Euvone

Leticia M. Fuller

CRAWFORD & THIBAUT, INC.

BY: T. A. Thibaut (Pres.)
T. A. THIBAUT

ORMET CORPORATION

BY: C. F. Jacques
C. F. JACQUES

OK
WT

STATE OF LOUISIANA

ACKNOWLEDGMENT

PARISH OF ASCENSION

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared:

T. A. THIBAUT

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in hte presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 27th day of December, 1979.

WITNESSES:

Leo C. Breaud

CRAWFORD & THIBAUT, INC.

BY: T. A. Thibaut (Pres.)
T. A. THIBAUT

Dennis Breaud

S. A. Marchand
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ASCENSION

ACKNOWLEDGMENT

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the State and Parish
aforesaid, personally came and appeared:

C. F. Jacques

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in hte presence of the undersigned competent witnesses,
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State as aforesaid, on
this 31 day of December, 1979.

WITNESSES:

Betty A. ...

Leticia M. ...

ORMET CORPORATION

BY: [Signature]
C. F. JACQUES

[Signature]
NOTARY PUBLIC

Recorded from the original on file this the 7th day of JANUARY 1980

[Signature]
KERRIT HART BOURQUE
CLERK AND RECORDER

333
AGREEMENT TO CANCEL

BY: CRAWFORD & THIBAUT, INC.
AND: ORMET CORPORATION

RECORDED STATES OF AMERICA
1981 FEB 24 AM 10:13
PARISH OF ASCENSION
CLERK OF COURT
OF THE PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS,
That this agreement entered into by and between:

CRAWFORD & THIBAUT, INC., a corporation organized and created under the laws of Louisiana, herein represented by T. A. THIBAUT, its President, hereinafter sometimes referred to as "LESSEE", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C. J. Jacques, its Vice-President, hereinafter sometimes referred to as "LESSEE";

WITNESSETH:

By Contracts of lease dated December 31, 1979, Crawford & Thibaut, Inc., leased to Ormet Corporation the batture property known as Point Houmas Plantation and Mon Desir Plantation, and said Contracts of lease were recorded in COB 320, Entry Numbers 171820 and 171819, respectively.

In said agreements, it was provided that Lessor shall have the right to terminate the lease upon thirty (30) days written notice to the Lessee.

Lessor states and Lessee agrees that said thirty (30) days written notice has been given by the Lessor and received by the Lessee, and that the previous contracts of lease are cancelled and made null and void as of the thirty-first (31st.) day of December, 1980.

IN EVIDENCE WHEREOF, witness the signatures of CRAWFORD & THIBAUT, INC., in the Parish of Ascension, State of Louisiana, on the 1st day of January, 1981, and of ORMET CORPORATION, in the Parish of Ascension, State of Louisiana, on the 1st day of January, 1981, each in the presence of the undersigned competent witnesses after due reading of the whole.

WITNESSES:

Guarita J. Spudis
F. Michael Smith III

Bryan A. Evans
Patricia McCallister

CRAWFORD & THIBAUT, INC.

BY: *T. A. Thibaut*
T. A. THIBAUT, PRESIDENT

ORMET CORPORATION

BY: *C. J. Jacques*
C. J. JACQUES

Recorded from the original on file this the 24th day of February, 1981

Kermit Hart Bourque
KERMIT HART BOURQUE, CLERK & RECORDER

180748

RECEIVED

1981 FEB 24 AM 11:37

STATE OF AMERICA
CLERK OF COURT
STATE OF LOUISIANA
BY: CLERK OF COURT
PARISH OF ASCENSION

CONTRACT OF LEASE

BY: CRAWFORD & THIBAUT, INC.

TO: ORMET CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:

CRAWFORD & THIBAUT, INCORPORATED, a corporation organized and created under the laws of the State of Louisiana, herein represented by T. A. THIBAUT, Its President, hereinafter sometimes referred to as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C. F. JACQUES, its Vice-President, hereinafter sometimes referred to as "LESSEE",

WITNESSETH:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the west bank of the Mississippi River, beginning at the down river boundary line of that certain property owned by Crawford & Thibaut, Inc., and known as Point Houmas Plantation, and extending up river a distance of 5,280 feet.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five (5) years commencing on January 1, 1981 and ending on December 31, 1985.

Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee.

The consideration for this lease shall be as follows:

Lessee shall pay to Lessor Fifty-two Thousand, Eight Hundred and No/100 (\$52,800.00) Dollars per year, payable in equal quarterly installments in advance.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage, or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signatures of CRAWFORD & THIBAUT, INC., in the Parish of Ascension, State of Louisiana, on this 1st day of January, 1981, and of ORMET CORPORATION, in the City of Donaldsonville, Parish of Ascension, State of Louisiana, on this 1st day of January, 1981, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Juanita J. Gaudin
F. Michael Smith III

Butt A. E. Brown
BY: Estevio M. Fallo

CRAWFORD & THIBAUT, INC.

BY: [Signature]
T. A. THIBAUT, PRES.

ORMET CORPORATION

BY: [Signature]
C. F. JACQUES, VICE-PRES.

STATE OF LOUISIANA
PARISH OF ASCENSION

A C K N O W L E D G M E N T

BEFORE ME, Sidney A. Marchand, III, a Notary Public,
duly commissioned and qualified within and for the State and
Parish aforesaid, personally came and appeared:

T. A. THIBAUT,

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in the presence of the undersigned competent witnesses
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State aforesaid, on this
1st. day of January, 1981.

WITNESSES:

Juanita J. Gaudin
F. Michael Smith III

CRAWFORD & THIBAUT, INC.

BY: *T. A. Thibaut*
T. A. THIBAUT, PRESIDENT

Sidney A. Marchand, III
SIDNEY A. MARCHAND, III
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ASCENSION

A C K N O W L E D G M E N T

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the Parish of
Ascension, State of Louisiana, personally came and appeared:
C. F. JACQUES

who, being by me first duly sworn, deposed and said that he
signed the foregoing document before me and said appearer acknow-
ledged to me, Notary, in the presence of the undersigned competent
witnesses, that he executed the above and foregoing instrument
in the presence of the foregoing witnesses as his own free and
voluntary act and deed, for the uses, purposes and consideration
therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State aforesaid, on this
1st day of January, 1981.

WITNESSES:

Raymond E. ...

Patricia M. ...

ORMET CORPORATION

BY:

[Signature]
C. F. JACQUES

[Signature]
SIDNEY A. MARCHAND, III, NOTARY PUBLIC

Recorded from the original on file this the 24th day of February, 1981
Kermit Hart Bourque
KERMIT HART BOURQUE, CLERK & RECORDER

CONTRACT OF LEASE
BY: CRAWFORD & THIBAUT, INC.
TO: ORMET CORPORATION

180749
UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION
RECEIVED
1981 FEB 24 AM 8:02
HART BOURQUE
CLERK OF COURT
BY: W. J. R. R. R. R. R.

KNOW ALL MEN BY THESE PRESENTS:

That this contract of lease is entered into between:

CRAWFORD & THIBAUT, INC., a corporation organized and created under the laws of Louisiana, herein represented by T. A. THIBAUT, its President, herein-after sometimes referred to as "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, authorized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by C. F. JACQUES, its Vice-President, hereinafter sometimes referred to as "LESSEE",

WITNESSETH:

That Lessor does hereby lease, let and rent unto the Lessee and the Lessee does hereby hire and take for the price and consideration and upon the terms and conditions hereinafter set forth, the following land for fleeting purposes, to-wit:

That certain batture located on the West bank of the Mississippi River, beginning at the intersection of the Southern or down river line of that certain property known as the Mon Desir Plantation, and extending Northward or up river a distance of 3,550 feet, more or less, to the Southern boundary lines of the Point Houmas Plantation.

It is distinctly understood and agreed that the purpose for which this lease is granted is to secure mooring lines of barges and other vessels on the Mississippi River and that Lessor will have the full and uninterrupted use of the property herein described for any and all other purposes which do not interfere with Lessee's operations.

This lease shall be for a term of five (5) years, commencing on January 1, 1981, and ending on December 31, 1985.

Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee.

The consideration for this lease shall be a rental of Thirty-five Thousand, Five Hundred and No/100 (\$35,500.00) Dollars per year, payable quarterly in advance.

This lease is personal to Lessee and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advance written consent of Lessor.

It is distinctly understood and agreed that Lessee assumes full responsibility for the condition of the leased premises during the period of this lease, and Lessor shall not be responsible to Lessee or to any other person or persons for any loss, damage or injury caused by the condition of the leased premises or the conduct of Lessee's business or anything else connected with same and Lessor shall be held harmless by Lessee from any such liability.

IN EVIDENCE WHEREOF, witness the signature of CRAWFORD AND THIBAUT, INC., in the Parish of Ascension, State of Louisiana, on the 1st. day of January, 1981, and of ORMET CORPORATION, in the City of Donaldsonville, State of Louisiana, on the 1st. day of January, 1981, each in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Juanita J. Gaudin
F. Michael Smith III

Buzz A. Edwards
Leticia M. Talbot

CRAWFORD & THIBAUT, INC

BY: [Signature]
P. A. THIBAUT, PRESIDENT

ORMET CORPORATION

BY: [Signature]
C. F. JACOBE, VICE-PRES.

STATE OF LOUISIANA
PARISH OF ASCENSION

A C K N O W L E D G M E N T

BEFORE ME, SIDNEY A. MARCHAND, III, a Notary Public,
duly commissioned and qualified within and for the Parish of
Ascension, State of Louisiana, personally came and appeared:

C. F. JACQUES

who, being by me first duly sworn, deposed and said that he
signed the foregoing document before me and said appearer acknow-
ledged to me, Notary, in the presence of the undersigned competent
witnesses, that he executed the above and foregoing instrument
in the presence of the foregoing witnesses as his own free and
voluntary act and deed, for the uses, purposes and consideration
therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State aforesaid, on this
1st, day of January, 1981.

WITNESSES:

Burt A. Evans
Patricia H. Talbot

ORMET CORPORATION

BY: C. F. JACQUES

SIDNEY A. MARCHAND, III, NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ASCENSION

A C K N O W L E D G M E N T

BEFORE ME, Sidney A. Marchand, III, a Notary Public,
duly commissioned and qualified within and for the State and
Parish aforesaid, personally came and appeared:

T. A. THIBAUT,

who, being by me first duly sworn, deposed and said that he signed
the foregoing document before me and said appearer acknowledged to
me, Notary, in the presence of the undersigned competent witnesses
that he executed the above and foregoing instrument in the presence
of the foregoing witnesses as their own free and voluntary act and
deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer has executed these
presents together with me, Notary, and the undersigned competent
witnesses, at my office in the Parish and State aforesaid, on this
1st day of January, 1981.

WITNESSES:

Juanita J. Gaudin
F. Michael Smith III

CRAWFORD & THIBAUT, INC.

BY: T. A. Thibaut
T. A. THIBAUT, PRESIDENT

Sidney A. Marchand, III
SIDNEY A. MARCHAND, III
NOTARY PUBLIC

Recorded from the original on file this the 24th day of February, 1981

Kermit Hart Bourque
KERMIT HART BOURQUE, CLERK & RECORDER

AGRICULTURAL DEEDS 99

BY: CRAWFORD & THIBAUT, INC.

TO: SUNSHINE PLANTING COMPANY, INC.
STATE OF LOUISIANA
PARISH OF ASCENSION

RECEIVED
HART BOURQUE
CLERK OF COURT

DEC 22 10 16 AM '83

A. Thibaut

BE IT KNOWN AND REMEMBERED that:

Crawford & Thibaut, Inc., herein represented by its
BY: CLERK OF COURT

President, Mr. Thomas A. Thibaut, duly authorized to act herein by virtue of a resolution attached hereto, does hereby lease and let for agricultural and related purposes to Sunshine Planting Company, Inc., a corporation duly organized under the laws of the State of Louisiana, and herein represented by James H. Boyce, Jr., its President duly authorized to act by virtue of a resolution attached hereto, the property described on Exhibit I hereto attached, under such terms and conditions as may be set forth hereinafter.

A. This Lease shall commence January 1, 1984, and shall have a primary term of four (4) years, being automatically extended thereafter for successive periods of one (1) year each, provided neither tenant nor owners give prior written notice more than thirty (30) days prior to August 31, 1987, or any anniversary date thereafter.

B. Anything hereinabove to the contrary notwithstanding, should owners enter into a bona fide agreement to sell the subject property, this Lease shall be terminable by owners upon ninety (90) days prior written notice to tenant.

C. Owners and tenants acknowledge there exists upon the property one hundred thirty (130) acres of plant cane, and two hundred seventy (270) acres of stubble cane. Tenant agrees that upon termination of said Lease for any purpose, to leave upon the property a like amount of sugar cane in plant cane and stubble cane without additional compensation. Tenants are to be compensated for any additional stubble and growing crops of sugar cane left upon the property in the event of the termination of this Lease with the following stipulations:

IRVING, STERNFELS & NAEL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

TRICHE, STERNFELS & NAIL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

(1) If the Lease is terminated after July 1 of any year, and prior to the harvest of the then standing crop, tenant shall be paid their estimated gross revenues from the crop less estimated harvesting costs. Said value shall be determined by a four party average utilizing the following parties to determine said average: a bona fide buyer, the County Agent, the owners, the tenant. The values placed upon the crop and the cost of harvesting shall be averaged and considered by the parties for settlement on the crop. If the parties, particularly owners and tenants, are unable to agree on the settlement values, then the matter shall be submitted to arbitration.

(2) If the Lease is terminated for any reason prior to July 1 of any crop year, tenant shall be reimbursed for actual expenses of that crop year only.

(3) Should tenant be deficient in acres of sugar cane required to be left upon the property, the value of the deficiency shall be determined in the same manner as for surplusage described above.

In the event of termination of the Lease for any reason and in the event tenant is permitted to harvest crops of any kind grown upon the property during the year such notice is given, then no damages shall be due tenant for any portion of crops harvested.

In the event tenant is not permitted to harvest any crops other than sugar cane, then owners and tenant may negotiate a settlement for any damages due tenant based on fair market value as determined by each which determination shall be supported by reliable market data. If the parties are unable

to agree upon a settlement then the same shall be submitted to arbitration.

D. On all crops other than sugar cane grown upon the property, tenant agrees to pay to owners one-sixth (1/6th.) of the gross revenues received from the sale of said crops. As regards the sale of sugar cane, tenant agrees to pay to owners, and owners agree to accept a percentage of the gross revenues from the sale of sugar cane which shall be based upon the price per pound of sugar produced and sold through a sugar mill designated by the owners and according to the following schedule: \$.18 per pound and below - 14.5% of the gross revenues, above \$.18 per pound of sugar through \$.30 per pound, the rental shall range from 15.5% to 20.5% of the gross revenues at the rate of one (1) percentage point for each \$.02 difference in the price of sugar. Between \$.18 per pound of sugar through \$.30 per pound the rental shall vary in direct proportion to the price of sugar and shall be interpolated within \$.02 differentials. Above \$.30 per pound of sugar the rental shall be fixed at 22.5% and shall not further escalate with the price of sugar.

E. It is agreed that during the harvest season, tenant shall make payments to owners in an amount equivalent to one-sixth (1/6th.) of the gross revenues received from the sale of sugar cane with final settlement at season's end to be adjusted based on the average price of sugar sold during the season and shall be fixed at such percentage as is set forth hereinabove with final payment to be made as necessary to adjust any overages or underages relative to the prescribed rent.

F. The same percentages as set forth in the foregoing paragraphs, D. and E., shall apply to molasses payments received by tenant or owners.

G. Owners reserve unto themselves the right to determine the sugar mill that shall receive the sugar cane under a marketing contract and reserve all rights to full membership in said sugar mill and even in lieu thereof.

IRICHE, SIERNFELS & NAEL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

TRICHE, STERNFELS & NAIL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

reserve all rights to receive as supplemental rents all benefits paid out by the said sugar mill as member dividends. Owners designate Evan Hall Cooperative Sugar Mill as the mill to which sugar cane shall be delivered from the property for the duration of this Lease.

H. Tenant shall be obligated to pay all drainage costs and expenses incurred in connection with the agricultural operation of the subject property.

I. Tenant agrees to maintain all houses situated on the property in their present condition, normal wear and tear excluded.

J. It is further agreed and understood that this Lease is made subject to any present or future mineral leases, but that owners shall be responsible for any damages sustained by tenant as result of any drilling or exploration operations. It is also agreed and understood that the tenant will not assign this Lease or Sublet any portion of the property herein leased without the prior written consent of the owners and will yield possession of the same at the end of the term of this Lease or any extensions hereof.

THUS DONE AND SIGNED in counterparts on the day, month and year herein below subscribed.

WITNESSES:

Russell Blanchard
Alfred D. Landry 11/12/83

CRAWFORD & THIBAUT, INC.

By: Thomas A. Thibaut
THOMAS A. THIBAUT
PRESIDENT

Antoine Calcutt
W. J. Phil 11/12/83

SUNSHINE PLANTING COMPANY, INC.

By: James H. Boyce, Jr.
JAMES H. BOYCE, JR.
PRESIDENT

"EXHIBIT I"

POINT HOUMAS PLANTATION

(1) A certain plantation situated and located in the Parish of Ascension, State of Louisiana, known as the "POINT HOUMAS" about five miles below the City of Donaldsonville on the west side of the Mississippi River containing nine hundred (900) acres more or less, together with the batture in front thereof, bounded above by the lands now or formerly of the Heirs of Eugene Lacroix and below by lands now or formerly of Mrs. Pedesclaux, together with all the buildings and improvements thereon consisting of residences, store, cabins, stables, outhouses, etc.

Being the same property which was acquired by the said Benjamin B. McCroskey from Thomas H. McCroskey on August 5, 1933, by act duly recorded in Conveyance Book 72, page 566 of the Conveyance Records of the Parish of Ascension.

(2) A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereunto belonging consisting of a fractional portion of Section 9, Township 11 South Range 15 East, E.D.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaut, lower side by John Spencer tract and Pedesclaux Plantation, in front by the river and in the rear by Isom Smith, being the same property acquired by Felix S. Arceneaux from Dr. J. H. Lowery on April 3, 1923, and recorded in C.O.B. 64, folio 129, said tract containing 26.20 acres, more or less.

Being the same property acquired by Dr. J. H. Lowery from Felix S. Arceneaux recorded in C.O.B. 65, folio 423 of Ascension Parish, Louisiana.

Being the same property acquired by mortgagors on February 14, 1940, from Dr. John H. Lowery.

(3) A certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, together with all buildings and improvements thereon and thereto belonging, consisting of a fractional portion of Section 9, Township 11 South, Range 15 East, S.E.D. West of the Mississippi River, at about 6 miles below the Town of Donaldsonville, measuring one arpent front on said river with all the depth thereto belonging, being 32 arpents, more or less. Bounded as follows: on the upper side by E. F. Bertaut, lower side by John Spencer tract and Pedesclaux Plantation, in front by said river and in rear by Isom Smith, being same property acquired by Mrs. Emma Lewis and Mrs. Victoria Williams from Dr. John H. Lowery by act of sale dated February 14, 1940, and recorded in C.O.B. 77, folio 475, containing 26.20 acres, more or less.

(4) A certain tract of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, at about six miles below the Town of Donaldsonville, measuring one arpent front on said river, with all the depth thereto belonging; bounded above by lands now or formerly of John L. Manning and below by the locality known as Lemenville, together with all the buildings and improvements thereon, containing 26.8 acres, more or less.

Being the same property acquired by Pasquale Palermo on January 8, 1931, from Mrs. Elina Courreges by deed recorded in C.O.B. 71, folio 156 of Ascension Parish.

Further being the same property more fully shown and set out on a map of survey made by Carl E. Heck, C. E., dated October 24, 1969, a copy of which is annexed hereto and made part hereof.

LESS AND EXCEPT: All oil, gas and other minerals in and under the above described property.

LESS AND EXCEPT: The batture of all of Point Houmas Plantation and other parcels hereinabove, listed as tracts 1, 2, 3 and 4 above.

TRICHE, STERNFELS & NAIL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

CRAWFORD & THIBAUT, INC.

RESOLUTION

BE IT RESOLVED that Thomas A. Thibaut, President of Crawford & Thibaut, Inc., is hereby authorized and empowered for and on behalf of the corporation to lease to Sunshine Planting Company, Inc., such property of the corporation as he may deem appropriate for agricultural purposes under such terms and conditions as he may further deem appropriate. In connection with the authority herein granted, he is further authorized and empowered to sell movable property of the corporation to Sunshine Planting Company, Inc., under such terms and conditions as he may deem appropriate in aid of the foregoing proposed Agricultural Lease.

BE IT FURTHER RESOLVED that the above named officer be and he is hereby authorized and empowered on behalf of the corporation to sign any leases, acts of sales, acts of mortgages, acts of sale with mortgage, acts of assumption of mortgages, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this resolution.

Thomas A. Thibaut
THOMAS A. THIBAUT
PRESIDENT

ATTEST:

John E. Thibaut
JOHN E. THIBAUT, SECRETARY

CERTIFICATE

I, JOHN E. THIBAUT, Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of the above named corporation, held on the 10th day of November, 1983.

John E. Thibaut
JOHN E. THIBAUT
SECRETARY
CRAWFORD & THIBAUT, INC.

State of Louisiana Parish of Ascension

I do hereby certify that the above and foregoing was received, filed and recorded in Book of Convey
No. 367, Folio No. 156
this 22 day of Dec, 1983

Henri H. Bourquin
Clerk and Recorder

162

Recorded from the original on file this the 23rd day of December, 1983.

Henri H. Bourquin
HENRI H. BOURQUIN, CLERK AND RECORDER

TRICHE, STERNFELS & NAIL
ATTORNEYS AT LAW
NAPOLEONVILLE, LOUISIANA 70390

Scanned On 1 07 Dec, 2003

#53 + #55

229715

STATE OF LOUISIANA

PARISH OF ASCENSION

RECEIVED
HART HOUQUE
CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS:

That for an in consideration of ONE THOUSAND DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS

BY J. H. Helbert
CLERK OF COURT

to the undersigned (herein styled Grantor, ~~whether one or more~~) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto MONTEREY PIPELINE COMPANY (herein styled Grantee, but expressly subject to the terms, conditions covenants, agreements and limitations herein contained) a right of way and servitude to construct, maintain, operate, repair, replace and remove one pipeline not to exceed twenty (20") inches in diameter and appurtenances thereto, all below ground, except when pipeline location, markers are required, for the transportation of natural gas upon and through the following described lands situated in Ascension Parish, State of Louisiana, to-wit:

A certain tract or parcel of land situated in Sections 9, 12, 65, 66 and 78, Township 11 South, Range 15 East in Ascension Parish, Louisiana.

It is agreed and understood pipeline location markers will be placed on the West bank of the Mississippi River; on each right-of-way limits of State Highway 18; at all main headlands and canals traversed by the proposed pipeline.

It is further agreed crushed granite shall be placed six (6") inches thick by ten (10') feet in width and extend a distance of sixty (60') feet at all main headlands.

1. There is attached hereto and made a part hereof a map or sketch showing the location of the centerline of the right of way and servitude herein granted upon and through the above described property and is labeled as CRAWFORD & THIBAUT, INC. Drawing # 17-616-E. Grantor assumes no responsibility for the accuracy of said plat as establishing the true boundary lines of Grantor's property, and Grantor shall not be deemed thereby in any action or dispute concerning the true location of Grantor's land.

2. The width of the right of way and servitude herein granted is to be sixty (60') feet and at the large canals on said property the width is to be one hundred twenty-five (125') feet, extending back a distance of one hundred twenty-five (125') feet on each side of said canals; after the construction of the pipeline, the right of way is to revert to twenty (20') feet in width for the operations and maintenance of said pipeline, being ten (10') feet on each side of the centerline of the pipeline as constructed and also thirty-five (35') feet in width for the operations and maintenance of said pipeline, being ten (10') feet on the northerly side and twenty-five (25') feet on the southerly side of the pipeline as constructed, all in accordance with the above mentioned map or sketch attached hereto and made a part hereof.

3. The pipe is to be buried so that the top of the pipe is not less than eight (8') feet below the level of the land at all lateral ditches and not less than four (4') feet below the level of the land in the area between such ditches, and not less than five (5') feet below the bottom of all large canals, except as otherwise agreed to in writing by Grantor. The banks of all ditches and canals intersected by said pipeline are to be sandbagged in order to prevent any erosion at these points. All drainage ditches, quarter drains, railroads, canals, roads and headlands traversed by said right of way and servitude will be kept open during the construction of said pipeline, and, upon its completion, pipeline markers are to be placed at a point where said line traverses large canals and at other points which Grantor may designate in order to definitely establish the location of the pipeline on said property.

4. No construction is to take place under this right of way and servitude agreement during the cane harvesting seasons beginning with September 15 and extending through December 31, but if the operations are conducted between August 15 and September 15, Grantee shall be obligated to operate so as not to interfere with Grantor's planting operations. For example, but not by way of limitation, if bridges will be necessary to permit crossing of Grantee's pipeline ditch by Grantor's equipment, such bridges will be placed as the ditch for said pipeline is constructed so that Grantor will not be delayed. Grantee will be responsible to Grantor for damages, including increased expense to Grantor and loss of crop by reason of Grantor's inability to plant during said period occasioned by Grantee's construction operations or Grantee's failure to provide bridges as hereinabove provided for. Grantee shall also be responsible for off right of way damages and these damages shall be paid on the same basis as the original grant.

5. All heavy equipment used in the construction of the pipelines will be kept on the right of way and servitude granted, and all roads, canal, headlands, ditches and all other property used by the Grantee in the construction of said pipeline or in inspecting, repairing and maintaining will be placed back in as good or better condition than at the time the work started. Grantor shall at all times have full use of right of way granted for inspection of construction details. During construction of line, if any conditions occur that cause construction to stop, the construction is to begin again as soon as such conditions permit, the intent being not to leave the construction, once started, unfinished for an appreciable length of time.

6. The right of way and servitude herein granted shall not vest in or ever be construed to vest in Grantee any right, title or interest in or to the surface or to any minerals or mineral rights in, on or under the property above described, nor will this grant be construed as requiring the consent of the Grantee to any contract or agreement affecting the property or the minerals or mineral rights in, on or under or in respect to the same, and the rights of Grantee hereunder shall at all times be held and exercised by Grantee subject, subordinate and inferior to the rights of any mineral leasee.

7. Grantee shall indemnify and save Grantor harmless from any and all claims of whatsoever nature or loss or liability in respect thereto on account of injuries to or death of persons or damages to property including all cost or expense incident thereto, arising out of or deriving wholly or in part from or in connection with the use of said right of way, any operations or acts of Grantee, its agents or employees, or the existence, operation or failure of facilities, it being the intent of the parties hereto that save as in this agreement otherwise expressly provided Grantor will assume no obligation or responsibility whatsoever nor suffer any loss by reason of the execution of this agreement. Under no conditions will Grantor be held liable to Grantee for damages to said pipeline or loss of any sort occasioned by such damages in the event of any suit or action being brought against Grantor to recover for or on account of any such damage, injury or death, Grantee agrees at Grantor's request to appear and defend Grantor in such suit or action at Grantor's sole cost and expense, and Grantee also agrees to pay and satisfy any judgment which may be rendered against Grantor when such suit or action is finally resolved.

8. This right of way and servitude shall include the right of ingress and egress by Grantee, its agents and employees, for the construction, maintenance, operation, repair and removal of the pipeline, and for no other purpose, such right of ingress and egress to be exercised along the centerline shown on the plat attached hereto, and limited to such distances on each side of said centerline as are stipulated in Paragraph 2 hereof. Grantee shall have no other or further right of ingress or egress upon Grantor's property without Grantor's prior consent. In the exercise of such right of ingress and egress, Grantee shall not use such right of way as a base of operations or entry for Grantee's construction of its entire line or any extended portion thereof.

9. The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee, and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of, any pipeline or appurtenances constructed hereunder. Subject to such limitations, Grantor shall have the right to fence the said right of way herein granted and shall have the right to construct or cause to be constructed across, as distinguished from on, along and within said right of way, roads, streets, railroad tracks, pipelines and utility lines, and to grant additional rights of way and servitudes therefor. Grantor shall, however, have the right of the above mentioned construction, and the right to grant additional rights of way and servitudes within and parallel to said right of way herein granted, as distinguished from across, provided such additional grants are made with the written consent to the Grantee having been previously obtained and do not interfere with and impede Grantee's exercise of the rights herein granted; and Grantee agrees it will not unreasonably withhold its consent.

10. Grantee hereby agrees to pay for any loss or damages to property of Grantor, or Grantor's tenants or lessee, including, but not by way of limitation, to growing crops, fences, timber, ditches, canals, roads or other improvements on the property of the Grantor, which may arise or result from the construction, maintenance, operation, repair, replacement, relocation, lowering and removal of said pipeline. In the event of damages not discovered (or thereafter resulting) at the time of any settlement of any damages, failure to claim same by Grantor shall not prejudice Grantor's right to claim same after discovery thereof. Further, if during installation of the line hereunder contemplated, additional work space is utilized other than that covered in this agreement, then such additional work space shall be paid for on the same basis as set forth in this agreement for the original right of way and work space.

11. This agreement shall be null and void and of no effect if Grantee shall fail to construct, complete and put into actual operation a pipeline across said right of way within twelve (12) months from date hereof, provided that the date shall be extended for the entire period of delay or suspension caused by inability to secure proper or necessary supplies, and by reason of strikes, labor troubles.

governmental regulations, force majeure, Acts of God and other causes beyond Grantee's reasonable control; and particularly said date shall be extended further for the entire period of delay or suspension by the delayed issuance of any certificate of convenience and necessity by the Federal Power Commission or other duly authorized and empowered regulatory body, State and Federal. It is further agreed and understood that after the said pipeline shall have been constructed and put into operation, should Grantee fail to use the same for the purposes herein provided for a period of twelve (12) consecutive months, then and in that event the within right of way agreement shall be terminated solely by virtue of said failure and without requiring notice, demand or putting in default; provided that Grantee may within six (6) months from the date of termination of said right of way agreement to remove its pipeline and appurtenances, and provided further that solely at Grantor's option the failure of Grantee to so remove said pipeline and appurtenances within the said six (6) months' period shall operate as an abandonment on the part of Grantee of any claim whatsoever to said pipeline. Grantee shall not sell, assign, transfer, lease or sublease said right of way and servitude and/or its interest in said pipeline without the prior written consent of Grantor provided that such written consent shall not be required in connection with any merger or consolidation with another corporation or in connection with any sale, assignment, transfer, lease or sublease to or in favor of a parent or subsidiary or other corporation having virtually the same stock ownership as Grantee. Nothing contained herein shall require such written consent with respect to any mortgage or other encumbrance placed by Grantee upon said right of way and servitude and Grantee's pipeline or any sale made under the provisions thereof, provided the proceeds from such mortgage or encumbrance are dedicated to said pipeline. In the event of any such sale, assignment, transfer, lease or sublease of said right of way and servitude and/or Grantee's interest in said pipeline, written notice thereof shall be given to Grantor within sixty (60) days thereafter, indicating the name and address of the party to whom such sale, assignment, transfer, lease or sublease is made. It is understood and agreed, however, that no sale.

assignment, transfer, lease or sublease of said right of way and servitude and/or Grantee's interest in said pipeline shall relieve Grantee of its obligations hereunder, and as an express condition of any such transaction Grantee shall require that the assignee, transferee or sub-lessee expressly agree and obligate itself to Grantor to assume and agree to be bound by all terms conditions, provisions and limitations hereof.

12. In the event Grantor, or any person or corporation lawfully claiming under Grantor by grant, lease, contract or otherwise, (except expropriations) shall reasonably determine that the facilities or any part hereof constructed hereunder shall unduly interfere with the use of Grantor's property, then and in that event upon Grantor's giving to Grantee a one hundred fifty (150) day written notice, the facilities of any part thereof constructed by Grantee under the provisions hereof which shall so interfere with the use of Grantor's property shall be lowered or raised so as to eliminate such interference, and Grantee shall use any method that will be adequate to the reasonable needs of Grantor, same to be done at the cost of Grantee, except any alterations required to accommodate public improvements. No such pipeline alteration so requested by Grantor shall be required to be made during any peak period or periods of gas demand by Grantee's gas purchasers, and in no event shall any such alteration be required during the period from November 1 to April 1. After such alteration, all of the provisions of this agreement shall be deemed to apply to the pipeline as relocated or altered.

13. The right of Grantor herein set forth shall exist in favor of all existing and future owners of the land burdened by the right of way and servitude hereby created, and subject to the restrictions on assignment contained in Paragraph 11, the terms, conditions and provisions of this agreement shall inure to the benefit of and be binding upon the respective successors, assigns, transferees, lessees, sublessees of the parties hereto, and others holding rights herein or hereunder.

14. The waiver of a breach of any of the terms and conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of such terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect notwithstanding any such waiver.

15. The right of way and servitude herein granted is given without any warranty by or recourse against Grantor whatsoever, not even for the return of the consideration above recited and is accepted by Grantee subject and subordinate to any previously existing right of way, permits, leases, or other encumbrances heretofore granted and affecting the said property whether recorded or unrecorded.

16. It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 20th day of

January, 1986.

Signed and delivered in the presence of the undersigned witnesses:

Vivian Allcoin

Darlene DeLaune

Vivian Allcoin

Darlene DeLaune

GRANTOR:

CRAWFORD AND THIBAUT, INC.

BY: James H. Thibaut

James H. Thibaut
President

GRANTEE:

MONTEREY PIPELINE COMPANY

BY: Don H. Evans
Don H. Evans, Agent

Scanned on 1 of Dec., 2000

STATE OF LOUISIANA

PARISH OF ASCENSION

ON THIS 20th day of January, 1986,

before me appeared James H. Thibaut, to me personally

known, who being by me duly sworn, did depose and say that he is

President of CRAWFORD & THIBAUT, INC Louisiana

Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.


Osita M. Armedes
NOTARY PUBLIC

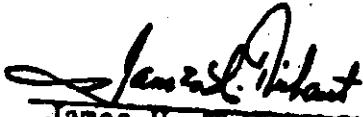
EXCERPT FROM THE MINUTES OF A SPECIAL MEETING
OF CRAWFORD & THIBAUT, INC., HELD AT ITS
OFFICES AT DONALDSONVILLE, LOUISIANA

A Special meeting of the Board of Directors of Crawford & Thibaut, Inc. was held at its office in Donaldsonville, Louisiana, on the 16th day of January, 1986.

It was moved by David D. Thibaut, seconded by Charles L. Thibaut, and the motion passed, said motion being that James H. Thibaut, the President of Crawford & Thibaut, Inc. is hereby authorized and empowered to enter into a pipeline servitude agreement with Monterrey Pipeline Company for the laying of one twenty (20") inch pipeline approximately four hundred twenty-two (422) rods long across Point Houmas Plantation including a crossing at the Mississippi River. The other terms and conditions of the lease shall be determined by James H. Thibaut in his sold and uncontrolled discretion.


ATTEST:


Charles L. Thibaut,
Director


James H. Thibaut, President

CERTIFICATE

I, David D. Thibaut, the undersigned secretary of the aforementioned corporation, do hereby certify that the above and foregoing resolution is a true and correct copy of the said adopted by the Board of Directors of said corporation, and as spread on the minutes of said Board of Directors.


DAVID D. THIBAUT, SECRETARY

FILED IN 107 DEC. 2000

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Louisiana, personally came and appeared to me personally know, who, being by me duly sworn, did depose and say:

That he is _____ of _____, and that the foregoing instrument was executed by him in behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 19 _____.

NOTARY PUBLIC in and for _____ Parish, Louisiana.

State of Louisiana, Parish of Ascension
I, do hereby certify that the above and foregoing was received, filed and recorded in Book of Convey No. 397 Folio No. 85 this 23 day of Jan 1986

Robert H. Berger
Clerk and Recorder

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Ascension, State of Louisiana, personally came and appeared DAN H. EVANS to me personally known, who, being by me duly sworn, did depose and say:

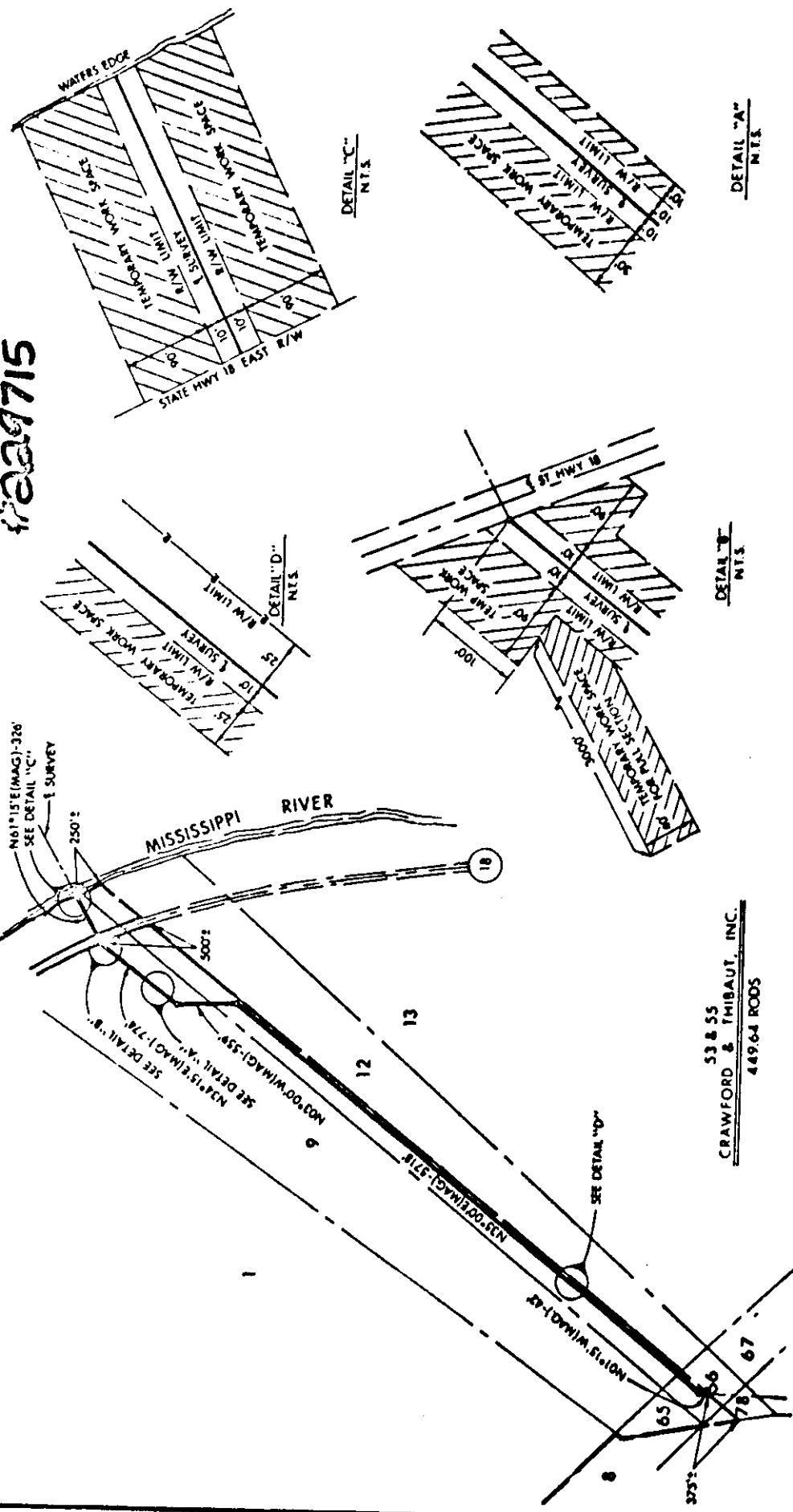
That he is Agent for MONTEREY PIPELINE COMPANY and that the foregoing instrument was executed by him in behalf of said corporation by authority of said corporation, and that he acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me this 22nd day of January, 1986

Antonia D. Amodeo
NOTARY PUBLIC in and for Ascension Parish, Louisiana

ASCENSION PARISH, LOUISIANA
SECTIONS 9, 65, & 66, T11S-R15E

72229715



DETAIL "C"
N.T.S.

DETAIL "A"
N.T.S.

DETAIL "D"
N.T.S.

DETAIL "B"
N.T.S.

33 & 55
CRAWFORD & THIBAUT, INC.
48964 ROODS

<p>Ford, Bacon & Davis INCORPORATED MONROE, LOUISIANA ACTING AS AGENT FOR</p>		<p>PROPOSED 20" PIPELINE CROSSING PROPERTY OF CRAWFORD & THIBAUT, INC.</p>	
<p>MONTEREY PIPELINE COMPANY HOUSTON, TEXAS</p>		<p>17-632-E</p>	
DATE	10/15/85	DESIGN BY	GREER
APPROVED BY		DRAWN BY	
REVISION		CHECKED BY	
NO.		DATE	
2	1-16-86	REV DUE TO LINE CHANGE	BAC
1	2-4-85	REV TRACT NO & ADDED DETAILS	FLB

1 2 3 4 5 6

272862

CONTRACT OF LEASE

RECEIVED
HART BOURQUE
CLERK OF COURT

UNITED STATES OF AMERICA

BY: CRANFORD & THIBAUT, INC.

OCT 17 12 56 PM '89

STATE OF LOUISIANA

TO: ORMET CORPORATION

PARISH OF ASCENSION

***** BY *MS Dining* *****
BY CLERK OF COURT

BE IT KNOWN AND REMEMBERED THAT:

This Contract of Lease is entered into by and between:

CRANFORD & THIBAUT, INC., a corporation organized and created under the laws of the State of Louisiana, herein represented by James H. Thibaut, its President,

hereinafter sometimes referred to as the "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, organized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by R. E. Boyle, its President, duly authorized,

hereinafter sometimes referred to as the "LESSEE".

WITNESSETH:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration, and upon the terms and conditions hereinafter set forth, the following land, to-wit:

A certain piece or parcel of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, commonly referred to as "batture", and being a portion of the "batture" of what is known as "Point Houmas Plantation", said portion beginning at the lower or downriver boundary line of the Point Houmas Plantation and extending upriver a distance of 5,280 feet.

That part of the hereinabove described property which is leased by the Lessor to the Lessee for the purposes hereinafter set forth is limited to that portion of the batture fronting on the Mississippi River and so much of said batture as is necessary for Lessee's use of the premises for the purposes for which this lease is granted.

The purpose of this lease is for fleeting and mooring rights for barges and vessels on the Mississippi River, such rights being to secure mooring lines of barges and other vessels on the Mississippi River and to construct or place buoys, anchors or pilings in order to secure such vessels, together with the right to load and unload, clean and maintain such vessels and related uses.

547

159

It is understood that the rights herein granted by Owner/Lessor to Lessee shall be exercised along the batture portion of Owner/Lessor's property only and Lessee shall not construct any improvements other than those necessary for the above specified purposes. The Owner/Lessor retains all other rights for the full and uninterrupted use of the batture for any and all other purposes which do not interfere with Lessee's operations. However, it is understood and agreed that Lessee shall have the right of ingress and egress from the public highway and streets along the Mississippi River levee, over and across the batture of the Owner/Lessor for the purpose of inspection of its operations and construction maintenance of facilities necessary for Lessee's operations.

In the event that any portion of the leased premises is taken under the right of expropriation or by a voluntary transfer in lieu thereof to any legal entity vested with the power of expropriation, or is prevented from being utilized for the purposes herein expressed by any action of the U. S. Corps of Engineers, Levee Board, or other governmental regulatory authority, including, but not limited to, failure to grant or renew necessary permits or licenses,

A. Owner/Lessor agrees to deduct that portion of the river frontage of the leased premises so affected from the river frontage figure shown above and thereby reduce the rent proportionately for that year and all succeeding years of this lease and any renewals and extensions thereof during which Lessee shall be so restricted;

or, at the sole option of Lessee,

B. Lessee shall have the right to cancel this lease in its entirety.

Lessee will be solely responsible for all damages and injuries to property or persons occasioned or arising out of the fleeting operations to be conducted by it under this agreement and agrees to hold Owner/Lessor or Owner/Lessor's successors in title, harmless on account of all injuries or damages.

The term of this lease shall be for a primary term of three (3) years, commencing January 1, 1986 and extending to December 31, 1988, with options to re-lease for two (2) additional one (1) year periods.

In the event the Lessee does not desire to exercise the option herein granted to re-lease the property for the first or subsequent option term of one (1) year each, the Lessee shall notify Lessor or any one of them in writing at least thirty (30) days prior to the expiration of the primary or option term then in effect; in the event Lessee does not notify Lessor of its intention not to exercise the option to re-lease the property for the subsequent option term, said subsequent option term shall automatically be exercised.

The consideration or rental for said lease shall be:

- 1) For the first year of the lease, commencing January 1, 1986 and extending to December 31, 1986, the Lessee shall pay to the Lessor the sum of NINETY FIVE THOUSAND, FORTY AND No/100 (\$95,040.00) DOLLARS.
- 2) For the second year of the lease, commencing January 1, 1987 and extending to December 31, 1987, the Lessee shall pay to the Lessor the sum of ONE HUNDRED THOUSAND, THREE HUNDRED TWENTY AND No/100 (\$100,320.00).
- 3) For the third year of the lease, commencing January 1, 1988 and extending to December 31, 1988, the Lessee shall pay to the Lessor the sum of ONE HUNDRED FIVE THOUSAND, SIX HUNDRED AND No/100 (\$105,600.00).
- 4) For the first one (1) year option term, if exercised, commencing January 1, 1989 and extending to December 31, 1989, the Lessee shall pay to the Lessor the sum of ONE HUNDRED TEN THOUSAND, EIGHT HUNDRED EIGHTY AND No/100 (\$110,880.00) DOLLARS.
- 5) For the second one (1) year option term, if exercised, commencing January 1, 1990 and extending to December 31, 1990, the Lessee shall pay to the Lessor the sum of ONE HUNDRED SIXTEEN THOUSAND, ONE HUNDRED SIXTY AND No/100 (\$116,160.00) DOLLARS.

All rental shall be paid in equal quarterly installments, in advance at the beginning of each applicable quarter.

Specific performance is reserved to both parties to this agreement.

All payment of rent, and all notices, demands and correspondence made necessary by the provisions of this lease, shall be deemed to be properly paid, given, served or addressed to, if and when sent by U. S. Mail, registered or certified, postage prepaid, directed as follows:

TO LESSOR:

CRAWFORD & THIBAUT, INC.
POST OFFICE BOX 431
DONALDSONVILLE, LA 70346

TO LESSEE:

ORNET CORPORATION
POST OFFICE BOX 25
BURNSIDE, LA 70738.

In case of default in any of the covenants herein, the parties to the lease may enforce the performance of the lease in any of the modes provided by law, if such default continues for a period of sixty (60) days after a party has notified the defaulting party of such default, and his, their or its intention to declare the lease forfeited, in the event the default is not removed or cured, such notice to be sent by certified mail, with return receipt requested, to the addressees stated above for the defaulting party in said lease, and, unless the defaulting party shall have removed, cured or reasonably attempted to remove or cure said default within sixty (60) days of receipt of said notice.

This lease is personal to Lessee, and it shall have no right to assign, sub-let or make any transfer of this lease, either voluntarily or involuntarily, without the advanced written consent of Lessor.

In the event that Burnside Terminal ceases to operate as a public bulk marine terminal, then Ornet Corporation will have the right to cancel this lease upon ninety (90) days' written notice given to the Lessor, with any advance rental payments made prior to the effective of the termination being prorated.

This lease shall be subject to cancellation by the Lessor on ninety (90) days' notice and on the condition that such cancellation shall occur only if Lessor sells the property and the purchaser shall have need for use of the property and batture free from the fleeting rights of Lessee.

IN WITNESS WHEREOF, witness the signature of Crawford & Thibaut, herein represented by James H. Thibaut, its President, in the Parish of Ascension, State of Louisiana, on the 6 day of January 1989; and of Ormet Corporation, herein represented by R. E. Boyle, duly authorized, in the Parish of Ascension, State of Louisiana, on the ___ day of _____, 1989.

WITNESSES:

[Signature]
Edmir M. Landry

LESSOR:

CRAWFORD & THIBAUT, INC.
BY: [Signature]
James H. Thibaut, Pres.

WITNESSES:

[Signature]
Paula Jackson

LESSEE:

ORMET CORPORATION
BY: [Signature]
R. E. Boyle, President

State of Louisiana, Parish of Ascension
I do hereby certify that the above instrument was received, filed
and recorded in Book of 547
No. 459 Page No. 547
This 11 day of Oct, 1989

[Signature]
Clerk and Recorder

551

RECORDED FROM THE ORIGINAL ON FILE THIS THE 11th DAY OF OCTOBER, 1989

[Signature]
KERNY HART BOURQUE CLERK OF COURT ASCENSION

273379

RECEIVED
HART BOURQUE
CLERK OF COURT

CERTIFICATE OF ESTOPPEL AND CONSENT

OCT 25 3 01 PM '89

BY Ms. Dumie
BY CLERK OF COURT

STATE OF LOUISIANA,

PARISH OF ASCENSION.

COMMONWEALTH ~~STATE~~ OF Massachusetts,

COUNTY OF Suffolk.

BEFORE one of the undersigned Notaries Public, in and for the Parish, County and States aforesaid, and in the presence of the respective undersigned witnesses, personally came and appeared:

CRAWFORD & THIBAUT, INC. ("Landlord"), a Louisiana corporation, having its principal place of business at RONCHERVILLE, ASCENSION PARISH, LOUISIANA, represented herein by James H. Thibaut, its duly authorized and appointed President;

and

ORMET CORPORATION ("Borrower"), a Delaware corporation, having its principal place of business at Ohio State Route 7, Hannibal, Ohio, represented herein by R. Emmett Boyle, its duly authorized and appointed President.

who each declared unto the respective undersigned Notaries, and in the presence of the said respective undersigned witnesses, as follows:

WHEREAS, BancBoston Financial Company, on its own behalf and on behalf of one or more other lenders (collectively the "Lenders"), will be entering into a Revolving Credit Agreement with Borrower, pursuant to which Lenders shall make revolving loans and grant other financial accommodations to Borrower (the "Credit Agreement");

WHEREAS, Landlord is Lessor under a certain Contract of Lease dated January 6, 1986 (the "Lease") with Borrower, covering certain property (the "Leased Premises") located in Ascension Parish, Louisiana, and more fully described in the Lease, a true and correct copy of which is attached hereto as Exhibit "A";

WHEREAS, as a condition to Lenders entering into the Credit Agreement, Borrower is required to grant a security interest, by way of an Act of Collateral Mortgage and Collateral Chattel Mortgage (the "Mortgage") to Lenders, covering all of Borrower's right, title and interest as lessee under the Lease; and

WHEREAS, pursuant to the terms of the Lease, Borrower must obtain the consent of Landlord to the assignment of Borrower's rights thereunder;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Borrower do hereby agree as follows:

1. No Default Under Lease. Landlord hereby represents that the Lease is in full force and effect and that it is unaware of any current condition constituting a default under the Lease or which would permit Landlord to terminate the Lease.

2. Consent. Landlord hereby consents to the grant by Borrower to Lenders of a security interest or mortgage, in and to all of the right, title and interest of Borrower under the Lease. Without limiting the generality of the foregoing, Landlord hereby absolutely, unconditionally and irrevocably agrees that:

- (a) From the date hereof and until such time as Landlord shall receive from Lenders a written notice of the cancellation and release of the Mortgage, Landlord shall furnish to Lenders copies of all written notices given to Borrower by Landlord with respect to any default by Borrower under the Lease, and agrees that Lenders shall have a reasonable opportunity to cure such default and Landlord will accept such performance by Lenders so long as Lenders commence to cure any default within thirty days after receipt of written notice thereof from Landlord.
- (b) Landlord shall not, without prior written notice to Lenders, cause or permit the modification or amendment of the Lease.
- (c) From and after the date on which Landlord shall receive from Lenders a written notice informing it that Lenders are entitled and have elected, as a result of a default under the Credit Agreement or the

Mortgage, to avail themselves of all the rights, remedies, powers and privileges granted to Lenders under the Mortgage of the Lease, Landlord shall recognize Lenders as tenants under the Lease. Lenders shall thereupon become liable for and shall be deemed to have assumed all of the obligations of Borrower under the Lease, provided that Lenders shall not be deemed to have assumed and shall not be liable to Landlord or a third party for any liabilities or obligations of Borrower arising prior to Lenders' acquisition of Borrower's right, title and interest in and to the Lease.

3. Miscellaneous.

- (a) All notices under this Certificate of Estoppel and Consent shall be in writing and delivered personally or by certified mail, postage prepaid, addressed to the parties at:

If to Landlord: Crawford & Thibaut, Inc.
Post Office Box 431
Donaldsonville, Louisiana 70346

If to Borrower: Ormet Corporation
Post Office Box 176
State Route 7
Hannibal, Ohio

If to Lenders: BancBoston Financial Company
100 Federal Street
Boston, Massachusetts 12109

- (b) Landlord and Borrower further acknowledge and agree that no provision of this Certificate of Estoppel and Consent can be changed, waived, or discharged or terminated except by an instrument in writing signed by each of the Lenders and by Landlord.
- (c) For ease of execution, this instrument may be executed in multiple counterparts, each one of which shall be deemed to be an original for all purposes, and binding on the signatory parties regardless of what other parties sign such counterpart. All of such multiple counterparts when considered together shall be deemed to be but one instrument.

THUS DONE AND PASSED in my office in AZENSION Parish, Louisiana, in the presence of the undersigned competent witnesses, who have signed hereunto together with me, Notary, on this 7th day of October, 1989.

WITNESSES:

Paul G. Ruck
Emilia M. Landry

CRAWFORD & THIBAUT, INC.
By James H. Thibaut, Pres.
James H. Thibaut - 1155.0107

[Signature]

--Landlord

NOTARY PUBLIC in and for
AZENSION Parish, Louisiana.

THUS DONE AND PASSED in my office in Suffolk County, Massachusetts, in the presence of the undersigned competent witnesses, who have signed hereunto together with me, Notary, on this 12th day of October, 1989.

WITNESSES:

Del. G. Boyer
C. J. Palmer

ORMET CORPORATION
By R. Emmett Boyle
A. Emmett Boyle, President

--Borrower

Fray A. Curreni

NOTARY PUBLIC in and for
Suffolk County, Massachusetts
My Commission Expires: 10/8/93

Attached to Certificate of
Estoppel and Consent

CONTRACT OF LEASE

BY: CRAWFORD & THIBAUT, INC.

TO: ORMET CORPORATION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ASCENSION

BE IT KNOWN AND REMEMBERED THAT:

This Contract of Lease is entered into by and between:

CRAWFORD & THIBAUT, INC., a corporation organized and created under the laws of the State of Louisiana, herein represented by James H. Thibaut, its President, hereinafter sometimes referred to as the "LESSOR", and

ORMET CORPORATION, a corporation organized under the laws of the State of Delaware, organized to do and doing business in the State of Louisiana, domiciled in Wilmington, Delaware, represented by R. E. Boyle, its President, duly authorized, hereinafter sometimes referred to as the "LESSEE".

W I T N E S S E T H:

That Lessor does hereby lease, let and rent unto the Lessee, and the Lessee does hereby hire and take for the price and consideration, and upon the terms and conditions hereinafter set forth, the following land, to-wit:

A certain piece or parcel of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, commonly referred to as "batture", and being a portion of the "batture" of what is known as "Point Houmas Plantation", said portion beginning at the lower or downriver boundary line of the Point Houmas Plantation and extending upriver a distance of 5,280 feet.

That part of the hereinabove described property which is leased by the Lessor to the Lessee for the purposes hereinafter set forth is limited to that portion of the batture fronting on the Mississippi River and so much of said batture as is necessary for Lessee's use of the premises for the purposes for which this lease is granted.

The purpose of this lease is for floating and mooring rights for barges and vessels on the Mississippi River, such rights being to secure mooring lines of barges and other vessels on the Mississippi River and to construct or place buoys, anchors or pilings in order to secure such vessels, together with the right to load and unload, clean and maintain such vessels and related uses.

TO LESSOR:

CRAWFORD & THIBAUT, INC.
POST OFFICE BOX 431
DONALDSONVILLE, LA 70346

TO LESSEE: to release the property for the lease
ORMET CORPORATION ONE (1) YEAR TERM, THE TERMS OF WHICH ARE
POST OFFICE BOX 25
Lessor or BURNSIDE, LA 70738. Thirty (30) days prior
to the date of "default" in any of the covenants herein, the
parties to the lease may enforce the performance of the lease in any
of the modes provided by law, if such default continues for a period
of sixty (60) days after a party has notified the defaulting party of
such default, and his, their or its intention to declare the lease
forfeited. In the event the default is not removed or cured, such
notice to be sent by certified mail, with return receipt requested, to
the addressee stated above for the defaulting party in said lease, and,
and, unless the defaulting party shall have removed, cured or
reasonably attempted to remove or cure said default within sixty (60)
days of receipt of said notice.

This lease is personal to Lessee, and it shall have no right
to assign, sub-let or make any transfer of this lease, either
voluntarily or involuntarily, without the advanced written consent of
Lessor.

In the event that Burnside Terminal ceases to operate as a
public bulk marine terminal, then Ormet Corporation will have the
right to cancel this lease upon ninety (90) days' written notice given
to the Lessor, with any advance rental payments made prior to the
effective of the termination being prorated.

This lease shall be subject to cancellation by the Lessor on
ninety (90) days' notice and on the condition that such cancellation
shall occur only if Lessor sells the property and the purchaser shall
have need for use of the property and be free from the fleeting
rights of Lessee.

IN WITNESS WHEREOF, witness the signature of Crawford & Thibaut, herein represented by James H. Thibaut, its President, in the Parish of Ascension, State of Louisiana, on the 4 day of January, 1941 and Ormet Corporation, herein represented by R. E. Boyle, duly authorized, in the Parish of Ascension, State of Louisiana, on the 4 day of Jan, 1941.

WITNESSES: IN CASE OF DEFAULT BY LESSOR: James H. Thibaut, Pres.
WITNESSES: IN CASE OF DEFAULT BY LESSEE: Edna M. Leavelle

WITNESSES: Dollie R. Reagan
Lucile J. ...
R. E. Boyle, President

and, unless the defaulting party shall have removed, cured or temporarily rectified to remove or cure said default within sixty (60) days of receipt of said notice.

to maintain, repair or take any transportation or other action, or to

rights to demand this to be done upon receipt of notice.

have had for use of the property and

...

It is understood that the rights herein granted by Owner/Lessor to Lessee shall be exercised along the batture portion of Owner/Lessor's property only and Lessee shall not construct any improvements other than those necessary for the above specified purposes.

The Owner/Lessor retains all other rights for the full and uninterrupted use of the batture for any and all other purposes which do not interfere with Lessee's operations. However, it is understood and agreed that Lessee shall have the right of ingress and egress, from the public highway and streets along the Mississippi River levee, over and across the batture of the Owner/Lessor for the purpose of inspection of its operations and construction maintenance of facilities necessary for Lessee's operations.

In the event that any portion of the leased premises is taken under the right of expropriation or by a voluntary transfer in lieu thereof to any legal entity vested with the power of

expropriation, or is prevented from being utilized for the purposes herein expressed by any action of the U. S. Corps of Engineers, Levee Board, or other governmental regulatory authority, including, but not limited to, failure to grant or renew necessary permits or licenses,

A. Owner/Lessor agrees to deduct that portion of the river frontage of the leased premises so affected from the river frontage figure shown above and thereby reduce the rent proportionately for that year and all succeeding years of this lease and any renewals and extensions thereof during which Lessee shall be so restricted;

or, at the sole option of Lessee,
B. Lessee shall have the right to cancel this lease in its entirety.

Lessee will be solely responsible for all damages and injuries to property or persons occasioned or arising out of the fleeting operations to be conducted by it under this agreement and agrees to hold Owner/Lessor or Owner/Lessor's successors in title, harmless on account of all injuries or damages.

The term of this lease shall be for a primary term of three (3) years, commencing January 1, 1986 and extending to December 31, 1988, with options to re-lease for two (2) additional one (1) year periods.

It is understood that the rights herein granted by Lessor to Lessee shall be subject to the approval of the Owner, and in the event the Lessee does not desire to exercise the option herein granted to re-lease the property for the first and subsequent option term of one (1) year each, the Lessee shall notify Lessor or anyone of them in writing at least thirty (30) days prior to the expiration of the primary or option term then in effect; in the event Lessee does not notify Lessor of its intention not to exercise the option to re-lease the property for the subsequent option term, said subsequent option term shall automatically be exercised.

The consideration or rental for said lease shall be as follows: (1) For the first year of the lease, commencing January 1, 1986 and extending to December 31, 1986, the Lessee shall pay to the Lessor the sum of NINETY FIVE THOUSAND, FORTY AND No/100 (\$95,040.00) Dollars; (2) For the second year of the lease, commencing January 1, 1987 and extending to December 31, 1987, the Lessee shall pay to the Lessor the sum of ONE HUNDRED THOUSAND, THREE HUNDRED TWENTY AND No/100 (\$100,320.00) Dollars; (3) For the third year of the lease, commencing January 1, 1988 and extending to December 31, 1988, the Lessee shall pay to the Lessor the sum of ONE HUNDRED FIVE THOUSAND, SIX HUNDRED AND No/100 (\$105,600.00) Dollars.

4) For the first one (1) year option term, if exercised, commencing January 1, 1989 and extending to December 31, 1989, the Lessee shall pay to the Lessor the sum of ONE HUNDRED TEN THOUSAND, EIGHT HUNDRED EIGHTY AND No/100 (\$110,880.00) DOLLARS.
5) For the second one (1) year option term, if exercised, commencing January 1, 1990 and extending to December 31, 1990, the Lessee shall pay to the Lessor the sum of ONE HUNDRED SIXTY THOUSAND, ONE HUNDRED SIXTY AND No/100 (\$116,160.00) DOLLARS.

All rental shall be paid in equal quarterly installments, in advance at the beginning of each applicable quarter.

Specific performance is reserved to both parties to this agreement.

All payment of rent, and all notices, demands and correspondence made necessary by the provisions of this lease, shall be deemed to be properly paid, given, served or addressed to, if and when sent by U. S. Mail, registered or certified, postage prepaid, directed as follows:

CERTIFICATE OF CORPORATE RESOLUTION

STATE OF LOUISIANA,

PARISH OF ADIRONSIC

BEFORE ME, the undersigned authority, personally came and appeared David D. Thibaut, who did depose and certify that he is the Secretary of Crawford & Thibaut, Inc. (the "corporation"), a corporation duly organized and existing under the laws of the State of Louisiana.

He did further certify that by a special meeting of the Board of Directors of said corporation, held on October 7, 1989, the following resolution was duly adopted and is now in full force and effect:

RESOLVED, that James H. Thibaut, President of Crawford & Thibaut, Inc. is hereby authorized and empowered to enter into a document consenting to the assignment of the rights of Ormet Corporation in and to the lease from Crawford & Thibaut, Inc. dated January 1, 1986 of the batture of Point Houmas Plantation. Said assignment being in the form of a security interest granted to BancBoston Financial Company, on its own behalf and on behalf of one or more other lenders, in the form of a collateral mortgage, collateral chattel mortgage or other security device. The terms and conditions of this consent shall be determined by James H. Thibaut in his sole and uncontrolled discretion.

He did further certify that this resolution is within the power of the Board of Directors to pass as provided in the Articles and By-Laws of this corporation, that the special meeting of the Board was duly called pursuant to a written waiver of notice signed by all of the directors of the corporation, and furthermore that this resolution has not been rescinded or amended and is still in full force and effect.

SHORN TO AND SUBSCRIBED before me, Notary, and the undersigned competent witnesses this 20 day of October, 1989.

WITNESSES:

Edna M. Lerby
Margaret Rodway

David D. Thibaut
David D. Thibaut, Secretary

M. Marchand

NOTARY PUBLIC in and for
ASCENSION Parish, Louisiana.

State of Louisiana, Parish of Ascension
I, do hereby certify that the above and foregoing was received, filed
and recorded in Book of Gen
this 25 No. 460 Day of Oct No. 302 to 89

Kermit H. Bourque
Clerk and Recorder

040.709

312

RECORDED FROM THE ORIGINAL ON FILE THIS THE 25th DAY OF OCTOBER, 1989

Kermit H. Bourque
KERMIT HART BOURQUE CLERK OF ASCENSION

294452

EXTRACT OF LEASE BY AND BETWEEN:
CRAWFORD & THIBAUT, INC., LESSOR
AND ORMET CORPORATION, LESSEE

UNITED STATES OF AMERICA
RECEIVED
STATE OF LOUISIANA
CLERK OF COURT
PARISH OF ASCENSION
SEP 30 10 15 AM '91

BE IT KNOWN AND REMEMBERED THAT:

BY [Signature]
DY CLERK OF COURT

A Contract of Lease was entered into by and between Crawford & Thibaut, Inc., as Lessor, and Ormet Corporation, as Lessee, said Lease signed by James H. Thibaut, President of Crawford & Thibaut, Inc., on the ___ day of _____, 1991, and by R. E. Boyle, President of Ormet Corporation, on March 13, 1991.

The property subject to this lease is described as follows, to-wit:

A certain piece or parcel of land situated in the Parish of Ascension, on the right descending bank of the Mississippi River, commonly referred to as "batture", and being a portion of the "batture" of what is known as "Point Houmas Plantation", said portion beginning at the lower or downriver boundary line of the Point Houmas Plantation and extending upriver a distance of 5,280 feet.

The Lease is for a term of five (5) years, commencing on January 1, 1991 and extending to December 31, 1995.

This Extract of Lease is made for the purpose of recording in the public records, pursuant to La. Rev. Stat. 9:2721.1.

IN WITNESS WHEREOF, witness the signature of Crawford & Thibaut, Inc., represented by James H. Thibaut, its President, in the Parish of Ascension, Louisiana, on the 11th day of April, 1991; and of Ormet Corporation, herein represented by R. E. Boyles, its President, duly authorized, in the COUNTY of MOUROE, State of OHIO, on the 16th day of SEPTEMBER, 1991.

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

CRAWFORD & THIBAUT, INC.
BY: [Signature]
JAMES H. THIBAUT
PRESIDENT

ORMET CORPORATION
BY: [Signature]
R. E. BOYLE, PRESIDENT

Parish of Ascension
I hereby certify that the above and foregoing was received, recorded in Book of CAB No. 484 Page No. 556 of 30 of Sept. 19 91

556

RECORDED FROM THE ORIGINAL ON FILE THIS 27th DAY OF SEPTEMBER, 1991
[Signature]
KERMIT HART-BOURQUE CLERK OF ASCENSION

MARKETING AGREEMENT

AND/OR

CONTRACT TO SELL SUGAR CANE

INSTRUMENT # 00644771
FILED AND RECORDED
ASCENSION CLERK OF COURT
UNITED STATES DISTRICT COURT
COB. MOB. OTHER _____
STATE OF LOUISIANA
DEPUTY CLERK & RECORDER

1 cc
Scanned by S

This agreement ("Agreement") is made and entered into on this 24th day of April, 2001 ("Effective Date"), by and among:

CERTIFIED TRUE COPY BY

EVAN HALL SUGAR CO-OPERATIVE, INC., a Louisiana corporation represented herein by the undersigned duly authorized officer ("Evan Hall");

DEPUTY CLERK
SLIPPR02

SOTILE FARMS, INC., a Louisiana corporation represented herein by the undersigned duly authorized officer ("Grower"); and

LULA-WESTFIELD, L.L.C., a Louisiana limited liability company represented herein by the undersigned duly authorized member ("Processor").

WITNESSETH:

WHEREAS, Evan Hall is a commercial processor of raw sugar cane who enters into this Agreement for the purpose of minimizing speculation and waste and to promote more economical methods of production, processing, marketing and distribution of sugar cane, sugars, syrups, and/or the by-products thereof in the interest of Grower and the public through this Agreement;

WHEREAS, Grower is a commercial sugar cane farmer;

WHEREAS, Processor is a commercial processor of raw sugar cane that is desirous of obtaining more sugar cane for its operations;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Marketing of Cane. In consideration for its business and contractual relationship, Grower hereby grants unto Evan Hall the right to market its sugar cane and to direct its sugar cane to a particular mill for a term of ten (10) years commencing from the Effective Date.

2. Direction of Cane. Evan Hall hereby directs Grower to deliver to Processor the sugar cane its produces from the property described on Exhibit "A" in accordance with the terms and conditions contained herein for the next four (4) grinding seasons commencing with the 2001 grinding season. In consideration for this direction of cane, Processor hereby agrees to pay Evan Hall a fee payable as follows:

25

- a. Upon signing this Agreement, ONE AND 00/100 (\$1.00) DOLLAR per ton harvested for the year 2001 sugar cane crop from the property described on Exhibit "A" using as an estimate the tons of cane harvested for the 2000 crop on the property described on Exhibit "A";
- b. Thirty (30) days after the 2001 grinding season ends, an additional ZERO AND 50/100 (\$.50) DOLLAR per ton for the 2001 sugar cane crop based on and adjusted for the actual tons processed by Processor from the property described on Exhibit "A";
- c. Thirty (30) days after the 2002 grinding season ends, ONE AND 50/100 (\$1.50) DOLLAR per ton for the 2002 sugar cane crop based on the actual tons processed by Processor from the property described on Exhibit "A";
- d. Thirty (30) days after the 2003 grinding season ends, ONE AND 00/100 (\$1.00) DOLLAR per ton for the 2003 sugar cane crop based on the actual tons processed by Processor from the property described on Exhibit "A"; and
- e. Thirty (30) days after the 2004 grinding season ends, ONE AND 00/100 (\$1.00) DOLLAR per ton for the 2004 based on actual tons processed by Processor from the property described on Exhibit "A".

3. Assignment of the Right to Direct Cane. Evan Hall hereby assigns to Processor the right to market and/or direct Grower's sugar cane for years five (5) (the 2005 grinding season) through ten (10) (the 2010 grinding season), provided Processor has paid the entirety of the fee to Evan Hall described in Section 2 above.

4. Assignment of Inventory Managements by Evan Hall. Evan Hall agrees to and does hereby transfer, assign, and/or convey to Processor, if permissible by law, any and all inventory managements, any such allotments, production controls, processing capacities, or cropland designation based on the crops grown on Exhibit "A" which may be designated to Evan Hall and Grower by any governmental agency or body during the term of this Agreement based upon sugar cane crops processed, produced and/or marketed by Evan Hall and Grower. Evan Hall agrees to execute such governmental forms as may be reasonably requested to accomplish the aforementioned transfer, assignment, and/or conveyance to Processor. Further, Evan Hall and Grower agree to take any and all reasonable steps and action to obtain and maintain any and all inventory managements, any such allotments, production controls, processing capacities, or cropland designation based on the crops grown on Exhibit "A" which can be designated to Evan Hall and Grower by any governmental agency or body during the term of this Agreement based upon sugar cane crops processed, produced and/or marketed by Evan Hall and Grower. Notwithstanding anything contained herein to the contrary, Evan Hall does not warrant that any such inventory managements, allotments, production controls or processing capacities will be designated by any governmental

agency in the future, nor that any such inventory managements, allotments, production controls or processing capacities will be assignable.

5. Terms for the Growers' Cane Directed by Evan Hall or Processor.

- (a) In consideration for this Agreement and for the entire duration of agreement, Grower will dedicate, sell, and deliver or make available for delivery to the Processor all of the raw sugar cane it produces or which is produced from the property described on Exhibit "A" during the term of this Agreement (except cane retained by Grower for Grower's own seed) for processing and manufacturing. Processor agrees to pay to Grower any and all freight costs associated with the delivery of sugar cane to the Processor. Further, Grower acknowledges and agrees that it is authorized and empowered to enter into this Agreement because it either owns the sugar cane crop which is the object of this Agreement or its lease contract reserves to Grower herein the right to designate the sugar mill for processing of the sugar cane crop which is the object of this Agreement.
- (b) In consideration for this Agreement, Processor shall during the first four (4) years of this Agreement market and/or purchase Grower's sugar cane described on Exhibit "A" which is attached hereto and made a part hereof.
- (c) Delivery of the sugar cane covered by this Agreement shall begin with the commencement of Processor's seasonal processing operation, in accord with notice to be given Grower by Processor at least three (3) days prior to the commencement of such processing operations. Delivery shall be made by Grower to Processor at an agreed upon site. Time, rate, and place of delivery shall be determined by Processor to provide for optimum mill operations.
- (d) For all sugar cane delivered to Processor's mill, ownership shall pass to Processor when such sugar cane is weighed on Processor's scale. For sugar cane hauled by Processor, ownership shall pass to Processor when such sugar cane is loaded by Grower into Processor's trailer at Grower's loading site.
- (e) Processor reserves the right to reject delivery or acceptance of any sugar cane it deems unsuitable for processing. Any rejection or nonacceptance of sugar cane shall not be deemed a release or rejection of the remainder of Grower's crop such that Grower is no longer subject to the terms of this Agreement.
- (f) Grower acknowledges that Processor may from time to time be compelled to honor liens or privileges on Grower's crops and make remittances directly to said lien or privilege holders. When lawfully notified, Processor will make payment directly to owners of crop shares. Grower holds Processor harmless

from any liability for any deductions and remittances contemplated hereinabove.

- (g) It is specifically understood by Grower that the prices paid to Grower for its sugar cane and molasses and/or the percentage of the net proceeds from the sale of raw sugar produced for the season attributed to Grower's sugar cane shipments, the method for the determination of raw sugar attributable to Grower and the payment schedule are subject to change.
- (h) Processor hereby agrees that Grower shall receive an amount equal to the highest price that Processor pays to any of its Growers for its sugar and molasses.

6. Inability to Receive Cane. If the Processor is unable to accept the delivery of sugar cane during a period of five (5) consecutive days or more due to fire, lack of fuel, strikes, accidents, breakage of machinery, or act of God beyond the control of Processor, Grower shall be at liberty, without any responsibility to Processor therefor, to sell and deliver Grower's sugar cane elsewhere until such time as operations are renewed at the mills and the mill is again in a position to receive deliveries of the sugar cane, at which time, Grower shall recommence delivery of sugar cane under the terms of this Agreement. Processor shall have the right to accept the delivery of such sugar cane and to ship same to any factory wheresoever located in the State of Louisiana. In the case of inability of Processor to receive deliveries for the reasons hereinabove mentioned, it shall not be liable to Grower for any loss incurred by Grower by reason of such inability to process sugar cane, except that Processor shall be responsible for the cost of freight if Grower is required to deliver its sugar cane to another mill, unless such other mill pays such freight cost.

7. Remedies for breach by Grower. In the event of a breach or threatened breach of this Agreement, Processor shall be entitled to seek any and all remedies available under Louisiana law, including, but not limited to the following:

- (a) Liquidated Damages in favor of Processor. Inasmuch as the remedy at law would be inadequate, and inasmuch as it is now and ever will be impractical and extremely difficult to determine the actual damage resulting to Processor should Grower fail to deliver any sugar cane as herein provided, Grower hereby expressly agrees to pay to Processor for all such sugar cane delivered, sold, consigned, withheld or marketed by or for Grower other than in accordance with the terms of this Agreement, the sum of FIVE AND NO/100 (\$5.00) DOLLARS per ton of such cane, as liquidated damages for the breach of this Agreement. Processor is authorized to use any funds due to Grower, or held for Grower's account, in settlement of such damages.
- (b) Injunction: Specific Performance. In the event of a breach or threatened breach of this Agreement, Processor shall be entitled to an injunction to prevent the breach or further breach of this Agreement, and to a decree of specific performance.

- (c) Litigation. If Processor brings any action whatsoever by reason of a breach or threatened breach of this Agreement, Grower agrees to pay to Processor all costs of court, all costs for bond or bonds, all expenses of travel, and all expenses arising out of, caused by, or in connection with such litigation, together with reasonable attorney's fees incurred by Processor in such proceeding(s). All such costs and expenses shall be included in any judgment(s), and shall be entitled to the benefits of any lien(s) securing any payment(s) thereunder.

8. Remedies for other breaches. In the event of a breach or threatened breach of this Agreement other than as provided in Section 7 above, the aggrieved party shall be entitled to seek any and all remedies available under Louisiana law, including, but not limited to the following:

- (a) Injunction: Specific Performance. Inasmuch as the remedy at law would be inadequate, and inasmuch as it is now and ever will be impractical and extremely difficult to determine the actual damage resulting from a breach or threatened breach of this Agreement, the aggrieved party shall be entitled to an injunction to prevent the breach or further breach of this Agreement, and to a decree of specific performance.
- (b) Litigation. If the aggrieved party brings any action whatsoever by reason of a breach or threatened breach of this Agreement, the party breaching the Agreement agrees to pay to the aggrieved party all costs of court, all costs for bond or bonds, all expenses of travel, and all expenses arising out of, caused by, or in connection with such litigation, together with reasonable attorney's fees incurred by the aggrieved party in such proceeding(s). All such costs and expenses shall be included in any judgment(s), and shall be entitled to the benefits of any lien(s) securing any payment(s) thereunder.

9. Controlling Law. This grant agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Louisiana

10. Entire Agreement. This Agreement constitutes the entire understanding regarding the marketing, sale and purchase of sugar cane between the parties hereto and supersedes any prior understandings and agreements between them, whether written or oral, respecting the subject matter of the Agreement. The entirety of the Agreement is the work product of all of the parties, and no provision thereof shall ever be construed against any party on the basis that he or she prepared the same or was the author thereof.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be binding on the party or parties so signing, and all of such counterparts, when executed, shall be considered as one instrument.

12. Successors and Assigns. The Agreement shall insure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in one or more multiple original counterparts effective as of the date hereinabove first written.

WITNESSES:

EVAN HALL SUGAR COOPERATIVE, INC.

William G. Kern
Yanda Butcher

By: Charles L. Thibaut
Charles L. Thibaut
Vice-President

IN WITNESS WHEREOF, the parties have executed this Agreement in one or more multiple original counterparts effective as of the date hereinabove first written.

WITNESSES:

SOTILE FARMS, INC.


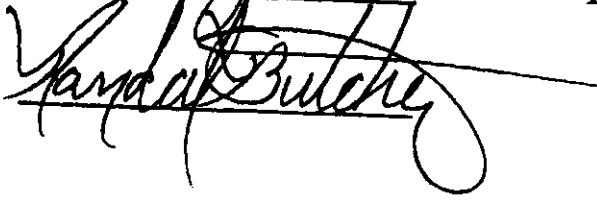
William J. [Signature]
[Signature]

By: [Signature]

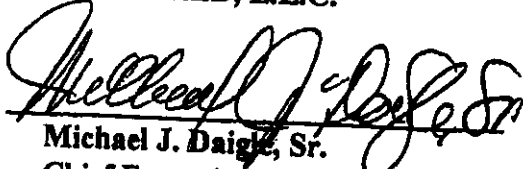
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IN WITNESS WHEREOF, the parties have executed this Agreement in one or more multiple original counterparts effective as of the date hereinabove first written.

WITNESSES:

LULA-WESTFIELD, L.L.C.

By: 
Michael J. Daigle, Sr.
Chief Executive Officer

SCANNED BY: 9

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this ten (10) year marketing contract and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

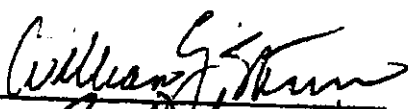
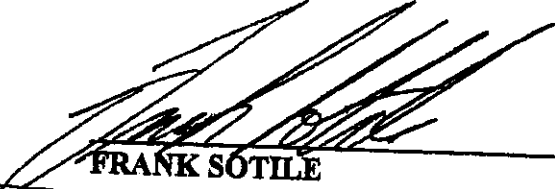
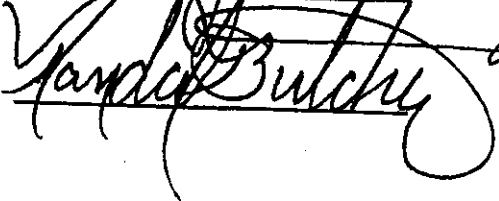
CRAWFORD & THIBAUT, INC.

William J. Starn
Yanda Butcher

By: James H. Thibaut

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this ten (10) year marketing contract and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

FRANK SOTILE

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AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this ten (10) year marketing contract and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

PEYTAVIN PLANTATION

William J. Starn
Yanda Butcher

By: James H. Thibaut

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this ten (10) year marketing contract and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

William J. Sharr
Yanick Butcher

THE FRANK A. SOTILE, JR., LLC (ST. AMELIA)

By: *[Signature]*

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this ten (10) year marketing contract and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

William J. Simon
Margaret Butcher

THE FRANKA. SOTILE, JR., LLC (ST. PRISCA)

By: [Signature]

**ADDENDUM TO
MARKETING AGREEMENT
AND/OR
CONTRACT TO SELL SUGAR CANE**

This Addendum ("Addendum") made and entered into on this 24th day of April, 2001 amends that certain Marketing Agreement and/or Contract to Sell Sugar Cane by and among Evan Hall Sugar Co-operative, Inc. ("Evan Hall"), Sotile Farms, Inc. ("Grower") and Lula-Westfield, L.L.C. ("Processor") April 24, 2001 ("Agreement") as follows:

I.

Section 2 entitled "Direction of Cane" is hereby amended by adding "and for the option provided to Processor below" after the words "direction of cane" in the second sentence."

II.

Section 3 entitled "Assignment of the Right to Direct Cane" is hereby amended by adding "and subject to Processor's option as provided below" at the end of this section.

III.

Section 4 entitled "Assignment of Inventory Managements by Evan Hall" is hereby amended by adding the following at the end of this section:

If necessary to keep any and all any and all inventory managements or any such allotments, production controls or processing capacities or cropland designation based on the crops grown on Exhibit "A" which may be designated to Evan Hall and if requested by Processor, Evan Hall agrees to continue to market and/or direct to Processor the Grower's sugar cane for years five (5) (the 2005 grinding season) through ten (10) (the 2010 grinding season).

IV.

Section 5 entitled "Terms for the Growers' Cane Directed by Evan Hall or Processor" is hereby amended as follows:

IV(a).

In sub-section (a), the following language is added at the end of the first sentence:

in accordance with and under the same terms and conditions as Processor's standard sugar cane purchase contract, if any, or its policies and procedures.

IV(b).

In sub-section (a), the second sentence which reads as follows is hereby deleted:

Processor agrees to pay to Grower any and all freight costs associated with the delivery of sugar cane to the Processor.

IV(c).

Sub-section (b) is deleted in its entirety and substituted with the following:

Grower hereby expressly waives any privilege pursuant to LSA-R.S. 9: 4543 or LSA-C.C. art. 3227.

IV(d).

Sub-section (g) is deleted in its entirety and substituted with the following:

As an additional consideration and during the entire duration of this agreement, Grower shall each year prior to the commencement of grinding during the term of this Agreement execute Processor's standard sugar cane purchase contract or direct its farmer to enter into Processor standard sugar cane purchase contract. It is specifically understood by Grower that the terms and conditions of said standard sugar cane purchase contract are subject to change, including but

not limited to, the prices paid to Grower for its sugar cane and molasses and/or the percentage of the net proceeds from the sale of raw sugar produced for the season attributed to Grower's sugar cane shipments; the method for the determination of raw sugar attributable to Grower; and the payment schedule.

IV(e).

Sub-section (h) is hereby amended by adding the following sentences at the end of that section.

Notwithstanding the aforementioned, said price Processor pays Grower for its sugar will never exceed that price as determined by Processor in accordance with Section 5 Price and 6 Determination of Raw Sugar Attributable to Producer of Processor's standard sugar cane purchase contract. Processor hereby agrees that Grower shall receive an amount equal to the highest price that Processor pays to any of its Growers for its molasses. Again, Grower recognizes that Processor from year to year may change, supplement and amend Section 5 Price and 6 Determination of Raw Sugar Attributable to Producer of Processor's standard sugar cane purchase contract.

V.

Section 10 entitled "Entire Agreement" is hereby amended by adding the following before the first sentence begins:

Except for the standard sugar cane purchase contract referred to in Section 5(g) above.

VI.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum in one or more multiple original counterparts effective as of the date hereinabove first written.

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WITNESSES:

EVAN HALL SUGAR COOPERATIVE, INC.

William G. Sparr
Harold Butcher

By:

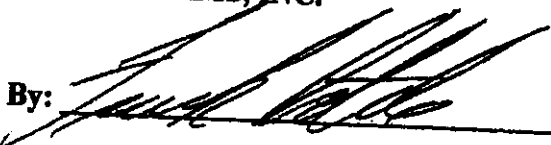
Charles L. Thibaut
Charles L. Thibaut
Vice-President

IN WITNESS WHEREOF, the parties have executed this Addendum in one or more multiple original counterparts effective as of the date hereinabove first written.

WITNESSES:

William G. Gunn
Yanda Butcher

SOTILE FARMS, INC.

By: 

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IN WITNESS WHEREOF, the parties have executed this Addendum in one or more multiple original counterparts effective as of the date hereinabove first written.

WITNESSES:

William J. Ham
Yanda Butcher

LULA-WESTFIELD, L.L.C.

By: Michael J. Daigle, Sr.
Michael J. Daigle, Sr.
Chief Executive Officer

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AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this Addendum and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

CRAWFORD & THIBAUT, INC.

William G. Hamm
Handwritten Signature

By: James H. Thibaut

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this Addendum and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

William J. Grams
Manda Butcher

Frank Sotile
FRANK SOTILE

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this Addendum and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

PEYTAVIN PLANTATION

William J. Gunn
Yanda Butcher

By: James H. Whitcut

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this Addendum and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

THE FRANK A. SOTILE, JR., LLC (ST. AMELIA)

William J. Turner
Gandhi Butcher

By:

[Signature]

AND NOW TO THESE PRESENTS COMES AND INTERVENES the undersigned Landowner and Grower's Lessor who hereby authorizes, consents to and approves this Addendum and does further hereby agree to be bound by its terms and conditions. Further, the undersigned Intervener does hereby agree to take any and all reasonable actions and steps to have Grower or its Grower's successor dedicate, sell and deliver to Processor all of the sugar cane produced on the Property described on Exhibit "A".

WITNESSES:

THE FRANK A. SOTILE, JR., LLC (ST. PRISCA)

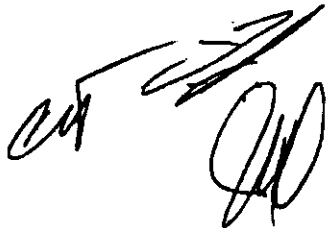
William G. Hamm
Randy Butcher

By: [Signature]

Exhibit "A"

Marketing Agreement and/or Contract to sell Sugar Cane
Between: Evan Hall Sugar Cooperative, Inc., Lula-Westfield, L.L.C. and Sotile Farms, Inc.
Dated: April 24, 2001

Approximately an undivided one-half (1/2) of the following:
Certain Tract of land located in Ascension Parish and St. James Parish bearing FSA Tract Nos. A496, A160, A161, A164, A064, A159, A628, A629, A713 and A846 for a total of 2553 acres of crop land. FSA maps are made a part hereof by reference herein. Said tracts of land are located in T11S-R3E in Sections 1, 8, 9, 12 and 65; T11S- R15E in Sections 10, 11, 14, 17 thru 20, 25 thru 28, 32, 33, 40, 71, 104, 120 and 121; T12S-R16E in Sections 20 thru 24, 27, 43 thru 48 and 70.

Handwritten signatures in black ink, appearing to be initials or names, located in the middle-right portion of the document.

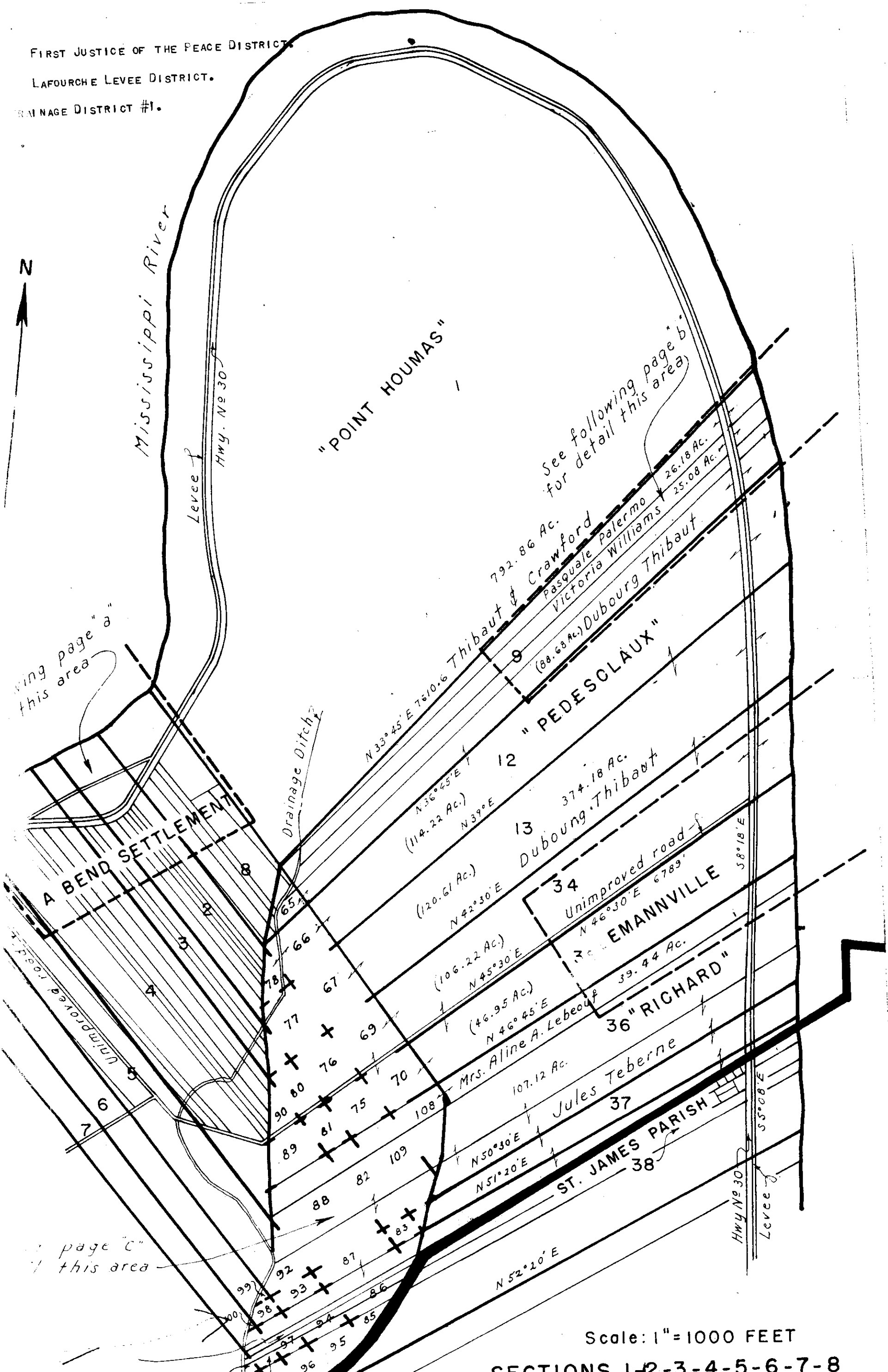
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FIRST JUSTICE OF THE PEACE DISTRICT.

LAFOURCHE LEVEE DISTRICT.

DRAINAGE DISTRICT #1.



See following page "a" for detail this area

See following page "b" for detail this area

See following page "c" for detail this area

Scale: 1" = 1000 FEET

SECTIONS 1-2-3-4-5-6-7-8