Exhibit 10-Avoyelles Parish Port-Legal Recording
Avoyelles Parish Port-Legal Recording

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Avoyelles Parish Recording Page

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STATE OF LOUISIANA
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 Andere 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 vendor 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.
51-066272-5, 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.
This is made, executed and acknowledged in consideration of the price and sum of

ONE

Million Eight Hundred Seventeen Thousand Five Hundred and

No/100 ($1,897,000.00) DOLLARS, cash in hand paid the receipt whereof is hereby

acknowledged, and full acquittance and discharge granted.

This 11, 2004.
other minerals which are owned and shall may be produced and saved from the
 Vendor or Vendor's heirs or assigns. If in the Vendor's order or assignment of the oil and gas and

Interests,

understands this restrictive warranty and the consequences thereof and agrees to be bound

specifically issues warranty imposed by Civil Code Articles 2476 and 2520. Purchaser fully

through or ignorant of the restrictions and warnings and notices by operation of law, more

Purchaser agrees that he has inspected the premises and property and all warranties of

herein shall be held to the usual and customary post-lease condition.

shall have the right to harvest the crop in the usual and customary manner and the land after

Lessee shall have the right to harvest the crop in the usual and customary manner and the land after

will not damage the crops which have not been harvested at harvest or at interest with the Farm

Purchaser agrees that he has right to the land not in cultivation and are already harvested

activities of Purchaser's direction.

the right to harvest the crops still remaining on the land shall not hinder or interfere with

cultivation or on which the crop has already been harvested and the Farm minus a crop in cultivation and/or already harvested

Purchaser and Seller agree that Purchaser shall have the right to use the land not in

shall belong to Vendor and Farm less

2005 crop shall also belong to Vendor on December 31, 2005. All proceeds from the 2005 crop

on or before the date hereof will be allowed and the property heretofore conveyed to Vendor the

"Farm Lease", which Farm Lease shall have been terminated and at no further lease and effect

Callie's Farmhoods (General Partnership) and John Goode Farmhoods dated February 9, 2005 (the

Purchaser agrees that and to harvest Callie's Farmhoods and John Goode Farmhoods is the Farm. From

3
Vendor shall retain all crop rentals applicable to the 2005 crop year. Subject to the approval by the United States Department of Agriculture, Farm Service Agency, "As to that portion of the property herein conveyed and no crop here with regard to which operations will be performed off-site and will not interfere with the purchaser’s use of the property the right to participate in any tillage and other successful and/or assist him, shall have the right to produce and sell, for the net proceeds from the sale of the property as described above, 50% of the minerals on the above-described property. Vendor desires that is the over of 50% of the minerals on
A DELAWARE CORPORATION

WITNESSES:

the Welfare

understated compensation, who have signed with appearant, and me, Injury, as they read

on the 3rd day of October, 2003, in the presence of the

CORPORATION at its office in New York, New York.

THIS DONE AND SIGNED by appearant, 2003 DELAWARE, INC., A DELAWARE

WITNESSES:

A LOUISIANA GENERAL PARTNERSHIP

ANDBER LAND & CATILE

A LOUISIANA GENERAL PARTNERSHIP

GROUP INVESTMENTS

WITNESSES, who have signed with appearant, and me, Injury, as they read

on the 3rd day of October, 2003, in the presence of the undersigned complainant

LOUISIANA GENERAL PARTNERSHIP, at my office in New York, New York.

LOUISIANA GENERAL PARTNERSHIP, formerly known as ANDBRE LAND & CATILE, A

GROUP INVESTMENTS.

THIS DONE AND SIGNED by appearant, GROUP INVESTMENTS.
Consents previously passed or executed.

In this unanimous written consent shall not be a preclusion of any other resolutions or actions taken pursuant to the purposes and other appropriate causes of this Partnership. The actions taken pursuant to the purposes and other appropriate causes of this Partnership, including the act of withdrawal. The consent in writing below, and the action by unanimous written consent shall be deemed to be effective and conclusive. This action by unanimous written consent, shall be deemed to be the date indicated.

There being no further business to be taken by the undersigned Partners, pursuant to this,

This instrument, executed in duplicate, final at the date of withdrawal, only by all the undersigned Partners, is hereby executed and submitted.

Be it further Resolved:

After giving due notice and meeting the requirements for the purpose of the Partnership under

$587,900) Dollars and any

The Partners, unanimous, authentically, hereby execute the date by the Partnership of 7/3/93, as of

Be it further Resolved:

That the requirements of the Partnership, pursuant to the action herein below:

Investments, a Louisiana General Partnership, for the purpose of the Partnership, under

Louisiana General Partnership

of

Unanimous Consent of Partners

of

SUN GROUP INVESTMENTS

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IN WITNESS WHEREOF, I have hereunto affixed my name on this date hereafter.

[Signatures]

Date: [Signature]
Jean Felix Solitaire Member

Date: [Signature]
Elaine Denise Solitaire Member

Date: 4-30-05
Nicholas Andre Solitaire Member

Date: [Signature]
Simone Nicole Solitaire Member
In Witness Whereof, I have hereunto affixed my name on the day of this

Date:

[Signature]

Jean Felix Solomon Member

Date:

[Signature]

[Name] Daniel Solomon, President

Date:

[Signature]

[Name] Amanda Solomon, Member

Date: 

[Signature]

Simone Nicole Solomon Member
The undersigned, Richard L. Clark, does hereby certify in the capacity of the Secretary of
2001 DELAWARE INC.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Corporation as

Secretary
Executed at

Delaware, this 13th day of September, 2005.

[Signature]
OFFICERS

EXHIBIT A