

Exhibit B, Bee Bayou Site Purchase Option

STATE OF LOUISIANA

PARISH OF OUACHITA

Amendment to
OPTION TO PURCHASE

Between

LOUISIANA LAND & FARM, L.L.C.

and

NORTHEAST LOUISIANA ECONOMIC ALLIANCE

Be It Known, that on the dates hereinafter shown, before the undersigned Notaries Public, each duly commissioned and qualified respectively in and for the Parish of Ouachita, in the State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

LOUISIANA LAND & FARM, L.L.C., a Louisiana Limited Liability Company, domiciled in Ouachita Parish, Louisiana, whose address is 2705 Oak Drive, Monroe, LA., 71201, herein represented by its duly authorized Manager, John C. Morris, III; herein called "**Seller**"; and

NORTHEAST LOUISIANA ECONOMIC ALLIANCE, a Louisiana non-profit corporation, whose address is 903 Louisiana Ave., Ferriday, LA., 71334, herein represented by its duly authorized President, Tana Trichel, hereinafter called "**Purchaser**";

who declared and acknowledged that the said parties hereto have previously entered into an **Option to Purchase** immovable property located in the Parish of Richland, State of Louisiana, dated August 28, 2012, which is on file and of record in the official public records of Richland Parish, Louisiana;

which immovable property is described in said Option to Purchase as being located in the Parish of Richland, State of Louisiana, as follows:

A certain tract of land containing 357.654 acres, situated in Section 7, T-17-N, R-8-E, Richland Parish, Louisiana, further described as shown in Exhibit A attached to the original Option to Purchase;

and the said parties now desire to amend, revise and supplement the terms of the Option to Purchase the immovable property therein described, as hereinafter stated.

THEREFORE, by mutual consent and agreement, for mutual adequate additional benefits and considerations herein acknowledged, and notwithstanding any other provisions to the contrary contained in the original Option to Purchase previously described (Option), (any and all such contrary provisions being hereby modified so as to be consistent with this Amendment) the aforesaid Option to Purchase is hereby amended, revised and supplemented, with regard to Seller's undivided right, title and interest, as follows:

Section 1.1, entitled "Grant of Option", of ARTICLE I, entitled "OPTION TO PURCHASE" is hereby amended and revised to extend the "Option Term" to a period of five (5) years from the Effective Date of the original Option, until August 27, 2017.

Section 1.2, entitled "Exercise of Option", of the same ARTICLE I, is hereby amended and revised to provide that the Option may be exercised by Purchaser for the purchase of the Property for the purpose of an economic development project or projects.

Sub-paragraph A, entitled "Price", of Section 1.3, entitled "Effect and Exercise of Option", of the same ARTICLE I, is hereby amended and revised to provide that the price to be paid by Purchaser to Seller for the Property shall be the Fair Market Value of the Property being purchased as determined through real estate appraisal, as hereinafter provided; which price shall be payable at closing, as provided in the original Option, and the Option price paid to Seller for granting this Option shall be applied to the purchase price. A minimum of seventy-five percent (75%) of the above described Property must be purchased. If less than all of the property, but not less than 75% of the property is being purchased, the parties shall adjust the purchase price to the Fair Market Value of the amount of the Property that is to be purchased, in accordance with the Appraisal.

The Purchaser shall engage the services of a Louisiana licensed real estate appraiser to determine the Fair Market Value of the Property, at Purchaser's expense. The Seller herein shall also have the right, if Seller desires to do so, to engage its own Louisiana licensed real estate appraiser to appraise the Property, at Seller's expense. If the Seller elects not to engage the services of an appraiser, the Purchaser's appraiser shall determine the Fair Market Value for the sale. Such appraisal or appraisals shall be completed and provided by the Purchaser or by each party to the other party within seven (7) months from the date of the last signature of the parties signing this Amendment.

This property is being optioned by Seller to Purchaser with the understanding and agreement by both parties that this property has attributes to attract industrial and commercial companies for the purpose of economic development.

The subject property includes an Interstate bordering one entire side of the property, as well as a dual service railroad along the other entire side of the property. On the Northern side of the railroad is a Federal highway which provides alternate service. A major river port is within 40 miles and a minor river port within 30 miles of the optioned property. A municipal airport is approximately 25 miles away and fiber optic lines running parallel to the Federal highway. Additionally, this is a flat lying site with soil characteristics, weight bearing capabilities, as well as a shallow water aquifer with an abundant supply of water.

It is agreed that these attributes will be provided to appraisers with the instruction to use these attributes to the extent reasonably appropriate in determining sales comparables and the fair market value of the subject property. It is further agreed that to the extent reasonably appropriate, similar industrial and commercial sales comparables in the southeastern United States should be included in the appraisal to verify the value of the subject property.

In the event both parties engage appraisers to determine the Fair Market Value of the Property to be purchased, and in the event there are differences in the value determined by the appraisers, if the difference between the two (2) appraisals is 7% or less than the value ascribed to the greater appraisal, then in such event the two (2) appraisals shall be averaged together, which resulting amount shall be the Fair Market Value and purchase price of the Property to be purchased for purposes of this agreement.

However, in the event the difference between the two (2) appraisals is more than 7% greater than the value assigned by the greater of the two (2) appraisals, and the parties cannot agree on the Fair Market Value and purchase price of the property to be purchased, then in such events the two (2) appraisers shall agree to a third Louisiana licensed real estate appraiser, who shall have an additional ninety (90) days to establish the Fair Market Value of the Property to be purchased for purposes of this agreement, the cost of which third appraisal shall be divided one-half to Seller and one-half to Purchaser. In the event the two (2) original appraisers cannot agree to a third appraiser, then the Fair Market Value and purchase price of the Property to be purchased shall be determined pursuant to legal proceedings filed by either party hereto in the Louisiana Judicial District Court in Richland Parish, Louisiana, wherein the Court shall determine the Fair Market Value and purchase price of the Property to be purchased for purposes of this agreement through appropriate Louisiana licensed experts in the field of real estate appraising employing commonly accepted principals of real estate appraising. The costs of such legal proceedings shall be paid as determined by the Court.

These provisions relating to the establishment of the Fair Market Value and purchase price of the property to be purchased may be waived by the parties hereto if the parties agree to the Fair Market Value and purchase price.

It is further understood and agreed that the language contained in this Amendment shall supersede any language to the contrary contained in the original Option to Purchase; and that all other terms, provisions and conditions of the original Option to Purchase, unless modified herein, shall remain the same, unchanged and in full force and effect.

(The remainder of this page has been intentionally left blank; and the signatures of the parties are shown on the following two pages.)

THUS DONE, READ and PASSED, by the undersigned Seller, Before Me, the undersigned Notary Public, in the City of Monroe, Parish of Ouachita, State of Louisiana, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this 19 day of SEPTEMBER, 2013, after a due reading of the whole document.

WITNESSES:

Taula Hough
Signature
Taula Hough
Printed Name
Carlene Love
Signature
Carlene Love
Printed Name

SELLER:

LOUISIANA LAND & FARM, L.L.C.

By: [Signature]
Signature
Printed Name: John C. Morris, III
Title: Manager

(Seal)

[Signature]
Notary Public
Printed Name: Myra T. Halls, Jr.
Address: 802 S Julia
City, State, Zip: Rayville LA 71269
LA. State Bar Roll No. or Notary ID No.: 6826
My commission is for life.

THUS DONE, READ and PASSED, by the undersigned Buyer, Before Me, the undersigned Notary Public, in the City of Ravenna, Parish of Ravenna, State of Louisiana, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this 17 day of Sept, 2013, after a due reading of the whole document.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

BUYER:

NORTHEAST LOUISIANA
ECONOMIC ALLIANCE

By:

Signature

Printed Name: Tana Trichel

Title: President/CEO

(Seal)

Notary Public

Printed Name: Murt + Hilda Jr

Address: 802 S Julia

City, State, Zip: Ravenna LA 71269

LA. State Bar Roll No. or Notary ID No.: 6426

My commission is for life.

STATE OF LOUISIANA

PARISH OF RICHLAND

Amendment to
OPTION TO PURCHASE

Between

GEORGE B. FRANKLIN & SON, INC.,

and

NORTHEAST LOUISIANA ECONOMIC ALLIANCE

Be It Known, that on the dates hereinafter shown, before the undersigned Notaries Public, each duly commissioned and qualified respectively in and for the Parish of Richland, in the State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

GEORGE B. FRANKLIN & SON, INC., a Louisiana Corporation, domiciled in Richland Parish, Louisiana, whose address is 2236 U.S. Hwy 80, Rayville, LA., 71269, herein represented by its President, Fred Scott Franklin, duly authorized by appropriate Resolution of said corporation, which is on file and of record in Richland Parish, Louisiana; herein called "Seller"; and

NORTHEAST LOUISIANA ECONOMIC ALLIANCE, a Louisiana non-profit corporation, whose address is 903 Louisiana Ave., Ferriday, LA., 71334, herein represented by its duly authorized President, Tana Trichel, hereinafter called "Purchaser";

who declared and acknowledged that the said parties hereto have previously entered into an **Option to Purchase** immovable property located in the Parish of Richland, State of Louisiana, dated August 28, 2012, which is on file and of record in the official public records of Richland Parish, Louisiana;

which immovable property is described in said Option to Purchase as being located in the Parish of Richland, State of Louisiana, as follows:

A certain tract of land containing 357.654 acres, situated in Section 7, T-17-N, R-8-E, Richland Parish, Louisiana, further described as shown in Exhibit A attached to the original Option to Purchase;

and the said parties now desire to amend, revise and supplement the terms of the Option to Purchase the immovable property therein described, as hereinafter stated.

THEREFORE, by mutual consent and agreement, for mutual adequate additional benefits and considerations herein acknowledged, and notwithstanding any other provisions to the contrary contained in the original Option to Purchase previously described (Option), (any and all such contrary provisions being hereby modified so as to be consistent with this Amendment) the aforesaid Option to Purchase is hereby amended, revised and supplemented, with regard to Seller's undivided right, title and interest, as follows:

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Section 1.2, entitled "Exercise of Option", of the same ARTICLE I, is hereby amended and revised to provide that the Option may be exercised by Purchaser after the Purchaser has obtained the approval of the State of Louisiana for the exercise of the Option and the purchase of the Property for the purpose of an economic development project or projects.

Sub-paragraph A, entitled "Price", of Section 1.3, entitled "Effect and Exercise of Option", of the same ARTICLE I, is hereby amended and revised to provide that the price to be paid by Purchaser to Seller for the Property shall be the Fair Market Value of the Property being purchased as determined through real estate appraisal, as hereinafter provided; which price shall be payable at closing, as provided in the original Option, and the Option price paid to Seller for granting this Option shall be applied to the purchase price. A minimum of seventy-five percent (75%) of the above described Property must be purchased. If less than all of the property, but not less than 75% of the property is being purchased, the parties shall adjust the purchase price to the Fair Market Value of the amount of the Property that is to be purchased, in accordance with the Appraisal.

The Purchaser shall engage the services of a Louisiana licensed real estate appraiser to determine the Fair Market Value of the Property, at Purchaser's expense. The Seller herein shall also have the right, if Seller desires to do so, to engage its own Louisiana licensed real estate appraiser to appraise the Property, at Seller's expense. If the Seller elects not to engage the services of an appraiser, the Purchaser's appraiser shall determine the Fair Market Value for the sale. Such appraisal or appraisals shall be completed and provided by the Purchaser or by each party to the other party within seven (7) months from the date of the last signature of the parties signing this Amendment.

This property is being optioned by Seller to Purchaser with the understanding and agreement by both parties that this property has attributes to attract industrial and commercial companies for the purpose of economic development.

The subject property includes an Interstate bordering one entire side of the property, as well as a dual service railroad along the other entire side of the property. On the Northern side of the railroad is a Federal highway which provides alternate service. A major river port is within 40 miles and a minor river port within 30 miles of the optioned property. A municipal airport is approximately 25 miles away and fiber optic lines running parallel to the Federal highway. Additionally, this is a flat lying site with soil characteristics, weight bearing capabilities, as well as a shallow water aquifer with an abundant supply of water.

It is agreed that these attributes will be provided to appraisers with the instruction to use these attributes to the extent reasonably appropriate in determining sales comparables and the fair market value of the subject property. It is further agreed that to the extent reasonably appropriate,

similar industrial and commercial sales comparables in the southeastern United States should be included in the appraisal to verify the value of the subject property.

In the event both parties engage appraisers to determine the Fair Market Value of the Property to be purchased, and in the event there are differences in the value determined by the appraisers, if the difference between the two (2) appraisals is 7% or less than the value ascribed to the greater appraisal, then in such event the two (2) appraisals shall be averaged together, which resulting amount shall be the Fair Market Value and purchase price of the Property to be purchased for purposes of this agreement.

However, in the event the difference between the two (2) appraisals is more than 7% greater than the value assigned by the greater of the two (2) appraisals, and the parties cannot agree on the Fair Market Value and purchase price of the property to be purchased, then in such events the two (2) appraisers shall agree to a third Louisiana licensed real estate appraiser, who shall have an additional ninety (90) days to establish the Fair Market Value of the Property to be purchased for purposes of this agreement, the cost of which third appraisal shall be divided one-half to Seller and one-half to Purchaser. In the event the two (2) original appraisers cannot agree to a third appraiser, then the Fair Market Value and purchase price of the Property to be purchased shall be determined pursuant to legal proceedings filed by either party hereto in the Louisiana Judicial District Court in Richland Parish, Louisiana, wherein the Court shall determine the Fair Market Value and purchase price of the Property to be purchased for purposes of this agreement through appropriate Louisiana licensed experts in the field of real estate appraising employing commonly accepted principals of real estate appraising. The costs of such legal proceedings shall be paid as determined by the Court.

These provisions relating to the establishment of the Fair Market Value and purchase price of the property to be purchased may be waived by the parties hereto if the parties agree to the Fair Market Value and purchase price.

It is further understood and agreed that the language contained in this Amendment shall supersede any language to the contrary contained in the original Option to Purchase; and that all other terms, provisions and conditions of the original Option to Purchase, unless modified herein, shall remain the same, unchanged and in full force and effect.

(The remainder of this page has been intentionally left blank; and the signatures of the parties are shown on the following two pages.)

THUS DONE, READ and PASSED, by the undersigned Seller, Before Me, the undersigned Notary Public, in the City of Rayville, Parish of Richland, State of Louisiana, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this 19 day of Sept, 2013, after a due reading of the whole document.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

SELLER:

GEORGE B. FRANKLIN & SON, INC.

By:

Signature

Printed Name: Fred Scott Franklin

Title: President

(Seal)

Notary Public

Printed Name:

Address:

City, State, Zip:

L.A. State Bar Roll No. or Notary ID No.:

My commission is for life.

THUS DONE, READ and PASSED, by the undersigned Buyer, Before Me, the undersigned Notary Public, in the City of Renoir, Parish of Renoir, State of Louisiana, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this 19 day of Sept, 2013, after a due reading of the whole document.

WITNESSES:

Paul Hough
Signature
Paul Hough
Printed Name
Earlene Love
Signature
Earlene Love
Printed Name

BUYER:

NORTHEAST LOUISIANA
ECONOMIC ALLIANCE

By: *Tana Trichel*
Signature
Printed Name: Tana Trichel
Title: President/CEO

(Seal)

Mont T. H. J.
Notary Public
Printed Name: Mont T. H. J.
Address: 802 S. Judy
City, State, Zip: Renoir LA 71269
LA. State Bar Roll No. or Notary ID No.: 6426
My commission is for life.