

Exhibit 10-Avoyelles Parish Port-Legal Recording

Avoyelles Parish Port-Legal Recording

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :
PUCHUE, PUCHUE & ROBINSON LLP

First VENDOR
SUN GROUP INVESTMENTS

First VENDEE
20003 DELAWARE INC

Index Type : Conveyances

Inst. Number : 2005-00007380

Type of Document : Cash Deed

Book : 526 Page : 700

Recording Pages : 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Avoyelles Parish, Louisiana



Deputy Clerk

On (Recorded Date) : 10/05/2005

At (Recorded Time) : 4:04:34PM



Doc ID - 000356420014



Return To :

Do not Detach this Recording Page from Original Document
Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 1

STATE OF LOUISIANA

*

CASH SALE

PARISH OF ST. LANDRY

*

BE IT KNOWN, That on the dates, at the places, and in the presence of the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses hereinafter named and undersigned, personally came and appeared:

SUN GROUP INVESTMENTS, A LOUISIANA GENERAL PARTNERSHIP (Tax I.D. No. 74-3084188), formerly known as ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP, represented herein by its Managing Partner, Jacques Andre' Soileau, duly authorized as per Unanimous Consent of Partners attached hereto and made a part hereof, whose mailing address is 110 Rue Normandie, Eunice, Louisiana 70535,

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do by these presents grant, bargain, sell, convey, transfer, assign and set over with full guaranty against all troubles, debts, mortgages, claims, evictions, donations, alienations or other encumbrances whatsoever and with subrogation to all right and actions of warranty against all previous owners and with full guaranty of title unto:

20003 DELAWARE, INC., A DELAWARE CORPORATION (Tax I.D. No. 51-0407258), represented herein by its Vice President Finance, duly authorized as per the Secretary's Certificate attached hereto and made a part hereof, whose mailing address is 455 Magna Drive, Aurora, Ontario Canada L4G 7A9,

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.E..

P.L.S., dated December 19, 2003, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89° 56' 38" West a distance of 2635.57 feet; thence North 1° 58' 52" East a distance of 1178.73 feet; thence North 3° 24' 26" West a distance of 2264.33 feet; thence North 2° 44' 36" East a distance of 319.99 feet; thence North 7° 17' 29" East a distance of 310.70 feet; thence North 88° 28' 43" West a distance of 492.25 feet; thence North 00° 37' 46" West a distance of 1261.34 feet; thence South 89° 52' 03" East a distance of 1873.18 feet; thence South 00° 01' 30" East a distance of 1312.25 feet; thence South 89° 58' 43" East a distance of 1319.77 feet; thence South 00° 00' 38" East a distance of 1319.85 feet; thence North 89° 16' 39" East a distance of 1320.39 feet; thence North 00° 02' 21" East a distance of 1319.88 feet; thence continuing North 00° 02' 21" East a distance of 1319.88 feet; thence South 89° 29' 01" West a distance of 1321.39 feet; thence North 00° 18' 11" West a distance of 22.69 feet; thence continuing North 00° 18' 11" West a distance of 1290.42 feet; thence North 89° 58' 04" East a distance of 302.29 feet; thence continuing North 89° 58' 04" East a distance of 1376.50 feet; thence South 89° 15' 03" East a distance of 201.00 feet; thence South 88° 09' 09" East a distance of 744.22 feet; thence North 89° 24' 16" East a distance of 1096.69 feet; thence South 0° 22' 25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89° 28' 09" West a distance of 514.65 feet; thence South 30° 25' 31" West a distance of 236.84 feet; thence South 50° 49' 22" West a distance of 255.32 feet; thence South 35° 00' 38" West a distance of 396.50 feet; thence South 48° 07' 33" West a distance of 179.39 feet; thence South 26° 36' 31" West a distance of 254.33 feet; thence South 15° 17' 39" West a distance of 323.91 feet; thence South 89° 59' 46" East a distance of 1394.69 feet; thence South 00° 09' 50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89° 56' 16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly, as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspar; East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey); and being the same property which Sun Group Investments, A Louisiana General Partnership, formerly known as Andre Land & Cattle, A Louisiana General Partnership, acquired from Bush D. Joffrion, Wilbur F. Joffrion, Marie Louise Grace Joffrion, Hope Joffrion McCollam and William McCollam, Jr. by Act of Cash Sale dated March 11, 2004.

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

MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND

NO/100 (\$1,897,500.00) DOLLARS, cash in hand paid, the receipt whereof is hereby

acknowledged, and full acquittance and discharge granted thereof.

Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 3

Purchaser agrees that John Goode and Brenda Kimble Goode, as the former Farm Lessees of the property under a former Farm Lease/Security Agreement between Andre Land & Cattle, A Louisiana General Partnership and John Goode Farms dated February 9, 2005 (the "Farm Lease"), which Farm Lease shall have been terminated and of no further force and effect on or before the date hereof, will be allowed onto the property herein conveyed to harvest the 2005 crop, but said right shall expire on December 31, 2005. All proceeds from the 2005 crop shall belong to Vendor and Farm Lessee.

Purchaser and Seller agree that Purchaser shall have the right to use the land not in cultivation or on which the crop has already been harvested and the Farm Lessee's exercise of the right to harvest the crops still remaining on the land shall not hinder or interfere with activities of Purchaser thereon.

Purchaser agrees that its activities on the land not in cultivation and/or already harvested will not damage the crops which have not been harvested nor hinder or interfere with the Farm Lessee's exercise of his right to harvest the remaining crop.

Farm Lessee shall harvest the crop in the usual and customary manner and the land after harvest shall be left in the usual and customary post-harvest condition.

Purchaser agrees that it has inspected the premises and waives any and all warranties of fitness or guarantee against the redhibitory vices applied in Louisiana by operation of law, more specifically that warranty imposed by Civil Code Article 2476 and 2520. Purchaser fully understands this restrictive warranty and the consequences thereof and agrees to be bound thereby.

Vendor herein reserves unto itself, its successors and/or assigns, all of the oil, gas and other minerals which it owns in, under and that may be produced and saved from the

hereinabove described property. Vendor declares that it is the owner of 50% of the minerals on said tract, the balance of said minerals having been reserved from the sale of the property to Vendor on March 11, 2004 by Bush D. Joffion, et al. It is understood that Vendor, its successors and/or assigns, shall have the right to produce said oil, gas and other minerals and royalties by the use of directional drilling methods only, and that any drilling and other operations will be performed off-site and will not interfere with the Purchaser's use of the surface of the property.

Vendor and Purchaser agree that all U.S.D.A. crop bases owned by Vendor shall be assigned to the Purchaser on the property herein conveyed and no crop base with regard to "Kirkwood Plantation" or on land shown on the attached survey shall be retained by Vendor, subject to the approval by the United States Department of Agriculture, Farm Service Agency. Vendor shall retain all crop rentals applicable to the 2005 crop year.

This sale also includes all plant cane and stubble cane on the property herein conveyed.

The 2005 property taxes shall be pro-rated as of the date of this sale.

Contracting parties dispense me, Notary, from the production of the Certificate of Mortgage required by law.

Nothing contained herein is intended to create any Vendor's privileges, resolatory condition or Stipulation Pour Autrui in favor of vendor or any third persn and in the event any such rights are deemed created, the same are hereby waived and terminated.

THUS DONE AND SIGNED by appearer, SUN GROUP INVESTMENTS, A

LOUISIANA GENERAL PARTNERSHIP, formerly known as ANDRE LAND & CATTLE, A

LOUISIANA GENERAL PARTNERSHIP, at my office in Eunice, St. Landry Parish, Louisiana

on the 3rd day of October, 2005, in the presence of the undersigned competent

witnesses, who have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

SUN GROUP INVESTMENTS,
A LOUISIANA GENERAL PARTNERSHIP
Formerly known as:
ANDRE LAND & CATTLE,
A LOUISIANA GENERAL PARTNERSHIP

BY: Jacques Andre' Solileau

Stacie L. Prinaud
Stacie L. Prinaud
Palhara C. Rider

Richard B. Boyd
NOTARY PUBLIC
NOTARY NO. 14193
JACQUES B. BOYD, JR.

THUS DONE AND SIGNED by appearer, 20003 DELAWARE, INC., A DELAWARE

CORPORATION, at my office in Annawan, York Region County.

_____ on the 30th day of September, 2005, in the presence of the

undersigned competent witnesses, who have signed with appearers, and me, Notary, after reading

the whole.

WITNESSES:

20003 DELAWARE, INC.,
A DELAWARE CORPORATION

Anthony G. Valerini
Vice-President, Finance
Construction Group
Mt. Beveridge
NOTARY PUBLIC
Doug T. ...
Vice-President
& ...
Mt. Dev. ... Inc

NOTARY NO.

[Signature]

**UNANIMOUS CONSENT OF PARTNERS
OF
SUN GROUP INVESTMENTS,
A LOUISIANA GENERAL PARTNERSHIP**

The undersigned, being all of the Partners ("Partners") of SUN GROUP INVESTMENTS, A LOUISIANA GENERAL PARTNERSHIP, ("Partnership"), do hereby take and authorize by unanimous consent the following action, as hereinafter set forth, effective upon execution by all Partners of these resolutions, hereby waiving all notice requirements and other formalities otherwise pertaining to the action taken hereby:

Be It Further Resolved:

That the partners unanimously authorize the sale by the Partnership of 758.93 acres of land in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, to 20003 Delaware, Inc., A Delaware Corporation, for the sum of One Million Eight Hundred Ninety-Seven Thousand Five Hundred and No/100 (\$1,897,500.00) Dollars and upon any other terms and conditions which Jean Felix Solleau, one of the Managing Partners, acting alone and in his sole and unfettered discretion, shall deem appropriate.

Be It Further Resolved:

That for the purpose of effecting the above resolutions, Jacques Andre' Solleau is authorized, empowered and instructed to execute any and all instruments, necessary, proper or desirable, including but not limited to the Act of Warranty Deed and other instruments not listed herein.

There being no further business to be taken by the undersigned Partners pursuant to this action by unanimous written consent, each has signed this action as of the date indicated below, and this action by unanimous written consent shall be filed with or otherwise entered on the minutes and other appropriate records of this Partnership. The actions taken pursuant to this unanimous written consent shall not act as a revocation of any other resolutions or consents previously passed or executed.

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter written.

Simone Nicole Soileau

Simone Nicole Soileau, Member
Date: 7/17/05

Jacques Andre Soileau, Member
Date: _____

Marie Deneige Soileau Doolley, Member
Date: _____

Jean Felix Soileau

Jean Felix Soileau, Member
Date: 7/30/05

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter
written.

Simone Nicole Soileau, Member

Date: _____

Jacques Andre Soileau
Jacques Andre Soileau, Member

Date: 9-28-05

Marie Deneige Soileau Doolay, Member

Date: _____

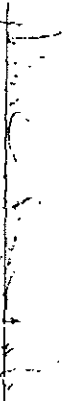
Jean Felix Soileau, Member

Date: _____

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter
written.

Simone Nicole Soileau, Member
Date: _____

Jacques Andre Soileau, Member
Date: _____


Marie Deneige Soileau Doolley, Member
Date: 1/11/10

Jean Felix Soileau, Member
Date: _____

SECRETARY'S CERTIFICATE
20003 DELAWARE, INC.

The undersigned, Richard J. Crofts, does hereby certify in his capacity as the Secretary of 20003 Delaware, Inc., a Delaware corporation (the "Corporation") and not personally, the following:

1. This Certificate is given in connection with the purchase of a certain tract of land known as "KIRKWOOD PLANTATION TRACT NO. 1" (the "Property") by the Corporation pursuant to a certain Agreement to Purchase and Sell (the "Purchase Agreement"), the Property being more particularly described as follows:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances therunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.E., P.L.S., dated December 19, 2003, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89° 56' 38" West a distance of 2635.57 feet; thence North 1° 58' 52" East a distance of 1178.73 feet; thence North 3° 24' 26" West a distance of 2264.33 feet; thence North 2° 44' 36" East a distance of 319.99 feet; thence North 7° 17' 29" East a distance of 310.70 feet; thence North 88° 28' 43" West a distance of 492.25 feet; thence North 00° 37' 46" West a distance of 1261.34 feet; thence South 89° 52' 03" East a distance of 1873.18 feet; thence South 00° 01' 30" East a distance of 1312.25 feet; thence South 89° 58' 43" East a distance of 1319.77 feet; thence South 00° 00' 38" East a distance of 1319.85 feet; thence North 89° 16' 39" East a distance of 1320.39 feet; thence North 00° 02' 21" East a distance of 1319.88 feet; thence continuing North 00° 02' 21" East a distance of 1319.88 feet; thence South 89° 29' 01" West a distance of 1321.39 feet; thence North 00° 18' 11" West a distance of 22.69 feet; thence continuing North 00° 18' 11" West a distance of 1290.42 feet; thence North 89° 58' 04" East a distance of 302.29 feet; thence continuing North 89° 58' 04" East a distance of 1376.50 feet; thence South 89° 15' 03" East a distance of 201.00 feet; thence South 88° 09' 09" East a distance of 744.22 feet; thence North 89° 24' 16" East a distance of 1096.69 feet; thence South 0°

22' 25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89° 28' 09" West a distance of 514.65 feet; thence South 30° 25' 31" West a distance of 236.84 feet; thence South 50° 49' 22" West a distance of 255.32 feet; thence South 35° 00' 38" West a distance of 396.50 feet; thence South 48° 07' 33" West a distance of 179.39 feet; thence South 26° 36' 31" West a distance of 254.33 feet; thence South 15° 17' 39" West a distance of 323.91 feet; thence South 89° 59' 46" East a distance of 1394.69 feet; thence South 00° 09' 50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89° 56' 16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly, as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspard; East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey); and being the same property which Andre Land & Cattle, A Louisiana General Partnership, acquired from Bush D. Joffion, Wilbur F. Joffion, Marie Louise Grace Joffion, Hope Joffion McCollam and William McCollam, Jr. by Act of Cash Sale dated March 11, 2004.

2. All acts or proceedings required to be taken by the Corporation to authorize the execution, delivery and performance of the Purchase Agreement, and the transactions contemplated thereby, have been duly and properly taken.
3. Any two (2) of the named officers on Exhibit "A", acting in concert, are duly authorized and have the full right, power and authority to execute and deliver any and all documents contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Corporation as of this 30th day of September, 2005

20003 DELAWARE INC.



Richard J. Crofts
Secretary

EXHIBIT A
OFFICERS

Chief Executive Officer	-	John D. Simonetti
Executive Vice-President and Chief Financial Officer	-	Douglas R. Tatters
Executive Vice-President, Corporate Development, General Counsel and Secretary	-	Richard J. Crofts
Vice-President, Finance	-	Anthony Valentini
Controller	-	Robert S. Mintzberg

BLOOMFIELD COUNTY, MISSISSIPPI

Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 13

CELSCO

Civil Engineering
Land Surveying

James W. Townsend, C.E., P.L.S.

310 Vine Street, Bunkie, LA 71322

Telephone/FAX 318-346-4330

Certificate of Survey

I certify that this plat correctly represents the on site survey made under my direction and supervision, and is in accordance with applicable standards of practice for Professional Land Surveyors as stipulated in Louisiana Administrative Code Title 46:IXI, Chapter 29 for a Class "C" Survey.

This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres), and Tract 3 (183.77 acres) located in Sections 13, 23, and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana.

Scale: 1" = 1000'

For: Trustland, Inc.

Requested by: William F. (Colt) James, Jr.

Date: December 19, 2003

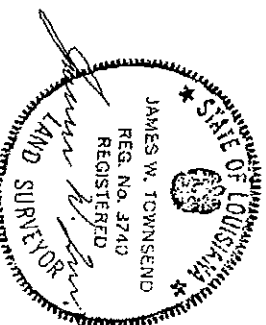
James W. Townsend
James W. Townsend, La. Reg. No. 3740

File: Colt

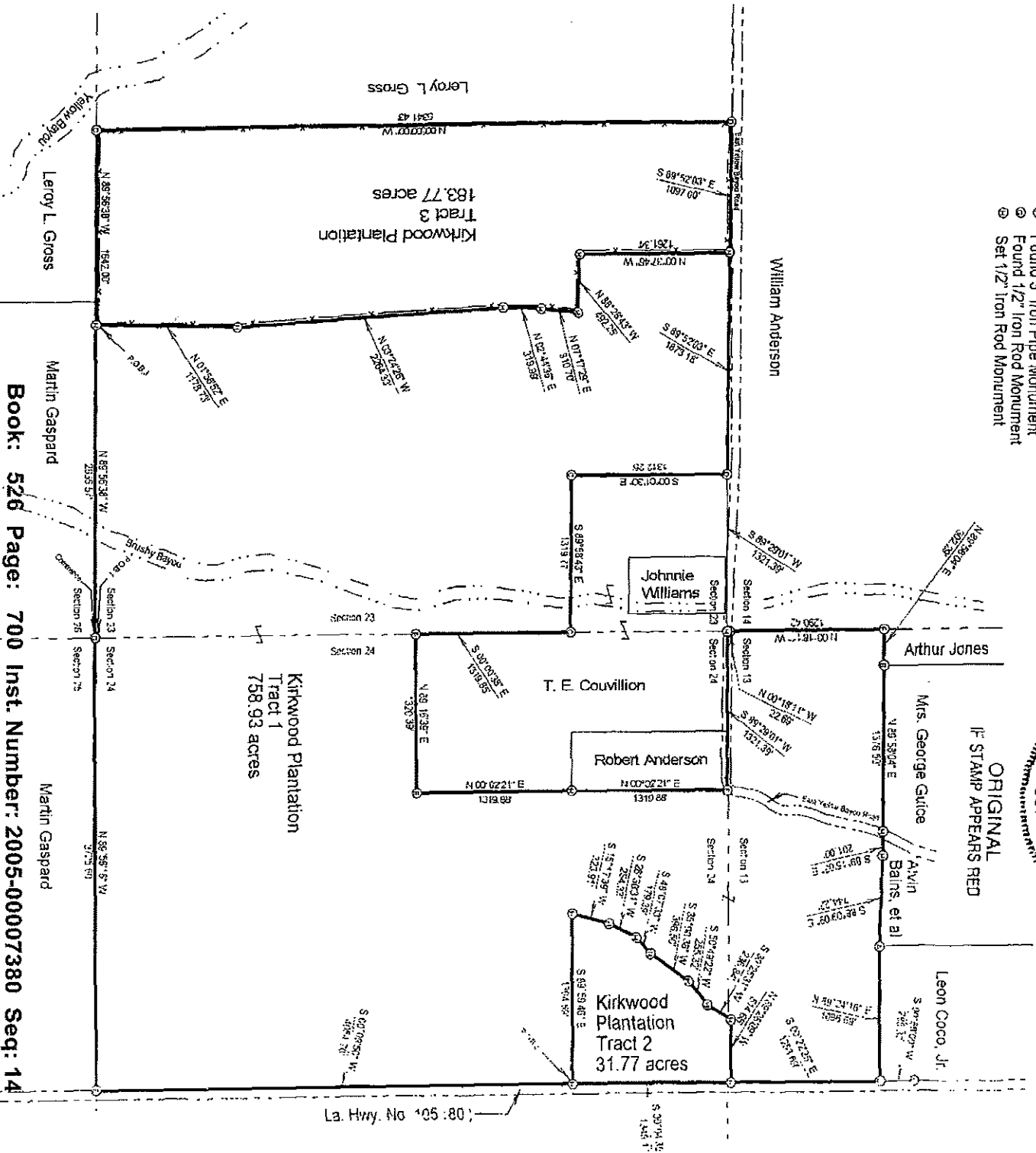
Reference Surveys:
Max M. Merrick for A. B. Joffion
November 20 - December 17, 1939

Basis of Bearing:
Merrick Survey

- Legend:
- ⊙ Found 1-1/2" X 1-1/2" Angle Iron Monument
 - ⊙ Found 1" Square Bar Monument
 - ⊙ Found 1" Iron Pipe Monument
 - ⊙ Found 1-1/2" Iron Pipe Monument
 - ⊙ Found 2-1/2" Iron Pipe Monument
 - ⊙ Found 3" Iron Pipe Monument
 - ⊙ Found 1/2" Iron Rod Monument
 - ⊙ Set 1/2" Iron Rod Monument



ORIGINAL
IF STAMP APPEARS RED



Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 14