Exhibit A. Double D Site Partial Title Abstract







Double D Site Partial Title Abstract

Dates Researched: (01/01/1910) to (5/31/2018)

Current Owner	PRICECO, L.L.C (V. Price LeBlanc)		
Parcel Number	2565900		
Acreage	28.31		
Location	Ascension Parish		
Date Acquired	08/12/2002		
Instrument Number	522406		
Book/Page	N/A		
subject property. Instrument #427940 i	e to find an acquisition by PRICECO, L.L.C of an interest in the s included to show an Act of Exchange by V. Price LeBlanc g his assets into PRICOCO, L.C.		
ROW Document 1	Servitude Agreement		
Entity Acquiring ROW	Double D of Louisiana, LLC		
Owner of Property when Acquired	PRICECO, L.C.		
Date	12/19/2017		
Instrument Number	938801		
Book/Page	N/A		
ROW Document 2	Order of Expropriation		
Entity Acquiring ROW	State of Louisiana, through, The Department of Highways		
Owner of Property when Acquired	Velda Arceneaux James, el al		
Date	02/17/1976		
Instrument Number	140001		
Book/Page	274/393		
ROW Document 3	Sale		
Entity Acquiring ROW	State of Louisiana and the Department of Highways		
Owner of Property when Acquired	Velda Arceneaux James, el al		
Date	10/27/1975		
Instrument Number	138663		
Book/Page	272/456		



Maps/Plats Provided

Map 1	
Date Filed	12/12/2017
Instrument Number	938246
*The Abstracter has included the best copy quality	available of the above captioned Map #938246.

Ownership Names Researched

Name	Dates Researched
Joseph Arceneaux	1/1/1910 to 12/31/1984
Edna A Giroir	12/31/1984 to 12/31/2001
Ellen A. Haydell	12/31/1984 to 12/312002
Velda A. James	12/31/1984 to 12/312001
Velma A. Blanchard	12/31/1984 to 12/31/2000
Arthur J. Arceneaux, Sr.	12/31/1984 to 12/31/1992
Arthur J. Arceneaux, Jr.	01/01/1992 to 12/31/2002
Carolyn J. Arceneaux	01/01/1992 to 12/31/2002
Clifton F. Giroir, Jr.	01/01/2001 to 12/31/2002
Charles J. Giroir	01/01/2001 to 12/31/2002
Linda Giroir Breaux	01/01/2001 to 12/31/2002
Hubert James	12/31/2001 to 12/31/2002
Joseph Emmett James, Jr.	12/31/2001 to 12/31/2002
Gerald James	12/31/2001 to 12/31/2002
Shirley James Richard	12/31/2001 to 12/31/2002
Sadie James Mire	12/31/2001 to 12/31/2002
Anna Mae Blanchard Patin	12/31/2000 to 12/31/2002
Rose Marie Blanchard Meche	12/31/2000 to 12/31/2002
James Bergeron	01/01/1984 to 12/31/2002
Sharon Bergeron Graham	01/01/1984 to 12/31/2002
Aliska Bergeron Gonzales	01/01/1984 to 12/31/2002
Mona Bergeron Day	01/01/1984 to 12/31/2002



V. Price LeBlanc	01/01/2002 to 05/31/2018
PRICECO, L.L.C.	01/01/2002 to 05/31/2018
Double D of Louisiana, L.L.C.	01/01/2002 to 05/31/2018

Tax Information

Parish	Ascension Parish
Tax Year	2017
Assessed Ownership	PRICECO LLC
Assessment Number	#2565900
Land	N/A
Improvements	N/A
Total Value	\$840.00
Taxes	\$98.27
Zoning	N/A
Municipal Address	13200 Airline HWY, Baton Rouge, LA 70817

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· .	FILED AND RECORDED KERMIT HART BOUROUE ASCENSION CLERKING OF COURT INSTRUMENT FILE	NUE COPY OF ED FOR RECORD
	522406 2002 AUG 14	
	COBNOBOTHERBY	
BX: ELL	DY. CLERK AND RECORDER EN ARCENEAUX HAYDEL, ET AL	ERK
TO: V.	PRICE LBLANC	PARISH OF ASCENSION
undersig	IT KNOWN, that on this <u>12</u> day of <u>AU</u> gned Notary Public, duly commissioned and qua M gned competent witnesses, personally came and appear	<u>fust</u> , 2002, before me, the field, and in the presence of the
1.	ELLEN ARCENEAUX HAYDEL, born Arceneaux, later the Jules Haydel, Social Security Harceneous and a permanent mailing address is declared to be 426 L I.a. 70360;	whose
2.	ANNA MAE BLANCHARD PATIN, born Blanchard, Social whose permanent mailing address is declared to be New Roads, La. 70760;	Security House Const , e 1004 1/2 East Main St.,
3.	ROSE MARIE BLANCHARD MECHE, born 81anchard, Socia whose permanent mailing address is declared to be La. 70732;	al Security Homoson, e PO Box 266, Fordoche,
4.	CHARLES J. GIROIR, Social Security Mathematik , permanent mailing address is declared to be 208 E Thibodaux, La. 70301;	
5.	LINDA GIROIR BREAUX, born Giroir, Social Security whose permanent mailing address is declared to be Houma, La. 70364;	
6.	CLIFTON F. GIROIR, JR., Social Security 1997 of a permanent mailing address is declared to be 27 Th Houma, La. 70364;	
7.	CAROLYN ARCENEAUX SMITH, born Arceneaux, Social 9 now the wife of Lloyd H. Smith, Jr., whose permar declared to be 46490 Hwy. 937, St. Amant, La. 707	nent mailing address is
8.	ARTHUR JOSEPH ARCENEAUX, JR., Social Security whose permanent mailing address is declared to be Paulina, La. 70763;	
9.	HUBERT WILLIAM JAMES, Social Security Mathematics permanent mailing address is declared to be 42409 70737;	
10.	JOSEPH EMMETT JAMES, JR., Social Security EXAMPL permanent mailing address is declared to be 44088 St. Amant, La. 70774;	B Maurice Bourgeois Rd.,
11.	. GERALD MARK JAMES, Social Security From the Source , permanent mailing address is declared to be 38359 La. 70769;	
12.	. SHIRLEY ANN JAMES RICHARD, born James, Social Sec whose permanent mailing address is declared to be La. 70737;	
13.	. SADIE MARIE JAMES MIRE, born James, Social Securi wife of Miller J. Mire, whose permanent mailing a be 13418 Bourgeois Rd., Gonzales, La. 70737;	
	ST. AMANT & ST. AM. (A PROFESSIONAL CORPORA 218 E. JOSEPHINE STREE PO. BOX 128 GONZALES, LOUISIANA 70707	ATION) ET

- JAMES BERGERON, Social Security Mathematical Model Mathematical Mathem
- SHARON BERGERON GRAHAM, born Bergeron, Social Security now the wife of James Lonnie Graham, whose permanent mailing address is declared to be 42255 Weber City Rd., Gonzales, La. 70737;
- 16. ALISKA BERGERON GONZALES, born Bergeron, Social Security **Ministration**, now the wife of Patrick J. Gonzales, whose mailing address is declared to be 330 E. Hamilton, Gonzales, La. 70737;
- 17. MONA BERGERON DAY, born Bergeron, a/k/a MONA MIRE DAY, Social Security MANAGEMENT, now the wife of Randall Day, whose mailing address is declared to be 17342 Joe Sevario, Prairieville, La. 70769;

all herein conveying their respective separate properties acquired by them by inheritance;

herein called SELLER, who declared that for the price of <u>EIVE HUNDRED EIGHTY-FIVE THOUSAND AND</u> <u>NO/100 (\$585,000.00) DOLLARS</u>, cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions SELLER may have unto:

V. PRICE LEBLANC, Social Security #105.00.1006, and SHIRLEY WOLF LEBLANC, born Wolf, Social Security #105.00.0007, husband and wife;

herein called BUYER, whose permanent mailing address is declared to be PO Box 33, St. Gabriel, Louisiana 70776, the following described property, the possession and delivery of which BUYER acknowledges:

A certain tract of land together with all buildings and improvements thereon and thereto belonging and all rights, ways, privilege, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension, and described as being a fractional portion of the South Half of the Northeast Quarter of Section 20, Township 10 South, Range 3 East, Southeastern District of Louisiana, measurements to begin as follows:

Beginning at a point four (4) arpents from the Southeast corner of said Quarter Section, then run North along Burnside Road three (3) arpents, thence due West across the entire depth of the Quarter Section, then South three (3) arpents on the Western boundary of said Quarter Section, and thence due East across the entire Quarter Section to the POINT OF BEGINNING.

LESS AND EXCEPT:

1) That portion of the above described property sold by Olivia Gaudin Arceneaux, widow of Joseph Elphege Arceneaux, et al, to the State of Louisiana and the Department of Highways of the State of Louisiana, by act of sale recorded November 20, 1975 in COB 272, Folio 456 of Ascension Parish.

2) That portion of the above described property expropriated by the State of Louisiana, through the Department of Highways in suit #21,841 on the docket of the 23rd Judicial District Court for the Parish of Ascension entitled State of Louisiana Through the Department of Highways vs. Velda Arceneaux James, et al, dated February 14, 1976 by order of expropriation recorded February 18, 1976 in COB 274, Folio 393 of Ascension Parish.

TOGETHER WITH:

1) All mineral rights reserved to the sellers in the act of sale to the State of Louisiana and the Department of Highways described above and all mineral rights reserved to the defendants in the order of expropriation described above.

Scanned Net 2 JOSEPH EMMETTI JAMES, JR. ny Ny <u>Secold mark James</u> GERALD MARK JAMES 20002 Shuley ann James Richard SHIRLEY AND JAMES RICHARD SADIE MARIE JAMES MIRE Merge JAMES BERGERON SHARD BERGERON GRAHAM Greeham Aliston Bengenon Gonzales. MONA BERGERON DAY, a/k/a MONA MARE DAY VELMA MARIE ARCENEAUX BLANCHARD BY: CINNA MAE BLANCHARD PATIN ROSE MARIE BLANCHARD MECHE (BY: Koze PRICE LEBLAN Ū. Shirley Wolf LeBianc ٢..... NOTARY PUBLIC

WITNESSES: (urce) uda.

2) Any right, title, interest, claim or demand which sellers may have in and to that certain strip of land situated between the East boundary of the original tract of land described above and the East boundary of the Northeast Quarter of Section 20.

3) Any right, title, interest, claim or demand which sellers may have in and to any property acquired by prescription or otherwise extending beyond the measurements set forth above to any fence line or other fixed boundary.

All mineral rights pertaining to the above described property are conveyed in full but without any warranty.

AND NOW INTO THESE PRESENTS COMES VELMA MARIE ARCENEAUX BLANCHARD, herein represented by Anna Mae Blanchard Patin and Rose Marie Blanchard Meche by virtue of an act of ratification and power-of-attorney in authentic form annexed hereto and made a part hereof, who joins in the execution of this act of sale for the purpose of conveying any right, title, interest, claim or demand which she may have in and to both the real estate and the mineral rights described above whether by contract, operation of law, or otherwise, and whether resulting from the fact that the title of Anna Mae Blanchard Patin and Rose Marie Blanchard Meche is based upon an act of donation from appearer or otherwise.

Taxes for the current year will be pro-rated. All parties signing the within instrument have declared themselves to be of full legal capacity. All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his successors and assigns shall have and hold the described property in full ownership forever.

The parties hereto waive the production of any and all conveyance, tax and mortgage certificates and relieve and release me, Notary, from any liability resulting from the non-production thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WI TNESSES:

ARCENEAUX HAYDEL REANCHARD PATIN ROSE MARI CHARLES GIRQN J. nde INDO GIROIR BREAL CLIFTON F. GHOIR, JR JOU 16 1Cen CAROLYN ARCENEAUX SMITH JR. ARCENEAUX. HUBERT WILLIAM JAMES

.

ACT OF RATIFICATION AND POWER-OF-ATTORNEY

BY:	VELMA MARIE ARCENEAUX BLANCHARD	STATE OF LOUISIANA
TO:	ANNA MAE BLANCHARD PATIN AND ROSE MARIE BLANCHARD MECHE	PARISH OF ASCENSION
	BE IT KNOWN, that on this 21 day of	November, 2001, before

me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

> VELMA MARIE ARCENEAUX BLANCHARD, born Arceneaux, now the widow of Eddie J. Blanchard, Social Security #439-84-0990; whose permanent mailing address is declared to be 440 Oak Street, Fordoche, Louisiana, 70732; herein dealing with her separate and paraphernal property under her separate administration and control and acquired by her by inheritance;

who declared that by act designated as "DONATION INTER VIVOS" dated May 22, 2000 recorded in COB 640, Folio 658 of Ascension Parish, appearer, Velma Marie Arceneaux Blanchard, said to be represented by Anna Mae Blanchard Patin by virtue of a power-of-attorney, donated to Anna Mae Blanchard Patin and Rose Marie Blanchard Meche, the following described property:

Donor's one-fifth (1/5) interest in and to that certain piece or parcel of real estate situated in the Parish of Ascension, State of Louisiana, being a fractional part of the S 1/2 of the NE 1/4 of Section Twenty (20), Township Ten (10) S. of R 3 E., SED E. of Mississippi River, in La., measurements to begin as follows:

Beginning at a point four (4) arpents from the SE corner of said 1/4 section, run North along Burnside road three (3) arpents, thence due west across entire 1/4 section, thence south three (3) arpents of western boundary line of said quarter section and thence due East across quarter section to meet starting point; LESS AND EXCEPT: that certain tract or parcel of land conveyed to Emmett James, husband of Velda Arceneaux, by deed dated March 8, 1952, and recorded in COB 95, Folio 57, entry number 36778, and being described as having a front of 1/2 (one-half) arpent on the Burnside-Gonzales Highway, by adepth of one (1) arpent more or less and being bounded as follows: Front by said highway; towards Gonzales and in the rear by the remainder of the property of Joseph E. Arceneaux, towards the Mississippi River on Burnside side by the property of Jules P. Arceneaux.

Whereas some question has been raised as to the validity and sufficiency of said donation by virtue of (1) the fact that no power-ofattorney was attached to or recorded with the said donation, (2) it is

doubtful if an agent and attorney-in-fact can use a power-of-attorney to donate property to herself, (3) the value stated in the donation appears to be unrealistically low, (4) the description does not encompass the entire original tract which is subject to a purchase agreement in favor of V. Price LeBlanc, and (5) the donation contains a reservation of all mineral rights whereas the purchase agreement requires the conveyance of all mineral rights;

Now therefore appearer does by these presents (1) ratify and confirm for all intents and purposes and with the same degree of validity as though she had personally executed the said donation described above, and (2) does by these presents further name, constitute and appoint Anna Mae Blanchard Patin and Rose Marie Blanchard Meche her true and lawful agents and attorneys-in-fact for her and in her name, place and stead to join in the execution of the act of sale to V. Price LeBlanc, his heirs, successors or assigns, for the purpose of conveying to the said V. Price LeBlanc, his heirs, successors or assigns, any right, title, interest, claim or demand which she may be deemed to have in and to the entire original tract of land acquired by Joseph E. Arceneaux from Mrs. Armantine Cavalier on January 4, 1910, and specifically including all mineral rights, and whether said right, title, interest, claim or demand results by operation of law or otherwise, or is presumed to exist by virtue of the fact that the title of Anna Mae Blanchard Patin and Rose Marie Blanchard Meche is based on an act of donation, said property being specifically described as follows:

A certain tract of land together with all buildings and improvements thereon and thereto belonging and all rights, ways, privilege, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension, and described as being a fractional portion of the South Half of the Northeast Quarter of Section 20, Township 10 South, Range 3 East, Southeastern District of Louisiana, measurements to begin as follows:

Beginning at a point four (4) arpents from the Southeast corner of said Quarter Section, then run North along Burnside Road three (3) arpents, thence due West across the entire depth of the Quarter Section, then South three (3) arpents on

the Western boundary of said Quarter Section, and thence due East across the entire Quarter Section to the POINT OF BEGINNING.

LESS AND EXCEPT:

1) That portion of the above described property sold by Olivia Gaudin Arceneaux, widow of Joseph Elphege Arceneaux, et al, to the State of Louisiana and the Department of Highways of the State of Louisiana, by act of sale recorded November 20, 1975 in COB 272, Folio 456 of Ascension Parish.

2) That portion of the above described property expropriated by the State of Louisiana, through the Department of Highways in suit #21,941 on the docket of the 23rd Judicial District Court for the Parish of Ascension entitled State of Louisiana Through the Department of Highways vs. Velda Arceneaux James, et al, dated February 14, 1976 by order of expropriation recorded February 18, 1976 in COB 274, Folio 393 of Ascension Parish.

TOGETHER WITH:

1) All mineral rights reserved to the sellers in the act of sale to the State of Louisiana and the Department of Highways described above and all mineral rights reserved to the defendants in the order of expropriation described above.

2) Any right, title, interest, claim or demand which sellers may have in and to that certain strip of land situated between the East boundary of the original tract of land described above and the East boundary of the Northeast Guarter of Section 20.

3) Any right, title, interest, claim or demand which sellers may have in and to any property acquired by prescription or otherwise extending beyond the measurements set forth above to any fence line or other fixed boundary.

Appearer further declared that she does by these presents further grant to her said agents and attorneys-in-fact the right to execute and sign the act of sale, settlement statement, and any and all other instruments and documents which may be necessary or desirable to complete the sale of the entire tract of land described above with all mineral rights to V. Price LeBlanc, his heirs, successors and assigns.

THUS DONE AND SIGNED on the date above written in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Delach Stland Tana & David

Velma Marie Arceneaux Blanchard

nabben NOTARY PUBLIC

ST. AMANT & ST. AMANT (A PROFESSIONAL CORPORATION) 218 E. JOSEPHINE STREET P.O. BOX 128 GONZALES, LOUISIANA 70707-0128

END OF DOCUMENT-APCC

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INSTRUMENT # 00938800 \C FILED AND RECORDED ASCENSION CLERK OF COURT 2017 DZC 19 03:47:32 03:47:32 PM COB NO NTHE **CASH SALE** On the 19th day of December, 201 before the undersigned TYNetary Public processioned and qualified before CERT IFIED TRUE COPY BY and in the presence of the subscribing witnesses, STATE OF LOUISIANA personally came and appeared: PRICECO, L.C. (TIN: XX-XXX8094), a Louisiana limited liability company authorized to and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized managers, by virtue of the Articles of Organization and First Amended and Restated Articles of

business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized managers, by virtue of the Articles of Organization and First Amended and Restated Articles of Organization, copies of which are recorded at File No. 848240 of the official records of Ascension Parish, Louisiana, each of the undersigned Managers certifying as to the other Manager's authority as an active manager to execute this act on behalf of PriceCo, L.C. pursuant to Article III of the Articles of Organization as amended; whose mailing address is declared to be 13200 Airline Highway, Baton Rouge, LA 70817;

herein called SELLER, who declared that for the price of <u>ONE MILLION FIFTY THOUSAND AND NO/100----</u> (\$1,050,000.00)--- DOLLARS, receipt of which is hereby acknowledged, SELLER hereby sells and delivers with warranty of title only as to acts taken by, for, on behalf of or through SELLER, but with full substitution and subrogation in and to all the rights and actions of warranty that SELLER may have against preceding owners except V. Price LeBlanc and Shirley Wolf LeBlanc, unto:

DOUBLE D OF LOUISIANA, L.L.C. (TIN: XX-XXX5732), a Louisiana limited liability company authorized to do and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized member, Ronnie J. Daigle, by virtue of a Certificate of Authority, a copy of which is attached hereto and made a part hereof; whose mailing address is declared to be P. O. Box 1960, Gonzales, LA 70707-1960;

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

Two (2) certain lots or parcels of real estate, together with all buildings and improvements thereon, located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, Louisiana and being more particularly described as LOT P-CO-1, containing 2.00 acres and LOT P-CO-2, containing 2.00 acres, as shown on a map or plan of survey entitled "Final Plat Showing the Resubdivision of PriceCo, LLC Property into Remainder of the PriceCo, LLC Property Lot P-CO-1 & LOT P-CO-2 Located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, State of Louisiana for PriceCo, LLC", prepared by Cletus Langlois, Registered Professional Land Surveyor, dated December 5, 2017, a copy of which is recorded on December 12, 2017 at File No. 938246 of the official records of Ascension Parish, Louisiana. Said LOT P-CO-1 and LOT P-CO-2 having such measurements and dimensions and being subject to such servitudes and building lines as shown by reference to said map.

Except for Seller's limited warranty of title, the property described in this act is sold by Seller, and accepted by Buyer, without any other warranties, express or implied, including, without limitation, warranties of condition, fitness for a particular use, or habitability. Buyer acknowledges that, in purchasing the property described in this act, Buyer is not relying on any representation, warranty or guaranty, express or implied, oral or written, past, present or future, of Seller (except for Seller's limited warranty of title), including, without any limitation, any representation, warranty or guaranty as to: (a) the condition or state of repair of the property sold, including, without limitation, any condition arising in substances (which includes all substances listed as such by applicable law, all pollutants or abbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the property sold; (b) the quality, nature, adequacy, and physical condition of the property sold, including, without limitation, the structural elements, environmental issues, appurtenances, and access; (c) the quality, nature, adequacy and physical conditions of utilities serving the property sold; (e) the development potential of the property sold, its habitability, marketability, or the fitness, suitability or adequacy of property sold for any particular use; (f) the zoning or other legal status of the property, or (g) the property of any other person or entity. Buyer hereby acknowledges and declares reliance solel on Buyer's com examination, inspection and evaluation of the property sold, and not on any warrantes or representation, whether express or implied or written or oral, from Seller (other than Seller's limited warranty of title). Buyer will have absolutely no right or cause of action against Seller, whether in tort, contracts, quasi-contract or otherwise, to assert in any controversy or litigation any camanta arising from the sale or purchase of, or in an

provision.

Taxes for the current year were paid by Seller and have not been prorated.

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

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

Done and signed by the parties on the date set out above, at my office in Gonzales, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

ITNESSES PRICECO acho 3 1 Ø BY T (ashi ap BY: DOUBLE D OF <u>BY:</u>

Brent Paul LeBlanc, Manager Rebeard A Cea Nancy A. LeBlanc Bondy, Manager LC MGMBER *lember* ERIN WILEY NOUX, A BAR ROLL NO.: 28651 UBLIC

D, My commission is for life.

Title Ina Address Robert Ryland Percy, III 712 N. Burnside Avenue 104165 Address: Producer License No.: Title Insurance Undev Security Title Guarantee Come

CERTIFICATE OF AUTHORITY

The undersigned, being the sole Members of Double D of Louisiana, L.L.C. (hereafter, "the Company") do hereby certify that Ronnie J. Daigle is authorized and empowered for and on behalf of the Company to execute any and all documents necessary to enter into an Act of Cash Sale and related Servitude Agreement and any other agreement(s) with PriceCo, L.C., regarding the purchase of LOT P-CO-1, containing 2.00 acres, and LOT P-CO-2, containing 2.000 acres, located in Gonzales, Ascension Parish, Louisiana, as per survey entitled "Final Plat Showing the Resubdivision of PriceCo, LLC Property into Remainder of the PriceCo, LLC Property Lot P-CO-1 & LOT P-CO-2 Located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, State of Louisiana for PriceCo, LLC", prepared by Cletus Langlois, Registered Professional Land Surveyor, dated December 5, 2017, a copy of which is recorded on December 12, 2017 at File No. 938246 of the official records of Ascension Parish, Louisiana and any and all documents necessary to complete said transaction.

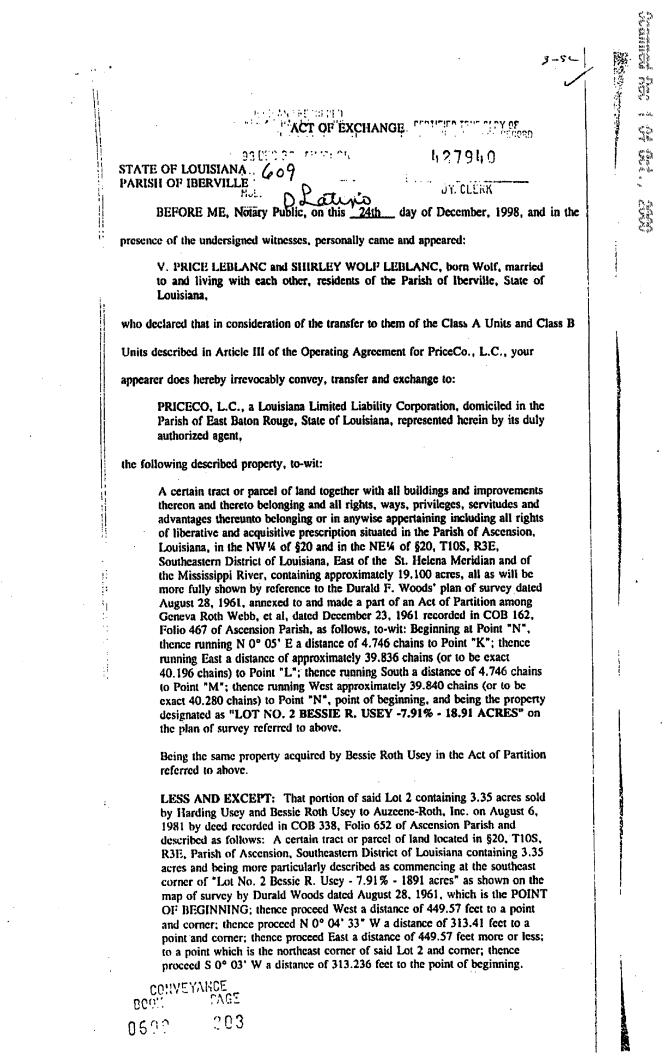
ana Vance J. Daigle Member Double D of Louisiana, L.L.C. Ronnie J. Daigle Member

Double D of Louisiana, L.L.C.

Sworn to and subscribed before me this lay/of December, 2017 iley Laroux La. Bar. No. 28651

U La. Bar. No. 28651 My commission is for life.

END OF DOCUMENT APCC



A certain tract or parcel of land situated in the Parish of Ascension, Louisiana, in the NW¼ of §20, T10S, R3E, Southeastern District of Louisiana, East of the St. Helena Meridian and of the Mississippi River, containing approximately 19.1 acres, all as will be more fully shown by reference to the Durald F. Woods Plan of Survey dated August 28, 1961, annexed to and made a part of an Act of Partition among Geneva Roth Webb, et al. dated December 23, 1961, recorded in Conveyance Book 162, Page 467, being LOT NUMBER THREE (3) described as follows, to-wit: Beginning at Point "P"; thence running N0" 05' E a distance of 4.746 chains to Point "N"; thence running East approximately 39.840 chains (or to be exact, 40.280 chains) to Point "M"; thence running South 4.746 chains to Point "O"; thence running West approximately 39.842 chains (or to be exact, 40.382 chains) to Point "P", Point of Beginning.

and

A certain tract or parcel of ground situated in the Parish of Ascension, State of Louisiana, in §20, T10S, R3E, SED, East of the Mississippi River, and designated as TRACT D-2, containing 13.63 acres, and being a portion of Tract D as shown on a map or plan of survey prepared by W. J. Cointment, Jr., Registered Land Surveyor, dated May 26, 1982. Said Tract D-2 is more particularly described as follows: Commence at the Northwest corner of §20, T10S, R3E, SED, as shown on the above described map of survey, thence proceed due East a distance of 425.0 feet to the POINT OF BEGINNING; thence proceed S 00° 05' W a distance of 1,128.09 feet along the eastern boundary of Tract C as shown on the above referenced map of survey to a point marked by an iron pipe and corner; thence proceed due East a distance of approximately 556.36 feet to a point marked by a $\frac{1}{2}$ inch iron pipe, said point being the Southwest corner of Tract D-1, as shown on a map of survey, prepared by W. J. Cointment, Jr., Registered Land Surveyor, dated August 19, 1982, thence proceed N 00° 18' 57" W a distance of 1,130.84 feet to a point and corner; thence proceed due West a distance of approximately 553.83 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: That portion of the above described tract of land designated as parcel number 4-1 acquired by the State of Louisiana, Department of Highways, by act dated January 3, 1966 and recorded at COB 189, Folio 893 of the official records of Ascension Parish, Louisiana.

No title examination was requested of nor made by the undersigned Notary, and the

parties hereto do hereby relieve and exonerate said Notary from any and all liability for any

defects in the title to the subject property. The description used in preparing this act was

taken from the description provided and accepted by the parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of

Louisiana is dispensed with by the parties.

TO HAVE AND TO HOLD unto said PRICECO, L.C., its successors and/or

assigns,

CONVE	YANCE
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And in consideration of the transfer to it of the above described property, PRICECO, L.C. hereby transfers to V. Price LeBlanc and Shirley Wolf LeBlanc those 150 Class A Units (75 each) and 850 Class B Units (425 each) of ownership in PriceCo, L.C. all as described in Article III of the Operating Agreement of PriceCo, L.C.

TO HAVE AND TO HOLD unto said V. Price LeBlanc and Shirley Wolf LeBlanc, their successors and/or assigns.

THUS DONE AND PASSED in St. Gabriel, Louisiana on the date first above given and in presence of the undersigned witnesses and me, Notary.

WITNESSES: Price LeBlanc Shirley Wolf LeBlanc

PRICECO, L.C. <u>BY:</u> V. I

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BY: Mc Herry Shirley Wolf LeBlanc

CONVEYANCE BOOK PAGE

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PriceCo, L.C. Operating Agreement

BEFORE ME, Notary Public, on this $\underline{\lambda} \underline{4} \underline{4}$ day of December, 1998, and in the presence of the undersigned witnesses, personally came and appeared:

V. Price LoBianc (SSN Determined Date of Birth: Sep 07, 1922), married to and living with Shirley Mae Wolf LeBlanc, Highway 74, St. Gabriel, Iberville Parish, Louisiana 70776; and

Shirley Mae Wolf LeBianc (SSM Manual 7 Date of Birth: Oct 08, 1927), married to and living with V. Price LeBianc, Highway 74, St. Gabriel, Iberville Parish, Louisiana 70776; hereinalter referred to as "Members".

The above Members, who together with each person who shall hereafter become a Member or other Holder, as defined herein, of the Louisiana limited liability company of PriceCo, L.C., hereby enact this Operating Agreement and agree as follows:

Article I

Introduction: The Limited Liability Company

1.1 Name. The name of the limited liability company shall be PriceCo, L.C., herein referred to as the "Company".

1.2 Principal Office. The principal office of the Company shall be at 13200 Airline Highway, Baton Rouge, Louislana 70817, or as the Members may otherwise determine.

1.3 <u>Eiling</u>. The Members have caused Articles of Organization, hereinafter called "Articles", that comply with the requirements of the Act to be properly filed with the Louisiana Secretary of State, and shall execute such further documents and take such further action as is appropriate to comply with the requirements of law for the formation and operation of a limited liability company.

Article II Definitions

The terms used in this Agreement with their initial letters capitalized, shall, unless the context otherwise requires, have the meanings specified in this Article. In respect to all language herein, the singular shall include the plural, the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

2.1 "Act" shall mean the Limited Liability Company Law of Louisiana, as the same may be amended from time to time.

2.2 "<u>Agroement</u>" shall mean this Operating Agreement, as originally executed and as amended from time to time, and the words "here", "hereof", "hereto", "hereby", "herein", and "hereunder", when used in this Agreement, refer to this Agreement as a whole, unless the context requires otherwise.

2.3 "Bankruptcy" shall mean, and a Holder shall be deemed a "Bankrupt Holder" upon: (i) the entry of a decree or order for relief against the Holder by a court of competent[]@###EMACREany involuntary case brought against the Holder under any ECCT FASE

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bankruptcy, insolvency or other similar law (collectively, "Debtor Relief Laws") generally affecting the rights of creditors and relief of debtors now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent under applicable Debtor Relief Laws for the Holder or for any substantial part of his assets or property; (iii) the ordering of the winding up or liquidation of the Holder's affairs; (iv) the filing of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of 180 days or which is not dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Holder of a voluntary case under any applicable Debtor Relief Law now or hereafter in effect; or (vi) the consent by the Holder to the entry of an order for relief in an involuntary case under any such law or to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar agent under any applicable Debtor Relief Laws for the Holder or for any substantial part of his assets or property.

2.4 "<u>Capital Account</u>" shall mean the bookkeeping account or other accounting for each Holder's Ownership Interest represented by the Holder's Ownership Units which shall consist of: (i) the amount of Contributed Capital of such Holder, plus (ii) the amount of profits or income, including tax-exempt income, allocated to such Holder, less (iii) the amount of losses and deductions allocated to such Holder, less (iv) the amount of all cash distributed to such Holder, less (v) the fair market value of any property distributed to such Holder, net of any liability assumed by such Holder or to which such property is subject, less (vi) such Holder's share of any other expenditures which are not deductible by the Company for federal income tax purposes or which are not allowable as additions to the basis of Company property. The Capital Account of a Holder shall not be affected by any adjustments to basis made pursuant to Section 743 of the Code; but it shall be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code and such other adjustments as may be required under the Code.

2.5 "Contributed Capital" shall mean the total amount of cash and the fair market value of property or services, net of any liabilities assumed by the Company or to which such property is subject, contributed to the Company by a Holder or Holders. The Contributed Capital of each Holder, shall be adjusted from time to time, as provided herein, to properly reflect withdrawats and additional Capital Contributions. Any reference in this Agreement to the Contributed Capital of an existing Holder shall include Capital Contributions previously made by any prior Holder or Holders for the Ownership Interest of a successor Holder. Although often interchangeably used, Contributed Capital is the total capital that has been contributed by a Holder or Holders, while Capital Contribution is an individual contribution of capital.

2.6 "Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provisions of succeeding law.

2.7 "<u>Unit Holder or Holder</u>" shall mean the valid owner of an ownership interest in the Company represented by either voting or non-voting Ownership Units, whose ownership is approved by the Company, and whose acquisition of said Units is not in

CONVET	YANCE
BOOK	PAGE
0609	307

PAGE 2 OF 10

violation of any restrictions upon transfer of Units contained herein or in the Articles or an Ownership Agreement, if any. The term Unit Holder or Holder shall include Member.

2.8 "Member" shall mean the valid and admitted owner of voting Ownership Units in the Company. The term Member does not include non-voting Holders of Ownership Units.

2.9 "Ownership Agreement" shall mean an agreement entered into by Holders granting further rights and/or imposing further restrictions as to the transferability of Ownership Interests of the Company. Where reference herein is made thereto, an Ownership Agreement: (i) is applicable if entered into by a Holder or predecessor owner of Holder's Ownership Units; and (ii) is applicable upon all Holders and shall be controlling and supersede such provisions of this Agreement, to the extent of any conflict herewith, if entered into by Members representing two-thirds or more of the votes of the Company.

2.10 "<u>Ownership Interest</u>" shall mean the entire ownership interest of a Holder in the Company at any particular time, including the right of such Holder to any and all benefits to which such Holder may be entitled as provided in this Agreement, together with the obligations of such Holder to comply with all of the terms and provisions of this Agreement. Holders' Ownership Interests are represented by each Holder's Ownership Units. Membership Interest shall mean a Member's voting Ownership Interest.

2.11 "Ownership Units", or "Units" are the herein defined increments of Ownership Interest issued to Holders representing their equity interest in the Company. Ownership Units may be issued in one class or multiple classes each having different or no voting rights and different priorities of claims or allocations upon the net assets, profits, losses, and distributions of the Company. Membership Units shall mean a Member's voting Ownership Units.

Article III Holders, Ownership Units, Votes, Capital, and <u>Allocations of Profits and Losses and Distributions</u>

3.1 <u>Unit Holders and Capital Accounts</u>. The Initial Members, other Holders, their Class A and Class B Ownership Units, and their initial Contributed Capital are as follows:

	Class A Units (<u>1 Vote</u>)	Class B Units (<u>0 Votes)</u>	Total <u>Unita</u>	Basis (Approx) Contributed <u>Capitai</u>	Land Value Contributed <u>Capital</u>
V. Price LeBlanc	75	425	500	\$300,996	
Shirley Mae Wolf LeBlanc	75	425	500	\$300.996	\$475,000 \$475,000
TOTALS	150	850	1000	\$601,992	\$950,000

The initial Contributed Capital and Capital Account balances are stated primarily for accounting and tax purposes and shall earn no Interest. The initial capital contribution consists of a transfer of three contiguous tracts of land comprising a total of approximately 48.1 acres in Section 20, Township 10 South, Range 3 East, Gonzales, Ascension Parish, Louisiana which tracts front Highway 30 and Darla Drive. The act dated December 24, 1998 transferring this property to the Company contains further description of this land,

CONVEYANCE	
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PAGE 3 OF 10

3.2 Ownership Units by Class. The Ownership Interests in the Company are divided into distinct classes of Ownership Units as follows:

Ownership Unit Class	Relative <u>Financial Value</u>	Votes
Class A Units (voting)	1	1
Class B Units (non-voting)	1	0

Ownership Units with zero or no voles are non-voling units, and Members and other Holders owning such Units shall have no right to vote these units on any issue whatsoever unless specifically provided for herein. Furthermore, Article IV Section 4.1 restricts the transfer of Class A (voting) Units in such a manner that only 50 voting Class A Units shall retain their Class A voting status upon transfer to parties other than the Original Members.

3.3 Relative Financial Value of Units. Each Unit of Ownership Interest in the Company, irrespective of class, shall have an equal and identical claim upon and allocation of the profits, losses, capital gains, capital losses, distributions, net worth, liquidating distributions, and other benefits and obligations of Ownership Interest in the Company. Therefore Holders shall receive allocations of the aforementioned in direct proportion to the number of Ownership Units, irrespective of class, owned.

3.4 Distributions. Distributions of surplus cash and other assets of the Company shall be in such amounts and at such times as agreed upon by Members casting a simple majority of the total eligible votes issued.

3.5 Documentation of Transfer and Certificates of Ownership Interests. A transfer of Ownership Units meeting the provisions of the Articles, this Agreement, and an applicable Ownership Agreement, if any, need only be in writing in proper form and registered with the Company to be valid and enforceable. However, upon the determination of the Members, certificates representing the Holders' Ownership Interests in the Company may be issued. If issued, such Certificates shall contain: (i) the Company name; (ii) the number by class of Ownership Units; (iii) reference to the restrictions of transferability set forth and referred to herein; and (iv) such other pertinent information as the Members shall determine.

3.6 Capital Accounts. An individual Capital Account or other accounting shall be maintained on behalf of each Holder, including any additional or successor Holder, who shall hereafter receive an Ownership Interest in the Company.

Article IV Changes in Ownership Units, Holders, and Capital

4.1 Restrictions of Transfer of Ownership Units. No change in Ownership Units, Capital, or Holders shall be made or be valid and no Holder or successor Holder shall sell, assign, transfer, donate, bequest, leave by inheritance, or otherwise dispose of any **Ownership Units except:**

> as a pledge of security subject to the ownership transfer restrictions (a) contained herein and in an applicable Ownership Agreement, if adopted;

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0500 209 PAGE 4 OF 10

(c) in accordance with another specific provision of this Agreement or an Ownership Agreement, if adopted.

Notwithstanding the foregoing, the original 150 Class A Ownership Units issued herein to V. Price LeBlanc and Shirley Mae Wolf LeBlanc, the "Original Members", shall become non-voting Class B Ownership Units upon any transfer whatsoever except for: (i) transfers by bequest or any other means by either of the two of them to the other; and (ii) the first transfer or transfers to other parties, than the Original Members, of a total of lifly (50) Class A Ownership Units. Therefore, upon such time as all Units have been transferred by the Original Members to others by donation, bequest, or any other means, only fifty (50) voting Class A Units shall remain and also retain their status upon subsequent transfers as governed herein.

4.2 <u>Changes in Ownership Units, Holders, and Capital</u>. The Members, or the authorized agents thereof, representing two-thirds (2/3) or more of the total eligible votes issued and outstanding, may:

- (a) issue new Ownership Units of any class to new or existing Holders for any valid business reason; or
- (b) make or approve any other changes, transfers, or admissions in Ownership Units, Capital, Members, or other Holders not provided for in Section 4.1 or otherwise herein.

4.3 Sale of All Ownership Units. Upon the vote of Members, or the authorized agents thereof, representing four-tenths (4/10) or more of the total votes issued and outstanding, a sealed auction of all Units shall be held in the offices of the Company at 3:00 P.M. on the first regular business weekday 180 days after such vote. An alternate place and date before that date, but at least 60 days after the vote, may be agreed upon by a vote of Members, or their authorized agents, representing a simple majority of the votes issued and outstanding.

At the auction, Holders, and third parties shall submit sealed offers indicating the amount of their offers, on a per Unit basis, to purchase all outstanding Units, regardless of class. All Holders, and their successors, hereby agree to sell their Units to the party submitting the highest offer.

Offerors shall not be permitted to participate in an offer which is lower than the offer they submitted. Holders not submitting actual physical offers are considered to have submitted offers of ninety-five (95%) percent of the lowest offer actually submitted.

In the event of a failure to, within sixty days of the offer, consummate such offer, the offeror presenting the next highest offer shall be given a similar opportunity to purchase all outstanding units, and so on. In contrast to failure, cession by an offeror would again place such offeror, perhaps repetitively, in the sequence of offers so long as the offeror so ceding did so within 48 hours of the auction opening or after learning of the cession or failure of the precedent offeror.

4.4 <u>Agreement of Transferee</u>. Transferees of Ownership Units are subject to and bound by the provisions of this Agreement and any applicable Ownership Agreement.

CONVEYANCE			
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PAGE 5 OF 10

Furthermore, transferees shall, upon request, agree in writing to be bound by the provisions of this Agreement and any applicable Ownership Agreement.

4.5 <u>Non-Complying Transfers are Void</u>. Any purported transfer not complying with the provisions of this Article or other specific provisions contained herein is null, void, and of no effect.

Article V Management and Control

5.1 <u>Management Vested in Members</u>. Management and voting control (Article Vi, Section 6.6) of the Company shall be vested in the Members in proportion to their respective votes issued. Each Member hereto shall have a fiduciary responsibly to act with reason in the interests of the Company and all Holders.

5.2 <u>Authority of Acts of Members</u>. Every contract, deed, mortgage, lease and other instrument executed by:

- (a) either V. Price LeBlanc or Shirley Mae Wolf LeBlanc; or by
- (b) Members representing a simple majority of the eligible votes issued by the Company,

shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof: (i) the Company was in existence, (ii) neither this Agreement nor the Articles have been amended in any manner so as to further restrict the delegation of authority among Members, and (iii) the execution and delivery of such instrument was duly authorized by the Members.

5.3 <u>Reliance</u>. Any person may always rely on a certificate or other document addressed to him and signed in accordance with this Article as to:

- (a) who are the Members and other Holders and their respective Ownership Interests in the Company;
- (b) who is authorized to execute and deliver any instrument or document for the Company;
- (c) the authenticity of any copy of the Articles, this Agreement, amendments thereto and any other document relating to the conduct of the affairs of the Company;
- (d) the existence or non-existence of any fact which constitutes a condition precedent to acts by the Members in any other manner germane to the affairs of the Company; or
- (e) any act, failure to act, or any other matter whatsoever of or involving the Company, a Holder, or an employee in their capacity with the Company.

Article VI

<u>Members' Meetings, Voting, and Notice</u>

6.1 <u>Meetings of the Members</u>. Unless specifically probibited by law, Meetings are limited to Members having voles in the Company.

CONVE	YANCE	
BOOK	PAGE	
0609	311	PAGE 6 OF 10

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Meetings may held for any purpose and be called by Members controlling a simple majority of the votes issued. Written notice shall be given in accordance with Section 6.3 of this Article. Unless otherwise indicated in the notice, meetings shall be at the Principal Office of the Company. Nonetheless, meetings may be held at any place and time, and for any purpose, if consented to in writing by Members representing a simple majority of the votes issued.

6.2 <u>Action in Lieu of Meeting</u>. Any action which may or which would otherwise be required to be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by Members, entitled to vote with respect to the subject matter thereof, and representing a sufficient portion of the votes issued needed to pass such action at a meeting.

6.3 <u>Notice</u>. Any notice, offer, acceptance, or other document required or contemplated in connection with this Agreement shall be in writing and shall be deemed to be given and received hereunder when delivered personally or forty-eight (48) hours after deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid and addressed to the Member or other Holder at his address as it appears on the records of the Company.

Any Holder or the Company may, at any time by giving five days prior written notice to the other Members and other Holders and the Company, designate any new or substitute address to which such notice will be given.

Written notice of each meeting of the Members, shall state the place, day and hour of the meeting, and, the purpose or purposes thereof. Such notice shall be delivered or given to each Member entitled to vote thereat, not less than ten days nor more than sixty days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.

6.4 <u>Waiver of Notice</u>. Whenever any notice is required to be given under the provisions hereof, or the Articles, or any law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except where the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such person so states such purpose at the opening of the meeting.

6.5 <u>Presiding Official</u>. Every meeting of the Company for whatever purpose, shall be convened by the Member who called the meeting or by such other Member as the Members may select.

6.6 Quorum and Voling. At all meetings, Members representing a simple majority of the votes issued in accordance with Article III Section 3.2 hereof, in person or by proxy, shall constitute a quorum for the transaction of business, unless a greater number as to any particular matter is required by law, the Articles, or this Agreement. Less than a

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PAGE 7 OF 10

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quorum may adjourn a meeting successively until a quorum is present, and no notice of adjournment shall be required.

The act of Members representing a simple majority of the votes issued, except as may be otherwise specifically provided by law, the Articles, or this Agreement, shall be the act of the Members and the Company.

6.7 <u>Proxies</u>. At any meeting of the Members, every Member having voting Ownership Units shall be entitled to cast such votes in person or by proxy executed in writing by such Member or by his duly authorized attorney-in-fact. A proxy shall be valid for one year from the date of its execution, unless otherwise provided in the proxy.

6.8 Incompetency. In the event any Member owning voting Ownership Units is determined to be mentally incompetent and in the absence of any other appointment by such Member of proxy, power of attorney, or other custodian, it is hereby agreed that said incompetent Member's spouse is hereby appointed such Member's Proxy and attorney-infact for the purpose of casting said Member's votes in Company. In the absence of both a competent surviving spouso and an appointed proxy or attorney-in-fact, such voting Ownership Units of said Incompetent Member shall be classified, counted, and treated as if they were non-voting Ownership Units.

6.9 <u>Meeting by Telephonic Conference or Similar Means</u>. Unless otherwise restricted by the Articles, or this Agreement, or by law, Members may participate in a meeting of the Members by telephonic conference or similar communication means whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Article VII Accounting and Records

7.1 <u>Records and Accounting</u>. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes, or alternatively, in accordance with generally accepted accounting principles. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

7.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business. Each Holder and his duly authorized representative, shall have access to such books and records at such office of the Company and the right to inspect and copy them at reasonable times.

7.3 <u>Annual and Tax Information</u>. As soon as practical after the end of each fiscal year, the Company shall deliver to each Holder all information necessary for the preparation of each Holder's federal and state income tax returns.

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PAGE 8 OF 10

7.4 <u>Federal Income Tax Elections</u>. The Company may make all elections for federal income tax purposes including, but not limited to, the following:

- (a) Io the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable asset of the Company; and
- (b) in case of a trensfer of all or part of the Ownership Units of any Holder, the Company may elect, pursuant to Sections 734, 743 and 754 of the Code as amended or corresponding provisions of future law, to adjust the basis of the assets of the Company.

Article VIII

Termination

8.1 <u>Termination of the Company</u>. Upon the vote of Members, or the authorized agents thereof, representing the majority or more of the total votes issued and outstanding, the Company shall be terminated or dissolved, its assets disposed of, and its affairs wound up.

8.2 <u>Distribution of Proceeds of Assets</u>. Upon receipt, the proceeds of the Company's assets shall be first allocated to pay or provide for all the Company's debts and liabilities in the order of priority provided by law. Once these obligations have been paid or provided for, the remaining assets or proceeds are to be distributed to Holders and former Holders first in satisfaction of liabilities for interim distributions upon withdrawal, then to Holders in proportion to their respective Ownership Units in the Company.

Article IX Miscellaneous

9.1 <u>Reimbursement of Expenses and Organizational Expenses</u>. Any Holder shall be entitled to reimbursement from the Company of all expenses of the Company reasonably incurred and paid by such Holder on behalf of the Company upon approval of the Members.

9.2 <u>Governing Law and Agreements</u>. This Operating Agreement and the rights of the parties hereunder shall be subject to, governed by, interpreted under, and enforced in accordance with the Articles, the Act, and the other laws of the State of Louisiana. In the event of a direct conflict between the terms and provisions of this Agreement and any mandatory provisions of the Act or the provisions of the Articles, such provisions of the Act or the Articles, such provisions of the Act or the Articles.

9.3 <u>Complete Agreement</u>. This Agreement, the Articles, and an applicable Ownership Agreement, if any, with respect to the subject matter hereof: (i) constitute the complete and exclusive statement of agreement among the Holders, and (ii) replace and supersede all prior agreements, written statements, and oral statements by and among the Holders or any of them.

9.4 <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforceable provision had never comprised a part BOCK FAGE

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of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9.5 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Holders, and their respective distributes, successors and assigns.

9.6 <u>Amendments</u>. Amendments to this Agreement shall be in writing and signed by Members representing two-thirds (2/3) or more of the total issued votes of the Company. Any provision of this Agreement may be either temporarily or permanently waived by a similar vote.

9.7 Additional Documents and Acts. Each Holder agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the provisions of this Agreement and the transactions contemplated hereby.

9.8 <u>Multiple Counterparts</u>. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

9.9 <u>Reliance on Aulhority of Person Signing Agreement</u>. In the event that a Holder is not a natural person, neither the Company nor any Member will: (i) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (ii) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

THUS DONE AND PASSED, in St. Gabriel, Iberville Parish, Louisiana on the date or dates indicated and in the presence of the undersigned witnesses and me, Notary.

WITNESSES: MEMBERS: the Or Price LeBlanc, Men /lla 11. p.C. Mae Wolf LeBlanc CERTIFIED CONVEYANCE BOOX PAGE **PAGE 10 OF 10** 0609 315

RECORDED FROM THE DOCUMENT ON FILE THIS 30TH DAY OF DECEMBER 1998

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SERVITUDE AGREEMENT

BY: PRICECO, L.C. and DOUBLE D OF LOUISIANA, LLC

1 ce **INSTRUMENT # 00938801** FILED AND RECORDED TENSON AMERICA COURT UNITED ST STATE OF LOUISIA OTHER PARISH OF ASCENSIC RECORDER

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the

State and Parish aforesaid, personally came and appeared:

DEPUTY CLERK

PRICECO, L.C. (TIN: XX-XXX8094), a Louisiana limited liability comparing authorized to do and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized managers, hereinafter referred to as "PRICECO"; and

DOUBLE D OF LOUISIANA, LLC (TIN: XX-XXX5732), Louisiana limited liability company authorized to do and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized member, Ronnie J. Daigle, hereinafter referred to as "DOUBLE D",

who after being duly sworn, did depose and state:

That PRICECO owns the following described property to-wit:

One (1) certain lot or parcel of real estate, together with all buildings and improvements thereon, located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, Louisiana and being more particularly described as REMAINDER OF THE PRICECO, LLC PROPERTY, containing 29.618 acres, as shown on a map or plan of survey entitled "Final Plat Showing the Resubdivision of PriceCo, LLC Property into Remainder of the PriceCo, LLC Property Lot P-CO-1 & LOT P-CO-2 Located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, State of Louisiana for PriceCo, LLC", prepared by Cletus Langlois, Registered Professional Land Surveyor, dated December 5, 2017, a copy of which is recorded on December 12, 2017 at File No. 938246 of the official records of Ascension Parish, Louisiana (hereafter referred to as, "PRICECO LAND"); and

That DOUBLE D OF LOUISIANA, LLC, owns the following described property to-wit:

Two (2) certain lots or parcels of real estate, together with all buildings and improvements thereon, located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, Louisiana and being more particularly described as LOT P-CO-1, containing 2.00 acres and LOT P-CO-2, containing 2.00 acres, as shown on a map or plan of survey entitled "Final Plat Showing the Resubdivision of PriceCo, LLC Property into Remainder of the PriceCo, LLC Property Lot P-CO-1 & LOT P-CO-2 Located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, State of Louisiana for PriceCo, LLC", prepared by Cletus Langlois, Registered Professional Land Surveyor, dated December 5, 2017, a copy of which is recorded on December 12, 2017 at File No. 938246 of the official records of Ascension Parish, Louisiana (hereafter referred to as, "DOUBLE D LAND").

Subject to the terms of this Servitude Agreement, PRICECO hereby establishes a non-exclusive

predial servitude of passage for the benefit of the DOUBLE D LAND, as the dominant estate, on that

portion of the PRICECO LAND described as follows (hereinafter referred to as the "Servitude Area"), as

the servient estate:

That portion of the PRICECO LAND, located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, Louisiana and being more particularly described as a Servitude for Future Road (Right-of-Way), as shown on a map or plan of survey entitled "Final Plat Showing the Resubdivision of PriceCo, LLC Property into Remainder of the PriceCo, LLC Property Lot P-CO-1 & LOT P-CO-2 Located in Section 20, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, City of Gonzales, Ascension Parish, State of Louisiana for PriceCo, LLC", prepared by Cletus Langlois, Registered Professional Land Surveyor, dated December 5, 2017, a copy of

which is recorded on December 12, 2017 at File No. 938246 of the official records of Ascension Parish, Louisiana. The Servitude Area is more particularly described as beginning at the Southeast corner of LOT P-CO-1 (the "Point of Beginning"), thence proceed S $00^{\circ}42'38"$ E a distance of 60.00 feet to the Northeast corner of Lot P-CO-2 and corner; thence proceed S $89^{\circ}17'22"$ W a distance of 338.10 feet to the Northwest corner of LOT P-CO-2 and corner; thence proceed N $00^{\circ}42'38"$ W a distance of approximately 60.00 feet to the Southwest corner of LOT P-CO-1 and corner; thence proceed N $89^{\circ}17'22"$ E a distance of 339.59 feet back to the Point of Beginning, all as shown on the above referenced survey map.

In consideration of the establishment of the servitude of passage, DOUBLE D is obligated to cause a 26 foot wide commercial street to be constructed on the Servitude Area, including the installation of curb and gutter and utilities, in accordance with plans and specifications approved by PRICECO (which approval shall not be unreasonably withheld, conditioned or delayed) and the City of Gonzales. Double D will cause the road to be completed within six (6) months from the date of the signing of this Servitude Agreement, with extensions to be granted by PRICECO using its reasonable discretion, but in no event later than the closing on a sale of all or any portion of the PRICECO LAND to DOUBLE D.

Except as may otherwise be agreed to by PRICECO and DOUBLE D, upon completion of the road construction and the City of Gonzales' approval of same, PRICECO will pay DOUBLE D \$85,000.00. Further, PRICECO agrees that once the road is complete and approved by the City of Gonzales, it will dedicate the Servitude Area and improvements located thereon for public use and public maintenance with or without the consent of DOUBLE D at which time the servitude of passage and this Servitude Agreement will automatically terminate.

If the road is not accepted for public maintenance by the City of Gonzales, the Servitude Area shall be maintained at all times in good order and condition and the owners of the PRICECO LAND, as a group, and the owners of the DOUBLE D LAND, as a group, shall each contribute one-half to the cost of such maintenance.

Subject to the road construction described above, the owners of the PRICECO LAND and the owners of the DOUBLE D LAND shall at no time obstruct the servitude area in a manner so as to unduly interfere with the use thereof by the owners of the PRICECO LAND or the DOUBLE D LAND and their respective occupants and invitees.

[SIGNATURES ON FOLLOWING PAGE]

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THUS DONE AND PASSED, in my office in Gonzales, Louisiana on the 19^{TH} day of December, 2017, in the presence of the undersigned competent witnesses and me Notary, after due reading of the whole.

WITNESSES: Mul Curo # Cashio B

PRICECOAI By: Brent Paul LeBlanc, Manager Ву́́́∕́ Lebeciac 100

Nancy A. Leblanc Bondy, Manager

DOUBLE D OF LOUISIANA, LLC Bv: MGn Ronnie J. Daigle, Mepfe

ERIN WILEY LANOUX Notary Public, State of Louisiana

La. Bar No. 28651 My Commission is for Life

ENDOF DOCUMENT APCC

Dy. Clark of Creat STATE OF LOUISIANA, THROUGH NUM THE DEPARTMENT OF HIGHWAYS,

- - -

140001 NUMBER 2/, 841 23RD JUDICIAL DISTRICT COURT

PARISH OF ASCENSION

STATE OF LOUISIANA

411:

112

VELDA ARCENEAUX JAMES, ET AL

vs.

ORDER OF EXPROPRIATION

74/393

FILED

FEB 18 1976

HART BOUNDUE

The petition, exhibits and the premises considered: IT IS HEREBY ORDERED that the State of Louisiana, through the Department of Highways, do deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto the sum of One Thousand Seven Hundred Thirty and No/100 Dollars (\$1,730.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, together with all the improvements situated wholly or partially thereon, subject to the reservation in perpetuity in favor of VELDA ARCENEAUX JAMES, SADIE MARIE JAMES MIRE, GERALD MARK JAMES, EMMETT JOSEPH JAMES, JR., HUBERT WILLIAMS JAMES, SHIRLEY ANN JAMES RICHARD and LOIS MAE JAMES BERGERON of all oil, gas or other minerals located under the property described below or the royalties therefrom, in accordance with law, and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

One (1) certain tract or parcel of land, together with all the improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the Parish of Ascension, State of Louisiana, and in Section 20, Township 10 South, Range 3 East, Southwestern Land District, identified as Parcel No. 4-1, on a white print of a plat of survey, consisting of Sheet No. 4, made by James M. Theriot, Registered Land Surveyor, dated November 15, 1972, revised, annexed to the above numbered and entitled suit, said tract or parcel being outlined in red and being more particularly described, in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP:

PARCEL NO. 4-1:

Commence to Northwest corner of Defendants' property and proceed North 89 degrees 00 minutes 30 seconds East from the North boundary line of Defendants' property a distance of 140.38 feet to the point of beginning; thence from said point of beginning continue North 89 degrees 00 minutes 30 seconds East along said North boundary line a distance of 51.60 feet to the Northeast corner of Defendants' property located on the Westerly existing right of way line of Route La 44, and corner; thence run South 0 degrees 42 minutes 30 seconds East along said existing right of way line and the Easterly boundary line of Defendants' property a distance of 10.26 feet; thence run South 1 degree 52 minutes 38 seconds East along the said existing right of way line and said East boundary line a distance of 85.74 feet to the Southeast corner of Defendants' property, and corner; thence run South 89 degrees 00 minutes 30 seconds West along the South boundary line of Defen-dants' property a distance of 53.35 feet to a point, and corner; thence run North 0 degrees 42 minutes 30 seconds West a distance of 95.99 feet to the point of beginning, which said tract or parcel of land contains an area of approximately 5,028.23 square feet.

Being a portion of Defendants' property acquired by Act recorded March 10, 1952, in COB 95, Page 57 of the Conveyance Records of Ascension Parish, Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendants, VELDA ARCENEAUX JAMES, SADIE MARIE JAMES MIRE, GERALD MARK JAMES, EMMETT JOSEPH JAMES, JR., HUBERT WILLIAMS JAMES, SHIRLEY ANN JAMES RICHARD and LOIS MAE JAMES BERGERON, vacate the

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above described property and surrender possession thereof unto the plaintiff immediately upon being served with notice of this suit. 395

Donaldsonville, Louisiana, this <u>144</u> day of February, 1976.

JUDGE, TWENTY-THIRD-DISTRICT COUR'I JUDICIAL

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Recorded from	the origin	al on file t	this the	18th day of FEBRUARY 1976
				Kaznit Aut Bourgers
				KERMIT HART BOURQUE
BARRIE CONTRACT				CLERK AND RECORDER

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STATE PROJECT NO. 265-01-15 GONZALES-BURNSIDE HIGHWAY ROUTE LA 44 ASCENSION PARISH PARCEL NO. 4-2

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Service and the service of the servi

272/45

SALE

STATE OF LOUISIANA: PARISH OF ASCENSION:

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a. Harris and

For the price and on the terms and conditions hereinafter set forth, WE, (1) OLIVIA GAUDIN ARCENEAUX, nee Gaudin, widow of Joseph Elphege Arceneaux, being of the full age of majority and a resident of Ascension Parish, Louisiana VELDA BERNADETTE ARCENEAUX JAMES, widow of Joseph Emmett James, being of the full age of majority and a resident of Ascension Parish, Louisiana, (3) VELMA MARIE ARCENEAUX BLANCHARD, nee Arceneaux, widow of Eddie Blanchard, being of the full age of majority and a resident of Ascension Parish, Louisiana (4) ARTHUR JOSEPH ARCENEAUX, husband of Evelyn Leache Arceneaux, nee Leache, being of the full age of majority and a resident St. James Parish, Louisiana of __, (5) EDNA AGNES ARCENEAUX GIROIR, nee Arceneaux, wife of Clifton Giroir, being of the full age of majority and a resident of Terrebone Parish, Louisiana, AND (6) ELLEN ARCENEAUX HAYDEL, nee Arceneaux, wife of Andrew John Haydel, being of the full age of majority and a resident of Terrebone Parish, Louisiana ___, being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by RICHARD A. CURRIE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated January 6, 1971, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, situated in the Parish of Ascension, Louisiana, to-wit:

<u>DEGCRIPTION</u>

51.3

One (1) certain tract or parcel of land, together with all of the improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 20, Township 10 South, Range 3 East, Southwestern Land District, Parish of Ascension, State of Louisiana, identified as PARCEL NO. 4-2, on the right of way map for STATE PROJECT NO. 265-01-15, GONZALES-BURNSIDE HIGHWAY, ROUTE LA 44, ASCENSION PARISH, LOUISIANA, prepared by Brown and Butler, Consulting Engineers, and James M. Theriot, Registered Land Surveyor, dated November 15, 1972, said map being on file in the office of the Department of Highways in the City of Baton Rouge, Louisiana, and the boundary lines of which tract are more particularly described as follows:

PARCEL NO. 4-2:

Commence at the northwest corner of the property belonging to Emmett James, and proceed North 89°00'30" East along Emmett James' north boundary line and Vendor's south interior property line, a distance of 140.38 feet to the point of beginning; thence from said point of beginning, proceed North 00°42'30" West a distance of 463.47 feet to a point on the north boundary line of Vendor's property, and corner; thence run North 89°10'21" East along the north boundary line of Vendor's property a distance of 50.12 feet to the northeast corner of Vendor's property located on the westerly existing right of way line of Route La 44, and corner; thence run South 00°59'06" East along said existing right of way line and the east boundary line of Vendor's property a distance of 206.58 feet to a point, said point being 28.00 feet west and measured at right angles to the surveyed centerline of State Project No. 265-01-15 opposite Highway Survey Station 73+98.00; thence run South 00°42'30" East along said existing right of way line and said east boundary line a distance of 156.74 feet to the southeast corner of Vendor's property and corner; thence run South 89°00'30" West along said south interior boundary line, a distance of 51.60 feet to the point of beginning, which said tract or parcel of land contains an area of 0.544 acre.

Being a portion of Vendor's property acquired by Act recorded January 10, 1910 in COB 53, Page 494 of the Conveyance Records of Ascension Parish, State of Louisiana. This sale and conveyance is made for and in consideration of the price and sum of ONE THOUSAND EIGHT HUNDRED SIXTY-SIX AND NO/100 (\$1,866.00) DOLLARS, which price Department hereby binds and obligates itself to pay to Vendor upon the approval by Department of Vendor's title to the hereinabove described property.

158

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

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

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's side fencing and walk, together with the appurtenances thereto.

The Department shall construct a new standard barbed wire fence along the easterly limits of the property herein conveyed to the left of the centerline between approximate Highway Survey Station 72+42 and approximate Highway Survey Station 77+00.

NOW UNTO THESE PRESENTS comes CLIFTON GIROIR appearing herein for the purpose of aiding and authorizing his wife in the execution of this sale and conveyance and who declares that he has no interest in the above recited consideration and that he authorizes without recourse, the Department of Highways of the State of Louisiana to pay over unto EDNA MARIE ARCENEAUX GIROIR the consideration as herein stipulated.

NOW UNTO THESE PRESENTS comes ANDREW JOHN HAYDEL appearing herein for the purpose of aiding and authorizing his wife in the execution of this sale and conveyance and who declares that he has no interest in the above recited consideration and that he authorizes without recourse, the Department of Highways of the State of Louisiana to pay over unto ELLEN ARCENEAUX HAYDEL the consideration as herein stipulated.

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IN TESTIMONY WHEREOF, the parties hereto have signed and n. executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 27th , 1975 . October day of WITNE up , O, Harr arceneau OLIVIA GAUDIN Alice H Thielo Ruch J. Zayden Clice If Thick Ruch &. Hayd alice It Thick Rush B. Hayden ARTHUR JOSEPH ARCENEAU Olice H. Thiel Purk J. Hayden alice # Thie Rush, B. Hayde CLIFTON GIROIR AID & ASSIST leve It Thick Rush B. Handen alice II

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STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS OF THE STATE OF LOUISIANA

AFFIDAVIT

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority this day personally appeared <u>RUSH F. HAYDEN</u>, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows OLIVIA GAUDIN ARCENEAUX, VELDA BERNADETTE ARCENEAUX, VELDA MARIE ARCENEAUX BLANCHARD, ARTHUR JOSEPH ARCENEAUX, EDNA MARIE ARCENEAUX GIROIR, CLIFTON GIROIR, ELLEN ARCENEAUX HAYDEL, and ANDREW JULES HAYDEL, who executed the same and saw them sign the same as their voluntary act and deed, and that he, the said <u>RUSH F. HAYDEN</u>, subscribed his name to the same at the same time as an attesting witness.

AFFIANT-RUSH F. HAYDEN

NOTARY PUBLIC FOR THE DEPARTMENT OF HIGHWAYS, STATE OF LOUISIANA

20th Jay of November 1975

ERK_AND_RECORDER

SWORN TO and subscribed before me, this 17th day of November

19_75___

Recorded from the original on file this the

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