

Exhibit A. Carville Riverfront Development Title Abstract

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



A handwritten signature in dark ink, appearing to read "Dennis J. Gilmore".

Dennis J. Gilmore
President

A handwritten signature in dark ink, appearing to read "Timothy Kemp".

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/> (NOT VALID IN THE STATE OF LOUISIANA).*

COMMITMENT FOR TITLE INSURANCE

Agent for: **First American Title Insurance Company**
SCHEDULE A

Commitment Number: 489605COM

1. Effective Date: August 4, 2013 at 08:00 AM
2. Policy (or Policies) to be issued:
 - (a) ALTA Owner's Policy 6/17/06
Proposed Insured:

To Be Determined

Policy Amount TBD by the Company
 - (b) ALTA Loan Policy 6/17/06
Proposed Insured:

To Be Determined

Policy Amount TBD by the Company
3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple

Petroleum Fuel and Terminal Company, a Missouri corporation
4. The land referred to in this Commitment is described as follows:

SEE "SCHEDULE C" ATTACHED HERETO

United Title of Louisiana, Inc.

6425 Youree Drive, Suite 140, Shreveport, LA 71105

BY: 

Authorized Signatory

**SCHEDULE B1
REQUIREMENTS**

The following are the requirements to be complied with:

1. Pay the underwriter the premiums, fees, and charges for the policy.
2. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; and that the contractor, subcontractors, labor and materialmen are all paid in full.
4. The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of transaction.
5. The Company requires cancellation of any and all Uniform Commercial Code filings which may affect the land, including but not limited to the following:
6. If the proposed owner of the property or the spouse's names(s) are not set forth in Section 1 of Schedule A, or are incorrectly set forth, the Company must determine that there are no encumbrances recorded in such person(s) names.
7. The Company must obtain reinsurance commitments and overlimits approval satisfactory to the Company.
8. Submission of a signed seller/owner's affidavit and buyer's affidavit, if applicable.
9. The Company requires recordable evidence of the authority of the appearer on behalf of Petroleum Fuel and Terminal Company to execute the instruments creating the insured estate.
10. Cancellation of Collateral Mortgage executed by Petroleum Fuel & Terminal Company, in favor of Bearer dated November 25, 1994, recorded December 6, 1994 in Book 282, Page 138 of the Mortgage Records of Iberville Parish, Louisiana. (May be cancelled by prescription)

SCHEDULE B - (Continued)

EXCEPTIONS

STANDARD EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to the underwriters satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien for services, labor, or materials in connection with improvements, repairs, or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any mineral or mineral rights leased, granted, or retained by current or prior owners.
7. Any dispute as to the boundaries caused by the change in the location of any water body within or adjacent to the land prior to the Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.

SPECIAL EXCEPTIONS

8. Taxes for the year 2013, and all subsequent years, not yet due and payable.
9. Oil, gas and other minerals in and under said land and all appurtenant rights for the exploration, development, production and removal of said oil, gas and other minerals.
10. The Company does not insure the square footage or amount of acreage of the land.
11. Right of Way in favor of the State of Louisiana for Louisiana Highway 141.
12. Right of Way and /or servitude in favor of the Pontchartrain Levee Board.
13. Right of Way & Servitude by and between Apex Louisiana Company and South Central Bell Telephone Company, dated August 6, 1990 and recorded August 17, 1990 in Book 436, Entry 3 of the Conveyance Records of Iberville Parish, Louisiana.

SCHEDULE B - (Continued)

14. Right of Way & Servitude by and between Petroleum Fuel and Terminal Company and South Central Bell Company, dated August 6, 1990 and recorded August 17, 1990 in Book 436, Entry 4 of the Conveyance Records of Iberville Parish, Louisiana.
15. Right of Way and Right of Use by and between Petroleum Fuel & Terminal Company and NPC, Inc. dated March 18, 1998 and recorded March 26, 1998 in Book 505, Entry 156 of the Conveyance Records of Iberville Parish, Louisiana.
16. Railroad Servitude and Right of Way Agreement by and between Petroleum Fuel & Terminal Company and Illinois Central Railroad Company, dated July 11, 2003 and recorded October 3, 2003 in Book 556, Entry 19 of the Conveyance Records of Iberville Parish, Louisiana.
17. Right of Way by and between Petroleum Fuel & Terminal Company and City of St. Gabriel, dated February 10, 2004 and recorded March 2, 2004 in Book 558, Entry 128 of the Conveyance Records of Iberville Parish, Louisiana.
18. Right of Way by and between Petroleum Fuel & Terminal Company and Pipeline Technology VI, LLC, dated June 25, 2007 and recorded June 29, 2007 in Book 588, Entry 121 under File No. 3019 of the Conveyance Records of Iberville Parish, Louisiana.
19. Right of Way by and between Petroleum Fuel & Terminal Company and PL Olefins, LLC, dated June 4, 2009 and recorded June 8, 2009 in Book 607, Entry 10 under File No. 2400 of the Conveyance Records of Iberville Parish, Louisiana.
20. Surface Site Agreement by and between Petroleum Fuel & Terminal Company and Boardwalk Louisiana Midstream, LLC, dated February 4, 2013 and recorded March 12, 2013 in Book 644, Entry 11 under File No. 949 of the Conveyance Records of Iberville Parish, Louisiana.
21. Right of Way Agreement by and between Petroleum Fuel & Terminal Company and Boardwalk Louisiana Midstream, LLC, dated February 4, 2013 and recorded March 12, 2013 in Book 644, Entry 12 under File No. 950 of the Conveyance Records of Iberville Parish, Louisiana.

SCHEDULE B - (Continued)

END OF SCHEDULE B

Property Tax Information for 2012

Taxes assessed to: Petroleum Fuel & Terminal Co.
Tax Assessment No. 0510654146
Parish Taxes Paid: \$20,031.70
City Taxes Paid: \$3,199.60

Taxes assessed to: Petroleum Fuel & Terminal Co.
Tax Assessment No. 0510654145
Parish Taxes Paid: \$431.20
City Taxes Paid: \$68.85

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

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NOTICE OF DEDUCTIBLES AND MAXIMUM DOLLAR LIMITS OF LIABILITY

If an ALTA Homeowner's Policy of Title Insurance (2-3-10) (*EAGLE*) will be issued to you, this policy will contain the following deductibles and maximum dollar limits of liability for Covered Risks 16, 18, 19, and 21.

<u>Covered Risk</u>	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: (subdivision law violations)	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: (building permit)	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: (zoning)	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: (encroachment of boundary walls or fences)	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Tract A:

Tract 1:

A certain tract of land situated in the Parish of Iberville, State of Louisiana in Township 9 South Range 1 East, Southern Land District of Louisiana on the left bank of the Mississippi River, and according to a survey of Kleinpeter & Baize, Civil Engineers, dated June 30, 1926, said tract of land measures 2,130 feet on the Mississippi River, 3,200 feet in width in the rear, 5,126 feet on the side towards the Becnel tract and 4,790 feet on the side towards Roussel tract, and contains 297.81 acres more or less, and is part of the plantation know as "Virginia Plantation" and is designated on said plat as "Virginia Plantation NO. 1" and includes that portion of property lying between the River Road at its northern boundary to the mean low water line of the Mississippi River, and lying between and bounded by the extension of the line on the southwest line on the side of Roussel Tract, and by the extension line on the northwest line of the side of the Becnel Tract. The "Virginia Plantation" tract being in Sections 39, 38 and part of 37, and a portion of the "Virginia Plantation", and called "Virginia Plantation No. 1", on survey of Kleinpeter & Blaize, Civil Engineers, dated June 30, 1926. According to a plan of Survey of Carl L. Mistic, R.L.S., dated December 8, 1979, annexed and made part hereof, said property is described as Tract 1, "Virginia Plantation No. 1", consisting of 304.1613 acres and "Batture Tract 2", consisting of 32.2451 acres and is bounded by and has the measurements as is indicated on said plan.

Tract 2:

A certain tract of land situated in the Parish of Iberville, State of Louisiana in Township 9 South, Range 1 East, in the Southeastern Land District of Louisiana, on the left bank of the Mississippi River, and according to a survey of Kleinpeter & Blaize, Civil Engineers, dated July 8, 1926, said tract of land measures 2,100 feet on the Mississippi River, 3,000 feet in width in the rear, 6,035 feet in depth on the cut off road, by a depth on the other side line of 5,453 feet. Said tract of land is composed of Sections 65 and 68, Township 9 South, Range 1 East, and is known as "Upper Gueymard" or "Hard Times Plantation", and includes a part of that portion of ground lying between the most southeasterly line of that certain property acquired by Lone Star Cement Corporation (of Maine) by Act of Indenture dated October 31, 1936, registered in C.O.B. 75, folio 271, Entry No. 175, Iberville Parish, Louisiana (a 600' line) and the mean low water line of the Mississippi River, and bounded on the northeast and southwest by extensions of the southwesterly line of the tract designated as "Retained by Gueymard" and the most southwesterly line of the tract described as a 236.44 acre tract according to a survey by Carl L. Mistic, R.L.S., dated December 8, 1979. Said tract is designated as tract 1, "Gueymard Plantation", consisting of 235.3322 acres, tract 2 consisting of 2.9355 acres and Batture Tract 2" consisting of 5.4015 acres and is bounded by and has the measurements as is more specifically set forth on said plan.

Tract B:

A certain tract or parcel of ground situated in the Parish of Iberville, State of Louisiana, in Sections 36, 37, 104, 106, 107, 108, 109 and 117, T-9-S, R-1-E, Southwestern District of Louisiana, East of the Mississippi River, containing 148.559 acres, and being more particularly described on a map of survey made by Carl L. Mistic, R.L.S., dated May 18, 1981, as per a survey entitled Map Showing Survey of the A.E. & L. Becnel Tract, "Edna Plantation" fronting 6 arpents on the Mississippi River and described as follows:

Commencing at a point, said being located on the Mississippi River at the boundary between "Virginia Plantation" and "Edna Plantation", and measuring thence along the Mississippi River N53°07'14" E, 91.28', and measuring thence along the Mississippi River N56°23'18"E, 470.87', and measuring thence along the Mississippi River N45°18'09"E, 199.47', and measuring thence along the Mississippi River N47°57'32" E, 145.73', and measuring thence along the Mississippi river N41°16'51"E, 102.69', and measuring thence along the Mississippi river N53°35'18" E, 178.39', and measuring thence S52°55'32"E, 5777.43' to the rear property line, and measuring thence along the rear property line of S53°42'27"W, 362.25', and measuring thence along the rear property line S53°23'17"W, 276.62', and measuring thence along the rear property line S54°36'05"W, 297.71', and measuring thence along the rear property line S54°12'59" W, 213.53', and measuring thence N53°17'05"W, 5735.96' to the Point of Origin along the "Virginia Plantation" boundary.

**UNITED TITLE OF LOUISIANA, INC.
PRIVACY POLICY**

We are performing a transaction in which you are a buyer, seller or mortgagor of real estate. The federal Financial Services Modernization Act, also known as the Gramm-Leach-Bliley Act and the Regulations of the Federal Trade Commission and the Louisiana Department of Insurance require that we furnish you with our privacy policy. If you have questions concerning this policy, please contact any of our offices.

We collect nonpublic personal information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, loan number, social security number, loan balances or information about you or your property;

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, real estate agent, insurance agent, pest inspection service, surveyor, property inspector, engineer, etc.; and

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations to guard your nonpublic personal information.

In addition to United Title of Louisiana, Inc., this privacy policy also applies to The Peatross, Lawfirm (A Professional Law Corporation).

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #13



South Central Bell
A BELLSCOM Company

365

Conveyance Book 496 Entry 3
Iberville Parish, Louisiana

6-164-SC
(9-88)

Right Of Way & Servitude

South Central Bell Telephone Company Use Only

Authority	071-0035	Classification	R45C	Area	St. Gabriel	Exchange	Main
Approved	<i>W. Landry</i>			Title	Operations Manager-Network Provisioning		

For and in consideration of Seven Hundred Fifty (\$ 750.00) dollars and other good and valuable consideration, I receipt of which is hereby acknowledged, the undersigned, its successors, heirs and assigns do hereby grant to South Central Bell Telephone Company, its licensees, successors, and assigns (hereinafter referred to as Grantee), a right of way and servitude to construct, operate, maintain and/or remove such lines or systems of communications or related services as the Grantee may require from time to time consisting of:

- ~~A. B. Buried cables, wires, terminals, markers, splicing boxes, pedestals;~~
 B. C. Conduit, manholes, markers, underground cables and wires;
 C. R. Other amplifiers, boxes, appurtenances or devices; and
 E. ~~Right of way, easements, and servitudes for the protection and maintenance of the above and also their appurtenances, including, but not limited to,~~

Upon, over and under a strip of land 10 feet wide across the following lands in Iberville Parish, State of Louisiana, Section 37 and 38, Township 9 South, Range 1 East, described as follows:

Property belonging to Apex Louisiana Company at 8182 Maryland Avenue, St. Louis, Missouri.

Using as a Point of Beginning the intersection of the east right-of-way line of Louisiana Highway No. 141 and the Common Section Line of Sections 38 and 39 of Township 9 South, Range 1 East proceed S41°07'07"E a distance of 4979.25 and corner; thence N50°14'26"E a distance of 308.34 feet; thence N49°01'14"E a distance of 621.59 feet; thence N45°45'46"E a distance of 736.18 feet; thence N39°03'42"E a distance of 639.34 feet; thence N53°08'42"E a distance of 405.07 feet; thence N54°04'50"E a distance of 85.14 feet and corner; thence N53°17'05"W a distance of 5133.43 feet to the East right-of-way line of Louisiana Highway No. 141; thence continue a distance of 602.54 feet to the Mississippi River Bank and corner; thence along the river S53°07'15"W a distance of 510.37 feet; thence S53°31'32"W a distance of 461.07 feet; thence S57°31'01"W a distance of 465.85 feet; thence S57°52'33"W a distance of 581.79 feet and corner; thence S41°07'07"E a distance of 816.83 feet to the Point of Beginning.

Grants to South Central Bell Telephone Company a servitude from the above described Point of Beginning proceed N49°05'59"E a distance of 2130.74 feet and corner; thence S53°17'05"E a distance of 10.24 feet and corner; thence S49°05'59"W a distance of 2132.90 feet and corner; thence N41°7'7"W a distance of 10 feet to the Point of Beginning.

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: ingress and egress to said servitude at all times; to clear the servitude and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the servitude which might interfere with or fall upon the lines or systems of communications; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements. To have and to hold the above granted servitude to South Central Bell Telephone Company, its successors and assigns only until such time as the undersigned gives Grantee written notice completely remove its lines or systems of communication upon or under the land described herein. Grantee shall have sixty (60) days to remove such and to restore the property to the condition prior to the grant herein. Grantor(s) warrant(s) that hereon they are the true owner(s) of record of the above described land on which the aforesaid servitude is granted.

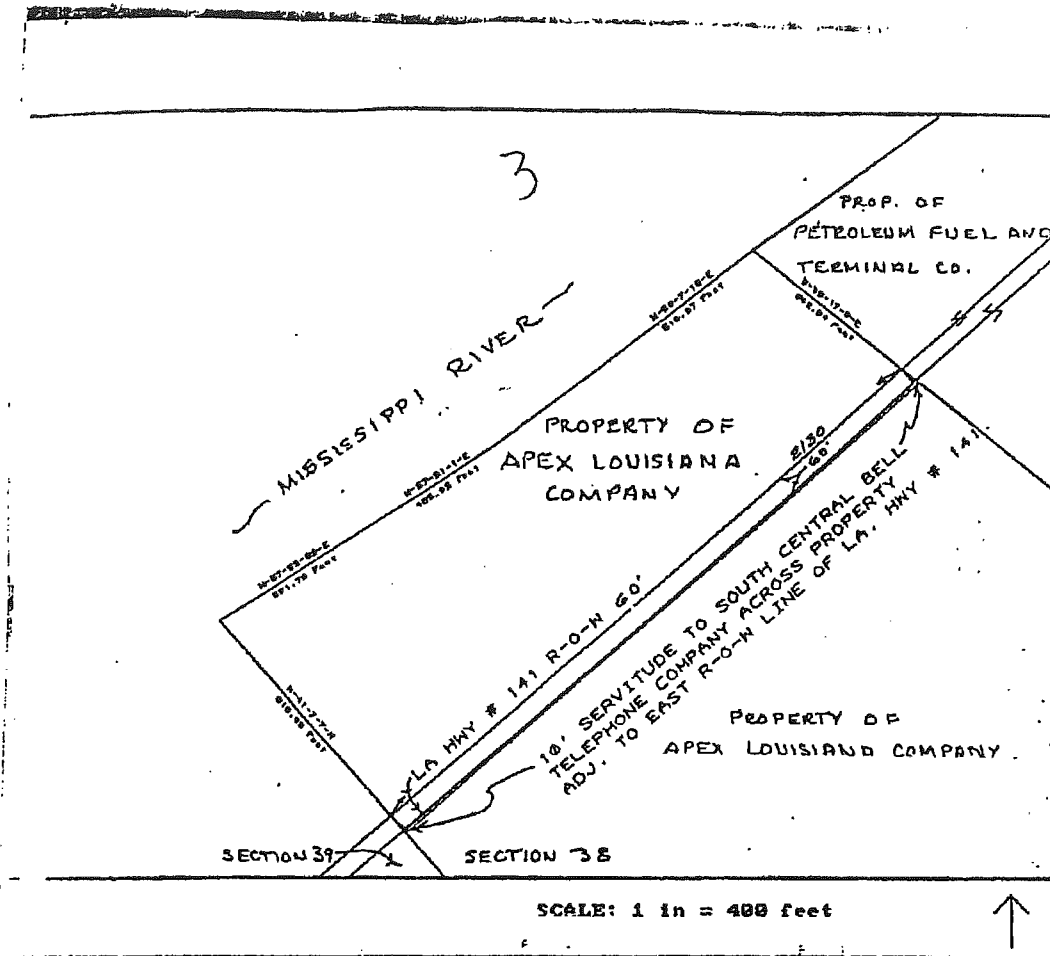
In witness whereof, the undersigned has caused this instrument to be executed on the 6th day of August, 1990.

Witness	<i>[Signature]</i>	Owner	<i>[Signature]</i>	L.S.
Witness	<i>[Signature]</i>	Owner	<i>[Signature]</i>	L.S.
Name Of Corporation	Apex Louisiana Company	Title	President	L.S.

486 -3

8-17-90

Book: 436, Page: 3



Acknowledgements

Proving the Witness

State of ~~Louisiana~~ Missouri
County of St. Louis

Before me, the undersigned authority, personally came and appeared RaeNell Rhodes who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of P.A. Novelty, to the above and foregoing document; that he saw the said P.A. Novelty, execute the said document and that he signed same, together with David Ruecker, the other subscribing witness.

Drane G. Gennett
Notary Public

FILED

AUG 17 1 20 PM '50

2216

Book: 436, Page: 3

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #14



South Central Bell
A BELL SOUTH Company



Conveyance Book 436 Entry 4
Iberville Parish, Louisiana

84164-80
(R-01)

Right Of Way & Servitude

South Central Bell Telephone Company Use Only

Authority 071-0035	Classification R45C	Area St. Gabriel	Exchange Main
Approved <i>W. Laundry</i>		Title Operations Manager-Network Provisioning	

For and in consideration of Four Hundred Fifteen (\$ 415.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, his successors, heirs and assigns do hereby grant to South Central Bell Telephone Company, its licensees, successors, and assigns (hereinafter referred to as Grantee), a right of way and servitude to construct, operate, maintain and/or remove such lines or systems of communications or related services as the Grantee may require from time to time consisting of:

- A. Buried cables, wires, terminals, markers, splicing boxes, pedestals;*
B. Conduit, manholes, markers, underground cables and wires;
C. Other amplifiers, boxes, appurtenances or devices; and
D. Repairs, alterations, additions, structures and structures for the protection and maintenance of the aforesaid and their appurtenances, including but not limited to:

Upon, over and under a strip of land 10 feet wide across the following lands in Iberville Parish, State of Louisiana, Section 37 and 38, Township 9 South, Range 1 East, described as follows:

Property belonging to Petroleum Fuel and Terminal Company at 8182 Maryland Avenue, St. Louis, Missouri.

Using as a starting point to Intersection of the east right-of-way line of Louisiana Highway No. 141 and the common section line of Section 38 and 39 of Township 9 South, Range 1 East proceed N49°05'59"E a distance of 2130.74 feet to the point of beginning. From this P. O. B. proceed S53°17'05"E a distance of 5133.43 feet and corner; thence N54°12'59"E a distance of 213.53 feet; thence N54°36'05"E a distance of 297.71 feet; thence N53°23'17"E a distance of 276.62 feet; thence N53°42'27"E a distance of 372.25 feet and corner; thence N52°55'32"W a distance of 5145.24 feet to the East right-of-way of Louisiana Highway No. 141; continue N53°55'32"W a distance of 586.45 feet (to the Bank of the Mississippi River) and corner; thence S53°35'18"W a distance of 178.39 feet; thence S41°16'51"W a distance of 102.69 feet; thence S47°57'32"W a distance of 145.73 feet; thence S45°18'09"W a distance of 199.47 feet; thence S56°23'18"W a distance of 470.87 feet; thence S53°07'14"W a distance of 91.28 feet and corner; thence S53°17'05"E a distance of 602.54 feet to the Point of Beginning.

Grants to South Central Bell Telephone Company a servitude beginning from the above described Point of Beginning proceed S53°17'05"E a distance of 10 feet and corner; thence N50°48'33"E a distance of 1175.85 feet and corner; thence N53°55'32"W a distance of 10 feet and corner; thence S50°48'33"W (along the east right-of-way line of La. Hwy. No. 141) a distance of 1175.91 feet to the point of beginning.

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: ingress and egress to said servitude at all times; to clear the servitude and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the servitude which might interfere with or fall upon the lines or systems of communications; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements. To have and to hold the above granted servitude to South Central Bell Telephone Company, its successors and assigns only until such time as the undersigned gives Grantee written notice to completely remove its lines or systems of communication upon or under the land described here. Grantee shall have sixty (60) days to remove such and to restore the property to the condition prior to the grant herein. Grantor(s) warrant(s) that hereinafter is/are the true owner(s) of record of the above described land on which the aforesaid servitude is granted.

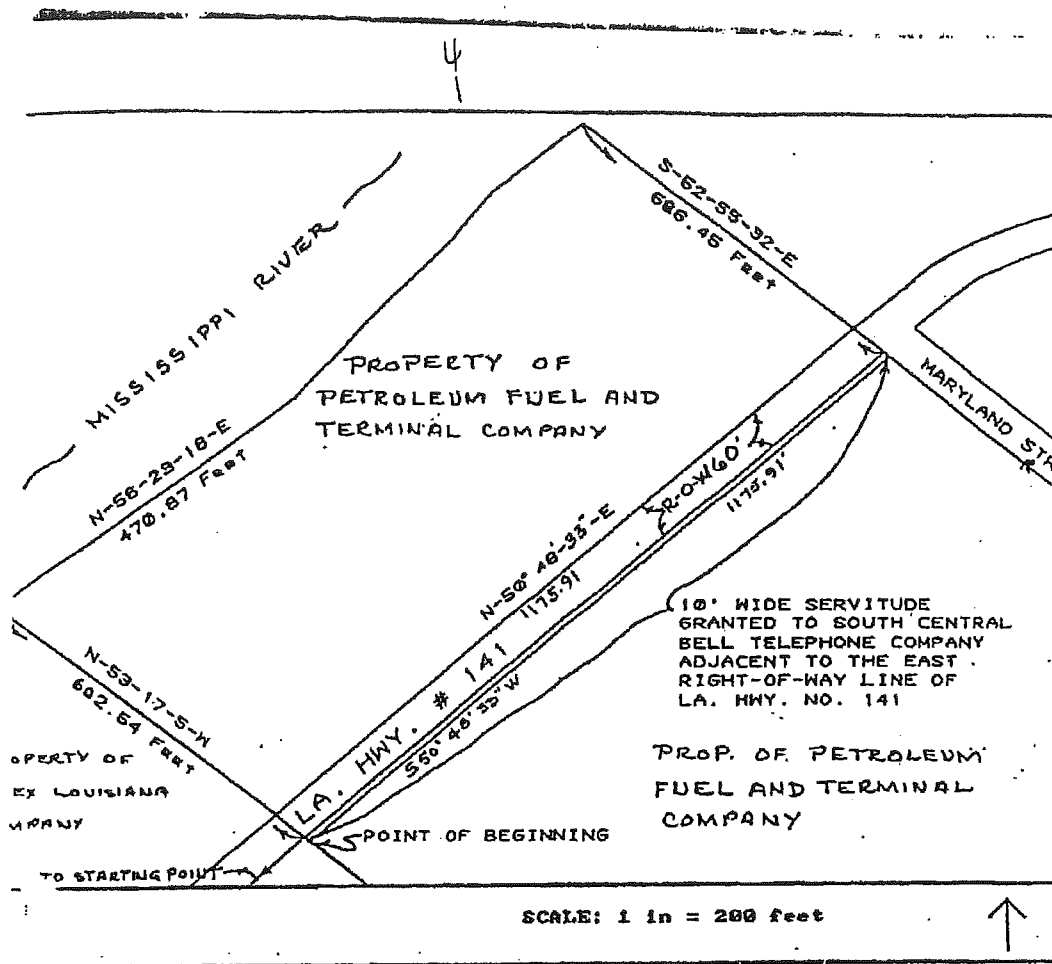
In witness whereof, the undersigned has/have caused this instrument to be executed on the 6th day of August, 19 90.

Witness <i>[Signature]</i>	Owner <i>[Signature]</i>	L.S.
Witness <i>[Signature]</i>	Owner <i>[Signature]</i>	L.S.
Name Of Corporation Petroleum Fuel and Terminal Company	Title President	L.S.

436-14

8-17-90

Book: 436, Page: 4



Acknowledgements

Proving the Witness

State of ~~Louisiana~~ Missouri
County of ~~St. Louis~~ St. Louis

Before me, the undersigned authority, personally came and appeared Rae Nell Rhodes who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of P.A. Novelly, to the above and foregoing document; that he saw the said P.A. Novelly execute the said document and that appearer signed same, together with David Ruecker, the other subscribing witness.

Diana K. Gennet
Notary Public

FILED

Dec 17 1950

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Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #15

5
3

ENTRY 156

Conveyance Book 505 Entry 156
Iberville Parish, Louisiana

353

RIGHT-OF-WAY AND RIGHT OF USE

STATE OF LOUISIANA

PARISH OF IBERVILLE

THIS RIGHT-OF-WAY AND RIGHT OF USE is entered in by and between PETROLEUM FUEL & TERMINAL COMPANY (the "Grantor") who grants to NPC, Inc., a Louisiana corporation ("NPC"), together with its agents, successors, and assigns, the right to lay, maintain, inspect, operate, repair, alter, remove, and relay a pipeline or pipelines for the purpose of transporting liquid substances, and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient for such operations, over, through, upon, across, along, and under the highway right-of-way for La. Hwy. 141 as it adjoins Grantor's property located in Iberville Parish, Louisiana.

Grantor additionally grants to NPC, its agents, successors, and assigns, the right to use Grantor's property which lies within thirty (30') feet of the described highway right-of-way for the purpose of placing pipe and other materials necessary for the construction of the pipeline or pipelines and for such other purposes reasonably necessary for the construction and installation of the pipeline or pipelines, until such time as the construction of the contemplated pipeline or pipelines is complete.

In addition to the foregoing grants, Grantor grants to NPC, its agents, successors, and assigns, all rights of ingress and egress to and from the pipeline or pipelines, for the purposes and benefits set forth above.

Grantor shall have the right to fully use and enjoy the property subject to this grant, except to the extent such use is contrary to the right-of-way for La. Hwy. 141 and except as to the rights set forth above. NPC agrees and obligates itself to bury the pipeline at least three (3') feet below the surface of the ground and to repair, at its expense, any and all damages which may occur to crops, pasturage, fences, buildings, or other improvements resulting from the exercise of this right-of-way, and to grade, reseed, and restore any portion of the surface of Grantor's property disturbed as a result of the exercise of the rights described herein to its condition prior to the commencement of any work.

This grant is made for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

To the extent that this right-of-way affects property lying within thirty (30') feet of the center line of La. Hwy. 141, the parties acknowledge and declare that Grantor's consent may or may not be required in order for NPC to proceed with its contemplated pipeline project.

Right-of-Way and Right of Use Page 1

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This agreement shall not be considered as creating a requirement that Grantor or anyone similarly situated must consent to NPC's project should no such consent in fact be required. Rather, the parties intend for this agreement (to the extent it affects the property lying within thirty (30') feet of the centerline of La. Hwy. 141) to be a compromise of any claims which Grantor may have relative to NPC's operations within such property.

This easement is non-exclusive. Grantor reserves the right to grant other non-exclusive easements to the extent that they do not interfere with the rights granted herein.

This grant to NPC and its agents, successors, and assigns shall continue in perpetuity for as long as such right-of-way is exercised and for as long thereafter as such right-of-way shall be useful for the purposes described above.

NPC shall comply with all applicable laws and regulations regarding its use of the easement property and any construction, maintenance, operation, repair, or removal of the improvements.

In the event of any controversy, claim, or dispute relating to this agreement or its breach, the prevailing party will be entitled to recover its reasonable expenses, attorney fees, and costs.

IN WITNESS WHEREOF, the parties have executed this Right-of-Way and Right of Use in the presence of the undersigned competent witnesses, on the dates set forth below.

WITNESSES:

[Signature]
Belmont A. Reed

GRANTOR:

PETROLEUM FUEL & TERMINAL COMPANY

[Signature]
Name: JOHN L. HANA, JR., PRES.
Date: 12/11/97

Name: _____
Date: _____

WITNESSES:

[Signature]
Wayne Brannon

NPC, INC.

By: [Signature]
Name: BRUCE A. COLE
Title: PRESIDENT
Date: 13 FEB 98

STATE OF LOUISIANA

PARISH OF Iberville

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ACKNOWLEDGMENT

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the captioned parish and state, therein residing, personally came and appeared:

Fred Gerstner

who by me first duly sworn, deposed and said that Appearer was a witness, along with Wayne Breussard to the above and foregoing instrument; that he saw NPC, Inc. sign the same in his presence and that of the other said witness, and knows of his own knowledge that the said party or parties executed said instrument of their own free will and accord, for the uses, purposes, and benefits therein expressed.

Fred Gerstner

Witness

SWORN TO AND SUBSCRIBED before me this 18th day of March, 1998.

[Signature]
NOTARY PUBLIC

8.56

STATE OF MISSOURI
COUNTY
PARISH OF ST. LOUIS

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ACKNOWLEDGMENT

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the captioned parish and state, therein residing, personally came and appeared:

MICHAEL J. LEECH

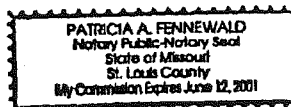
who by me first duly sworn, deposed and said that Appearer was a witness, along with DEBORAH A. WEEDMAN to the above and foregoing instrument; that he saw Grantor(s) sign the same in his presence and that of the other said witness, and knows of his own knowledge that the said party or parties executed said instrument of their own free will and accord, for the uses, purposes, and benefits therein expressed.

Deborah A. Weedman

Witness

SWORN TO AND SUBSCRIBED before me this 11th day of December, 1997.

Patricia A. Fennewald
NOTARY PUBLIC



FILED

Jan 26 9 31 AM '98

Matthew

Right-of-Way and Right of Use Page 4

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Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #16

E116

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CONVEYANCE
BOOK ENTRY

0556 019

RAILROAD SERVITUDE AND RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF IBERVILLE

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00), and other valuable consideration, paid to **PETROLEUM FUEL & TERMINAL COMPANY**, a Missouri Corporation (T.I.N. 43-0642621), (hereinafter called "GRANTOR"), whose address is 8235 Forsyth Blvd., Suite 400, St. Louis, MO., 63105-1623, the receipt of which is hereby acknowledged, GRANTOR hereby grants to **ILLINOIS CENTRAL RAILROAD COMPANY**, an Illinois corporation (hereinafter called "GRANTEE"), (TIN: 36-2728842), whose address is 455 N. Cityfront Plaza Drive, Chicago, Illinois 60611, its successors and assigns, a servitude and right-of-way for the construction, maintenance, operation, repair, replacement and removal of one or more lines of railroad tracks and for all other necessary, proper and convenient railroad purposes, as well as necessary access to said servitude and right-of-way, on, over and upon the following tract of land, to-wit:

542.50 acres, more or less, located in Sections 37, 38, 66, 68, 102, 104, 106, 107, 108, 109, 110, 111, 112, 113, and 114, Township 9 South, Range 1 East, Southeastern Land District, Iberville Parish, Louisiana, as more fully described in that certain Act of Collateral Mortgage and Pledge and Assignment of Leases and Proceeds and Security Agreement, dated November 25, 1984 and recorded at Mortgage Book 282, Entry 138, UCC Book 24, Entry 18358 in the records of the Clerk and Recorder of Mortgages of Iberville Parish, Louisiana.

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1. Said servitude and right-of-way granted herein is a total of fifty (50') feet wide, being twenty-five (25') feet on each side of the center line being more fully described on the legal description attached hereto as Exhibit "A" and depicted on that certain Plan of Servitude attached hereto as Exhibit "B", together with the right to make temporary use of a strip or strips of land not in excess of twenty-five (25') feet along each side of the permanent servitude for construction purposes. The right to make temporary use of the construction servitude shall terminate upon completion of construction of the entire line of track, but shall re-arise for so long as, and to the extent needed, for Illinois Central Railroad Company, its successors and assigns, (hereinafter IC) to maintain, repair, and/or replace the line of track.
2. This servitude and right-of-way is granted to GRANTEE for the exclusive purpose of constructing, operating, using, and maintaining one or more railroad tracks and appurtenances thereto. GRANTEE shall have the right to exclude all other persons or parties, including GRANTOR, from the permanent servitude, provided, however, that GRANTOR shall have the right to select the location of two (2) private crossings across the right-of-way upon the terms and conditions as set forth in GRANTEE's Private Road Crossing Agreement, an exemplar of which is attached hereto as Exhibit "C". GRANTEE shall construct said crossings in accordance with said Private Road Crossing Agreement during construction of the spur at the sites to be selected by Grantor.
3. GRANTOR shall not construct, or permit to be constructed or placed on, over, across or under the permanent servitude any house, immovable or movable structure, parking lot, obstruction, fence, ditch, or any other improvement or property and GRANTEE shall be

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entitled to GRANTEE's option, at any time, to remove any such house, structure, parking lot, obstruction, fence, ditch, improvement or thing including, without limitation, growing things and overhanging limbs, without any obligation for damages to GRANTOR except as otherwise provided herein.

4. GRANTOR may construct, and grant to others permits, servitudes and rights-of-way for pipelines and/or utilities, to cross over or under the location of the railroad servitude and right-of-way herein, provided that any such pipeline or utility crossing (1) shall be at GRANTOR or its assignee's sole cost and expense, (2) shall in no way interfere with the maintenance or operation of the railroad or servitude and right-of-way by GRANTEE and (3) all costs, expenses, damages and liabilities incurred by the GRANTEE as a result thereof shall be born by GRANTOR or any person or corporations lawfully claiming under GRANTOR. Any such pipeline or utility shall not be constructed unless such facilities do not create a potentially unsafe condition; such facilities do not interfere with GRANTEE's use of the servitude and right-of-way, its railroad track or any appurtenances thereto; and such facilities are constructed in accordance with any requirements imposed thereon by GRANTEE. It is understood and agreed that GRANTOR, its successors or assigns shall not install nor permit the installation of any such pipeline, utility, or any other structure on, over or across the aforesaid servitude and right-of-way until GRANTEE's authorized representative has approved the plans and specifications therefore and until the party requesting the said installation has executed an agreement satisfactory to GRANTEE covering such installation. Any such utility, pipeline, or other structures permitted by

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GRANTEE to be located on, over or across the said servitude and right-of-way shall be installed, maintained and operated at no risk or expense to GRANTEE.

5. GRANTEE shall not be liable to Grantor or its tenants or licensees for any property damage resulting from mowing, trimming, moving, or removing trees, brush, or undergrowth from or within the servitude and right-of-way, nor shall it be liable to Grantor or its tenants or licensees for any damage to personal property or improvements within the servitude and right-of-way caused by such activities.
6. GRANTEE shall pay GRANTOR for all damage to GRANTOR's property outside of the permanent and temporary construction servitudes arising during construction and, at GRANTOR's option, shall pay for or replace all roads, bridges, culverts, cattle guards and fences damaged by the use, repair, replacement or removal of said railroad servitude and right-of-way. In the event the amount of damages cannot be mutually agreed upon, any damages shall be ascertained and determined solely by binding arbitration. Said arbitration shall be determined by three (3) disinterested persons, experienced in such matters and trained and certified by the American Arbitration Association, one (1) of whom shall be appointed by the GRANTOR herein, one (1) by GRANTEE and the third by the two so appointed as aforesaid and a written award of the arbitrators shall be final and conclusive. GRANTOR and GRANTEE shall bear the cost of the arbitration equally.
7. GRANTEE will be responsible for obtaining, in advance, all necessary permits and licenses from the proper authorities and complying with all requirements with any regulatory agency having jurisdiction over the operations contemplated and will provide copies of all permits

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and documents filed with said regulatory agencies to GRANTOR or its designee upon written request. Nothing in this agreement shall be construed to confer jurisdiction to any regulatory agency over any dispute relating to damages of any kind to GRANTOR's property. All disputes regarding damages to GRANTOR's property shall be resolved as provided for herein.

8. GRANTEE will, at least three (3) days prior to commencing operations hereunder, advise GRANTOR or its designee of the date and time operations will be commenced.
9. All the terms, covenants and conditions herein contained shall run with the land and shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors, transferees and assigns to the parties hereto. GRANTEE, its successors, transferees and assigns shall have the right to assign and convey the servitude and right-of-way and any of the rights or obligations provided for herein, in whole or in part.
10. It is understood and agreed that GRANTEE shall be entitled to exercise any of the rights granted hereunder at any time from time to time for so long as this servitude and right-of-way remain in force and effect and that the non-exercise of any such right shall not be deemed to constitute a waiver of any such rights. Utilization of any one right granted herein shall be considered the utilization of all such rights.
11. It is understood and agreed this agreement does not constitute a conveyance of any part of the land above described nor the minerals therein and thereunder, but is only a servitude and right-of-way as above provided.
12. Grantee, its successors and assigns shall have and hold the aforesaid servitude and right-of-

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way with all rights, privileges, appurtenances and amenities thereunto belonging or in anywise appertaining, so long as used for railroad purposes. GRANTOR agrees to warrant and forever defend the title to the above described servitude and right-of-way against every person claiming the same or any part thereof.

13. GRANTEE shall protect, defend, indemnify and hold harmless GRANTOR, its successors and assigns from and against, any and all claims, demands, damages, costs, losses, penalties, fines, liabilities, judgments, obligations, and/or causes of action, including attorney fees and costs of litigation of every kind and character arising from tort, contract or otherwise, for bodily injury, death, property damage or loss, including but not limited to pollution or contamination of air, land or water, or the violation of any law or regulation (collectively hereinafter referred to as the "Damages"), arising out of or in connection with or resulting from (i) Grantee's sole negligence or willful misconduct or that of its agents, employees, contractors, invitees or other parties who derive their rights from Grantee, or (ii) the breach of any provision of this Agreement by GRANTEE, except to the extent such Damages result, in whole or in part, from the negligence or willful misconduct of GRANTOR, its agents, employees or contractors. In the event of a suit or other proceeding against GRANTOR which is covered by the indemnification, GRANTEE shall, at GRANTOR's request, appear and defend same at GRANTEE's sole cost and expense using counsel reasonably acceptable to GRANTOR, and GRANTEE shall pay any assessment or judgment which may be rendered against GRANTOR therein in accordance with the above.
14. All notices, demands, requests or other communications to be given by one party to the other

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hereunder, or as required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing the same with Federal Express or Airborne for next business day delivery or by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

To GRANTOR: PETROLEUM FUEL & TERMINAL COMPANY
8235 Forsyth Blvd., Suite 400
St. Louis, MO., 63105-1623.
Facsimile: (314) 889-9603

With copy to: Antonio J. Rodriguez
201 St. Charles Avenue, 36th Floor
New Orleans, LA 70170
Telephone: (504) 523-2600
Facsimile: (504) 523-2705

To GRANTEE: ILLINOIS CENTRAL RAILROAD COMPANY
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611

Attention: Law Department
Facsimile: (312) 755-7669

All notices, demands and requests shall be effective upon personal delivery or upon being deposited with a national overnight delivery service, or in the United States Mail, by certified mail, return receipt requested, and the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day following any such deposit with a national overnight delivery service, or in the case of a deposit in the United States Mail as provided above, from the date on the return receipt of the notice, demand, or request reflecting the date of delivery or rejection of the same by the

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addressee thereof. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving the other party at least 30 days' written notice thereof in accordance with the provisions of this Section, the parties shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the presence of the respective undersigned competent witnesses, at the places and on the dates set forth in the acknowledgments below.

WITNESSES:

D. A. Lueck

Christy Vander

WITNESSES:

Patricia A. Romaszko

Carol Sandenbury

PETROLEUM FUEL & TERMINAL COMPANY

By: [Signature]

Name: JOHN L. HANK, JR.

Title: VICE PRESIDENT

ILLINOIS CENTRAL RAILROAD COMPANY

By: [Signature]

Name: Rick McAdven

Title: Senior Manager

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STATE OF MISSOURI

COUNTY OF St. Louis

BEFORE ME, the undersigned authority, personally came and appeared John L. Hank, Jr., to me known, who acknowledged to me, Notary, that he is the Vice President of PETROLEUM FUEL & TERMINAL COMPANY; that as such, duly authorized and under authority of PETROLEUM FUEL & TERMINAL COMPANY he signed and executed the foregoing instrument for and on behalf of PETROLEUM FUEL & TERMINAL COMPANY for the objects, purposes and uses therein expressed, in the presence of the witnesses whose names are hereunto subscribed; and he acknowledges said instrument to be the free act and deed of PETROLEUM FUEL & TERMINAL COMPANY.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, on the 11th day of July, 2003.

WITNESSES:

[Signature]

PETROLEUM FUEL & TERMINAL COMPANY

Christa Vandem

By: [Signature]

Mary B. Hockle
NOTARY PUBLIC



MARY B. HOCKLE
St. Louis County
My Commission Expires
December 30, 2006

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STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, personally came and appeared RICK MCFADYEN, to me known, who acknowledged to me, Notary, that he is a Senior Manager of ILLINOIS CENTRAL RAILROAD COMPANY; that as such, duly authorized and under authority of ILLINOIS CENTRAL RAILROAD COMPANY he signed and executed the foregoing instrument for and on behalf of ILLINOIS CENTRAL RAILROAD COMPANY for the objects, purposes and uses therein expressed, in the presence of the witnesses whose names are hereunto subscribed; and he acknowledges said instrument to be the free act and deed of ILLINOIS CENTRAL RAILROAD COMPANY.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, on the ____ day of ____, 2003.

WITNESSES:

Scott E. Roberts

Scott E. Roberts

Genise Martinez
Genise Martinez

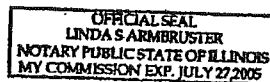
ILLINOIS CENTRAL RAILROAD COMPANY

By:

Rick McFadyen
Rick McFadyen
MCFADYEN

Linda S. Armbruster

NOTARY PUBLIC



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EXHIBIT "A"

**LEGAL DESCRIPTION OF ILLINOIS CENTRAL RAILROAD
COMPANY SERVITUDE AND RIGHT-OF-WAY ACROSS THE
LANDS OF PETROLEUM FUEL & TERMINAL CO.**

A CERTAIN 50 FOOT RAILROAD SERVITUDE AND RIGHT-OF-WAY, AND AN ADDITIONAL 25 FOOT CONSTRUCTION SERVITUDE ON EACH SIDE THEREOF, LOCATED IN SECTIONS 104, 106, 108, 109, 111, 113, and 114, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER, IBERVILLE PARISH, LOUISIANA, THE CENTERLINE OF SAID SERVITUDE AND RIGHT-OF-WAY BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing at the intersection of the southern right-of-way of Louisiana Highway 141 and the most northeastern corner of Tract One (1) of the former Virginia Plantation Tract, thence proceed South 53°17'05" East, a distance of 5,133.43 feet to a point; thence North 54°12'59" East, a distance of 213.53 feet to a point; thence North 54°36'05" East, a distance of 297.71 feet to a point; thence North 53°23'17" East, a distance of 276.62 feet to a point; thence North 53°42'27" East, a distance of 359.22 feet to a point; thence North 53°12'49" East, a distance of 235.65 feet to a point; thence North 54°42'27" East, a distance of 219.73 feet to a point; thence North 54°25'01" East, a distance of 248.06 feet to a point; thence North 55°36'29" East, a distance of 120.76 feet to a point; thence South 62°54'02" East, a distance of 281.85 feet to a point; thence South 22°54'02" East, a distance of 470.00 feet to a point on the apparent west right-of-way of Louisiana Highway 75; thence continue along said apparent right-of-way South 18°40'30" East, approximately 548 feet to the POINT OF BEGINNING;

Thence leaving said apparent right-of-way, proceed along the centerline of the proposed railroad right-of-way South 71°39'49" West, approximately 222 feet to a point of curve;

Thence proceed along the arc of a tangent railroad curve to the right having a radius of 573.00 feet, a central angle of 54°14'34", a degree of curve of 10°00'43", a tangent length 293.49 feet, (a true arc length of 542.47 feet) an approximate distance of 542 feet to a point of tangent;

Thence North 54°05'36" West, approximately of 268 feet to a point of curve;

Thence proceed along the arc of a tangent railroad curve to the right having a radius of 573.00 feet, a central angle of 70°27'09", a degree of curve of 10°00'43", a tangent length of 404.60 feet, (a true arc length of 704.58 feet) an approximate distance of 705 feet to a point of tangent;

Thence South 55°27'15" West, approximately 361 feet to a point of curve;

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Thence proceed along the arc of a tangent railroad curve to the right having a radius of 573.00 feet, a central angle of $28^{\circ}44'02''$, a degree of curve of $10^{\circ}00'43''$, a tangent length of 146.77 feet, (a true arc length of 287.36 feet) an approximate distance of 287 feet to a point of tangent;

Thence South $84^{\circ}11'16''$ West, approximately 192 feet to a point of curve;

Thence proceed along the arc of a tangent railroad curve to the left having a radius of 573.00 feet, a central angle of $34^{\circ}38'28''$, a degree of curve of $10^{\circ}00'43''$, a tangent length of 178.70 feet, (a true arc length of 346.44 feet) an approximate distance of 346 feet to a point of tangent,

Thence South $49^{\circ}32'48''$ West, approximately 2,737 feet to the intersection with the east property line of the Lands of the Estate of Florian Roussel being THE POINT OF TERMINATION.

The rights expropriated hereunder shall include any right, title or interest to any lands subject to a servitude for a public road or highway adjacent to the above described servitude and right-of-way and over which an extension of the above described Servitude and Right-of-Way would cross.

All as shown on that certain MAP SHOWING PROPOSED ROUTE OF ILLINOIS CENTRAL RAILROAD COMPANY ON A PORTION OF THE PROPERTY OF PETROLEUM FUEL & TERMINAL COMPANY, attached hereto as Exhibit B.

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EXHIBIT "C"
PRIVATE ROAD CROSSING
AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20__ by and between the ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter referred to as "Railroad") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345 and PETROLEUM FUEL & TERMINAL COMPANY, its successors and assigns (hereinafter referred to as "Licensee") whose mailing address is 8235 Forsyth Blvd., Suite 400, St. Louis, MO., 63105-1623.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto Licensee a right or license to maintain and use a private vehicular road approximately 20 feet in width, upon, over and across the property or right-of-way of Railroad (including the track located thereon) as shown on the print attached hereto and made a part hereof,

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

(a) Railroad's Property. "Railroad's Property" shall mean the property shown on the attached print, to the extent owned by Railroad, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad's track, the land on which the track is situated, and any adjacent land of Railroad on either side of the track.

(b) License. "License" shall mean the right granted by Railroad to Licensee to construct, maintain and use a private vehicular road, together with a private pedestrian walkway, under the terms and conditions set forth hereinafter.

(c) License Area. "License Area" shall mean that portion of Railroad's Property over and across which the License is granted. The License Area extends from one edge of the Railroad's Property across the track to the opposite edge of the Railroad's Property and measures a distance of approximately 10 feet in width on either side of the center line of the Roadway, all as more fully shown on the attached print.

(d) Licensee. "Licensee" shall mean Petroleum Fuel & Terminal Company and its successors and the assigns or transferees of its property crossed by Railroad property.

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(e) Roadway. "Roadway" shall mean the roadway approaches on either side of the Crossing Proper within the License Area including that portion between tracks where multiple tracks exist.

(f) Crossing Proper. "Crossing Proper" shall mean that portion of the License Area encompassing an area from end-of-tie to end-of-tie.

(g) Licensee's Property. "Licensee's Property" shall mean the property or estate of Licensee to and from which the License provides ingress and egress for Licensee's benefit and use.

(h) Cost. "Cost" shall mean the actual cost of labor, equipment and materials plus Railroad's then current customary additives for overhead and other indirect costs.

2. USE.

(a) The License shall only affect and burden the License Area and no other portion of Railroad's Property, and the Roadway and Crossing Proper shall be constructed, located, and maintained entirely within the License Area. Licensee shall have no right to use or cross any other portion of Railroad's Property or to use the Roadway and Crossing Proper for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause, and condition without which this License would not have been granted, agrees to restrict its and its employees', agents' and invitees' use to those purposes and then only to said location and no other for crossing the Railroad's Property, including the track.

(b) Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad's operations or facilities.

(c) Licensee shall require and shall take all steps necessary to ensure that any and all persons, including but not limited to, the officers, employees, agents, patrons, invitees, and licensees of licensee using the Roadway and Crossing Proper come to a complete stop, look carefully for approaching trains before fouling or crossing Railroad's tracks, and yield to any approaching train.

(d) The Roadway and Crossing Proper shall be used only by Licensee and its employees, agents, contractors, patrons and invitees and then only for private ingress to and egress from Licensee's Property.

(e) The Roadway and Crossing Proper shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations, or facilities of Railroad or any equipment, installations, or facilities located on Railroad's Property but belonging to third persons unless approved in advance in writing by Railroad and then only

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after suitable precautions have been taken to avoid any such damage.

3. TERM.

(a) This License shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:

(i) Licensee may at any time give Railroad written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least thirty (30) days in advance of the proposed date of termination;

(ii) Railroad shall have the right to seek damages or to seek termination of this Agreement upon written notice to Licensee if Licensee at any time breaches or fails to perform any of the terms and conditions hereof.

(b) Unless the parties mutually agree in writing to leave the Roadway and Crossing Proper in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release Licensee from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION.

(a) The initial construction of a Roadway, including necessary grading, culverts, and drainage of each side of the Railroad tracks shall be performed by Railroad at its own expense. Such Roadway shall be a gravel or stone Roadway. Railroad further agrees to install a second Roadway upon written request of Licensee. This Roadway shall be sufficient to support all activities of Licensee involving its property. The expense of this second Roadway shall be shared equally by Railroad and Licensee.

(b) Railroad shall construct and maintain at its own expense the Crossing Proper which shall be a timber crossing. Railroad further agrees to install a second Crossing Proper upon written request of Licensee. This second Crossing Proper shall be sufficient to support the activities of Licensee involving its property. The expense of this second Crossing Proper shall be shared equally by Railroad and Licensee.

5. NOTIFICATION TO RAILROAD.

At least ten (10) days prior to entering upon the Roadway for the purpose of performing any construction or maintenance work hereunder, Licensee shall notify Railroad's Regional Manager in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

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REGIONAL MANAGER
Illinois Central Railroad Company
800 Woodlands, Suite 105
Ridgeland, MS 39157

6. SIGHTING AT CROSSING.

Licensee shall keep each quadrant of the intersection of the Roadway with railroad's track free of bushes, trees, weeds, vegetation, and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

7. RAISING WIRE LINES.

If it should be necessary to raise any wires on Railroad's property not belonging to Railroad to provide safe clearance for vehicles, Licensee shall make all arrangements therefor at its own sole risk and expense.

8. MAINTENANCE.

Licensee shall, at its own risk and expense, maintain the Roadway in good and safe condition commensurate with its intended use. The Railroad shall, at its own risk and expense, maintain the Crossing Proper.

9. CROSSING TO BE KEPT FREE OF DEBRIS.

Licensee shall, at all times during the term of this Agreement, keep the Railroad's track free of dirt, rocks or other debris or obstructions of any kind, and will not permit any condition which might interfere with the safe and efficient operation of trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad or others, or which might constitute a safety hazard of any kind. If at any time Licensee shall fail to do so, Railroad may, at its option, remove any dirt, rocks, debris or obstructions, and Licensee will pay Railroad the cost thereof promptly upon receipt of the bill therefor. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the opinion of Railroad, create an operating hazard, Railroad may keep a flagman on duty at Licensee's expense until such condition is corrected in a manner reasonably satisfactory to Railroad, or at its option may seek to terminate this Agreement.

10. UNAUTHORIZED USE.

It shall be Licensee's responsibility and duty to prevent all persons other than those specified in Paragraph 2(d) from using the License Area and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

BR-492509.1

ENTRY 19

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11. SIGNS, SIGNALS AND WARNING DEVICES.

Licensee acknowledges that Railroad has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Roadway and Crossing Proper or other use or exercise of the right or license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the License Area is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of the Railroad for such devices as to design, material and workmanship and all costs incurred by the Railroad related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

12. REMOVAL OF ROADWAY AND CROSSING PROPER.

Prior to termination of this Agreement, Licensee shall remove its Roadway from Railroad's Property (except for the Crossing Proper located between the ends of ties) and restore the Railroad's Property, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad's duly authorized representative be practical, all at Licensee's sole risk and expense. If Licensee fails to so remove and restore, Railroad shall have the right, but not the obligation, to do so at Licensee's sole risk and expense. Upon termination, Railroad shall have the right, but not the duty, to remove the Roadway and Crossing Proper and to restore the Railroad's Property, all at Licensee's sole risk and expense. Licensee shall pay the cost of any work performed by Railroad upon presentation of a bill. Railroad shall have the right to require Licensee to deposit the estimated cost of any or all removal or restoration work involving the Roadway and/or Crossing Proper or to furnish an acceptable performance bond in such amount upon execution of this Agreement or at any time thereafter to assure complete performance under this Section.

13. TAXES.

The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Railroad because of the construction, existence, operation or use of said Roadway and Crossing Proper, or the business conducted in connection with said facility, and shall reimburse the Railroad for any such taxes, license fees or other charges which may be paid by the Railroad upon the presentation of bills therefor.

BR-491509.1

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ENTRY

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14. NON-CONVERSION TO PUBLIC USE.

Licensee agrees to take no action of any kind whatsoever or to allow any third person to take any action which would result in the conversion of this License Area from a private road crossing to a public road crossing over Railroad's Property. In the event of a breach of this condition by the Licensee, the Licensee shall be liable for all damages incurred by the Railroad as a result of such breach.

15. EACH PARTY TO BE RESPONSIBLE FOR OWN ACTS, OMISSIONS AND NEGLIGENCE

Parties hereto agree that as between the parties, Licensee shall be responsible for all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred by it) for any death of or injury of any and all persons, including but not limited to, the officers, employees, agents, patrons, invitees, and licensees of licensee and for any and all loss damage or injury to any property whatsoever arising out of Licensee's acts, negligence or strict liability with respect to any claims, demands or suits arising out of or related to the existence or use of the crossing.

As between the parties, Railroad shall be responsible for all risks, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred by it) for death of or injury of any and all persons, including but not limited to the officer, employees, agents, patrons, invitees and licensees of Railroad and for any and all loss, damage or injury to any property whatsoever arising out of Railroad's acts, omissions or negligence or strict liability with respect to any claims, demands or suits arising out of or related to the existence or use of the crossing.

Neither party is obligated to the other for such liability nor do the parties hereby agree to indemnify or defend each other with respect to any such claims. Each party shall bear its own cost with respect to any such claims, demands, actions or causes of actions.

BR-491509.1

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ENTRY 19

CG

16. BILLS.

All bills submitted by the Railroad to Licensee pursuant to the terms of this Agreement shall be paid by Licensee within fifteen (15) days of receipt thereof.

17. ENFORCEABILITY.

In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____
Vice President-Maintenance

PETROLEUM FUEL & TERMINAL COMPANY

By: JP
Title: JOHN W. HANK, JR.
VICE PRESIDENT

BR-991509.1
Inscr# 30115
Filed JEFFERSON P-10-01
Date: 10/10/03 12:00:00 AM
Conv Book _____ Entry _____
Sig Book _____ Entry _____

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Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #17

Dec 16 03 11:03a

P. 1

E17

STATE OF LOUISIANA
PARISH OF IBERVILLE
TOWN OF ST. GABRIEL

ENTRY 125

CONVEYANCE
BOOK ENTRY

1558 128

RIGHT-OF-WAY INSTRUMENT
CITY OF ST. GABRIEL, LOUISIANA

KNOW ALL MEN BY THESE PRESENTS THAT PETROLEUM FUEL & TERMINAL COMPANY c/o APEX OIL Grantor(s), acting individually, and for, and on behalf of my heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", does hereby grant, assign, convey unto and warrant and defend City of St. Gabriel, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 25' (Twenty-five) foot - A 15' permanent servitude and a 10' construction servitude and a 25' x 25' servitude easement for the construction for a pump station, for the location, construction, reconstruction, improvement, repair, operation, inspection, patrol, replacement and maintenance of a sewer pump station facilities, or the removal thereof, now or in the future, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of grantor in the Parish of Iberville, State of Louisiana described as follows, to-wit:

A certain piece or portion of ground, situated in the State of Louisiana in SECTION 63, TOWNSHIP NINE SOUTH RANGE ONE EAST, and designated as Tract T9SK16, being Tract 1 Gueyvard Plantation,

Survey M1816 (235.3322 acres)

the location of the right of way and servitude herein granted is more clearly shown, indicated or delineated in red on a sketch, a copy of which is attached hereto and made a part hereof, together with the right on ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Unless otherwise hereon specifically provided, the center line of the electric power lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right-of-way which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard in the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearance from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 10th day of February, 2004.

WITNESSES:

[Signature]
[Signature]

GRANTOR: Petroleum Fuel & Terminal Company

By [Signature]
JOHN L. HANK, JR.
Vice President

ACKNOWLEDGMENTS

Missouri,
STATE OF LOUISIANA
PARISH OF IBERVILLE
COUNTRY OF ST. LOUIS

BEFORE ME, the undersigned notary, personally came and appeared John L. Hank, Jr. who being first sworn, did depose and say that he signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

[Signature]
Apposer

Sworn to and subscribed before me this 10th day of February, 2004

Mary B. Hockle
Notary Public



MARY B. HOCKLE
St. Louis County
My Commission Expires
December 30, 2006

Instr# 32356
FILED IBERVILLE PARISH
Date: 03/02/04 Time: 10:04 AM
Copy Book Entry
Htg Book Entry

#128
558
3-2-04

283

Book: 558, Page: 128

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #18

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Petroleum Fuel & Terminal Company, herein called "GRANTOR", for and in consideration of ONE HUNDRED AND NO/ 100 DOLLARS (\$100.00), cash in hand paid, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Pipeline Technology VI, L.L.C., a limited liability company organized under the laws of the State of Louisiana, hereinafter called "GRANTEE", a Right-of-Way or servitude to construct, lay, maintain, operate, repair, remove, and replace a single (not to exceed 8.625 inches, outside diameter) continuous pipeline, and such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, for the transportation of any hydrocarbon substance or material which can be transported by pipeline along the Right-of-Way hereinafter described under, upon, over and through the following described property owned by GRANTOR situated in the Parish of Iberville, State of Louisiana, to wit:

That certain tract or parcel of land containing 577.7688 acres, more or less, located in Sections 37, 38, 39, 66, 68, 102, 104, 106, 108, 109, 110, 111, 112, 113, 114, 115 and/or 119, Township 9 South, Range 1 East (Secs. 37, 38, 39, 66, 68, 102, 104, 106, 108, 109, 110, 111, 112, 113, 114, 115 and/or 119, T9S, R1E), Iberville Parish, Louisiana, and being comprised of the following tracts, to-wit:

a) A portion of that certain tract of land known as "Virginia Plantation", containing 336.4064 acres, more or less, situated in Sections 37, 38, 39, 108, 110, 111, 113, 114, 115 and 119, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Virginia Plantation No. 1) containing 304.1613 acres, more or less, and Tract 2 (Batture) containing 32.2451 acres, more or less, being more fully shown and identified on a plat of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, records of Iberville Parish, Louisiana.

b) A portion of that certain tract of land known as "Gueymard Upper Place Plantation" and/or "Hard Times Plantation", containing 241.3624 acres, more or less, situated in Sections 66, 68, 102, 104, 106, 109, 111 and 112, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Gueymard Plantation) containing 233.0254 acres, more or less; Tract 2 containing 2.9355 acres, more or less; and Tract 3 (Batture) containing 5.4015 acres, more or less, being more fully shown and identified on a plat

of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, records of Iberville Parish, Louisiana.

Said tract being more particularly shown on the plat attached hereto and made a part hereof as Exhibit "A".

The servitude herein granted shall extend to and include the right of ingress and egress by GRANTEE, its agents and employees, for the construction, maintenance, operation, repair and removal of said facilities and for no other purpose, which shall include the right of ingress and egress in, on, over, across, and through the land, including the use of any roads located on the property now or in the future.

The aforesaid Right-of-Way across the property above described shall have a temporary Right-of-Way being sixty-five (65) feet wide, fifty-five (55) feet on one side (working side) of, and ten (10) feet on the other side (trench spoils side) of, the permanent Right-of Way, the selection of which side shall be fifty-five (55) feet wide and which side shall be ten (10) feet wide shall be made by GRANTEE for construction purposes, but after said pipeline has been constructed, the Right-of-Way shall revert to ten (10) feet on each side of the centerline of the pipeline Right-of-Way, for permanent use (but the servitude may be expanded thereafter to fifty (50) feet in the future from time to time if the GRANTEE replaces and/or repairs the pipeline); and all rights of ingress and egress to and from said pipeline shall be exercised along and within such route or routes as GRANTOR may from time to time prescribe or within said Right-of-Way. GRANTEE shall give GRANTOR notice prior to entry on said lands. There shall also be an additional work space as shown on the attached drawings being that required for backstring and boring operations of the Mississippi River crossing.

GRANTEE shall not block plant access roads at any time without the prior consent of GRANTOR.

Upon completion of the construction and laying of said pipeline, GRANTEE will provide and set visible signs or markers where the pipeline enters and leaves the land of GRANTOR, at all road crossings, and also at any point where there is a material change in the direction followed by the pipeline.

GRANTEE hereby agrees to pay for all damages to crops, trees, fences, livestock and pasturage which may result from GRANTEE's operations hereunder. GRANTEE specifically agrees to rebuild and replace any fences destroyed during the construction or operation of the foregoing pipeline with at least equal quality material and workmanship.

Roads shall be restored to a condition as good as or better than prior to their use and damage where applicable by GRANTEE. During construction of said pipeline, GRANTEE shall keep all

roads and trails open for such traffic as GRANTOR deems necessary where affected by the pipeline.

The pipeline constructed by GRANTEE shall be buried to such a depth that there shall be a minimum of 36 inches of earth cover between the surface of the land and the top of the pipe. In the absence of specific permission to cross otherwise, drainage ditch and canal crossings shall be made by boring or trenching and to a depth of at least 4 feet beneath the bottom of the course at the time of installation.

Upon completion of the construction of the pipeline, all debris of the construction, including (but not limited to) tree toppings, trimmings, and underbrush, shall be removed from the Right-of-Way by burning, burying or otherwise and shall not be placed on adjoining lands of GRANTOR. The land shall then be leveled and restored as nearly as possible to its former condition. Fill materials suitable to the environment shall cover the pipeline and excavation to adjacent land level, and shall be maintained at that level by GRANTEE.

GRANTEE shall comply with all applicable permitting requirements of local, state and federal agencies and authorities related to the construction, operation, maintenance, removal and replacement of the subject pipeline, and shall procure and maintain all required permits for the duration of this agreement, all at GRANTEE's sole expense, and shall in every other respect conduct its operations hereunder in accordance with all local, state and federal laws.

The covenants and obligations of this Right-of-Way shall run with the land and the rights and servitude herein granted may be transferred or assigned, together or separately and in whole or in part.

This grant is made without warranty of title or possession either expressed or implied even for the return of the purchase price; and is expressly subject to and subordinate to all prior leases, encumbrances and rights of third persons that are of record. GRANTEE agrees to indemnify, defend, exonerate and hold GRANTOR harmless from any and all losses, expenses, damages, causes of action and claims due to injuries to or death of persons or damage to property of GRANTOR or third parties arising out of, incident to, or in any manner connected with GRANTEE's operations hereunder, except to the extent caused or contributed thereto by the negligent acts or omissions of GRANTOR, its employees or invitees.

GRANTEE warrants, guarantees and insures that it shall have and maintain general liability and pollution Insurance with coverage limits not less than Fifteen Million Dollars (\$15,000,000).

GRANTOR expressly reserves the right: (1) to make every use of said strip of land for GRANTOR's own purposes, including, but without limitation, mining and extraction of minerals, salt, oil, gas, petroleum and other hydrocarbon substances, and other substances in any physical form; construction or erection of buildings, equipment, conveyors, railroads, roads, and any other installation or facility however designated (except that GRANTOR shall not construct or erect any buildings or other constructions or anything else on, over or under the servitude property, except with the prior written consent of the GRANTEE, which consent will not be unreasonably withheld); and change in, modification of or improvement to any existing installation or facility in, on, under or over said strip of land; and (2) to lease or grant other easements, Rights-of-Way or licenses covering or affecting all or any part of said strip of land provided only, however, that

any such use by GRANTOR of the type described in this paragraph or any such lease, easement, Right-of-Way or license shall not interfere with the permitted use by GRANTEE in the reasonable judgment of GRANTEE.

In the event GRANTEE's facilities or other property or any part thereof, shall at any time need to be relocated as a result of (a) the request of GRANTOR or (b) any change in federal, state or local law, ordinance or regulation, GRANTEE shall, within six (6) months after receipt of written notice from GRANTOR to do so along with the grant of a Right-of-Way over the new location, remove said facilities and other property, or such part thereof, and relocate same, in accordance with direction of GRANTOR upon such strip of land of the same or greater width as the servitude granted herein, and as suitable to GRANTEE's use as the location designated in this Agreement, the cost of which relocation shall be borne as follows: (1) if the relocation is requested by GRANTOR then fifty percent (50%) of the cost of relocation shall be borne by GRANTOR and fifty percent (50%) shall be borne by GRANTEE; and (2) if the relocation is requested by GRANTOR because of a change in federal, state or local law, ordinance or regulation, then the cost shall be borne solely by GRANTEE. GRANTEE's rights, privilege and authority at each such new location, and the termination and extinguishment thereof, shall be governed by the terms hereof.

TO HAVE AND TO HOLD said Right-of-Way or servitude unto said GRANTEE, until such pipeline be constructed and then for so long thereafter as a pipeline is maintained thereon subject, however, to termination, extinguishment and reversion in the event that GRANTEE or its assignee fails to materially comply with any of the terms contained herein but only if GRANTEE or its assignee fails to cure any such defaults within thirty (30) days after receiving written notice of said alleged defaults from GRANTOR..

In the event of any termination of the rights herein granted, GRANTEE shall have six months time after such termination in which to either (a) remove all improvements or property of whatever nature placed on the premises by GRANTEE, or (b) leave the pipeline in the ground but empty the pipeline.. If GRANTEE fails to do either within the six (6) month time period described above, GRANTOR may at its election, utilize any or all of such improvements or property for its own purposes or on behalf of others.

Any and all notices given in connection with this Right-of-Way shall be deemed adequately given only if in writing and (i) personally delivered or (ii) sent by a nationally-recognized overnight courier service or (iii) sent by certified United States mail, postage prepaid, return receipt requested, to the party or parties for whom such notices are intended. Any and all notices referred to in this Right-of-Way or which any party desires to give to another shall be addressed as follows:

If to Grantor:
General Counsel
Petroleum Fuel & Terminal Company
8235 Forsyth Blvd. Suite 400
St. Louis, Missouri 63105

If to Grantee:
Pipeline Technology VI, LLC
Attention: General Manager
1048 Florida Blvd
Baton Rouge, LA 70802

GRANTEE shall pay directly to the taxing authorities if billed to GRANTEE, and otherwise shall reimburse GRANTOR for any and all taxes and assessments of whatsoever kind or character which may be levied upon or assessed against GRANTEE's said facilities or other property thereon owned by GRANTEE, and any increase in taxes levied upon or assessed against GRANTOR on account of GRANTEE's exercise of any of the rights granted hereby. GRANTOR shall submit to GRANTEE a copy of each tax bill applicable to the foregoing received by GRANTOR, if any, and GRANTEE shall reimburse GRANTOR upon demand for the amount due from GRANTEE hereunder. Notwithstanding the foregoing, GRANTOR shall, at its sole cost and expense, pay all ad valorem taxes assessed against the land subject to the servitude granted under this Agreement.

IN WITNESS WHEREOF, this instrument is executed on this 25th day of June, 2007, in the presence of the undersigned competent witnesses:

WITNESSES:

[Signature]
[Signature]

PETROLEUM FUEL & TERMINAL COMPANY

By: [Signature]

Name: Ken Feltz

Title: President

WITNESSES:

[Signature]
[Signature]

PIPELINE TECHNOLOGY VI, LLC

By: [Signature]

Name: Mark Fritchie

Title: Authorized Member

State of Missouri)

County of St. Louis)

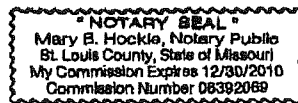
On this 25th day of June, 2007, before me appeared Ken Fenton to me personally known, who, being by me duly sworn (or affirmed) did say that he is the authorized representative of Petroleum Fuel & Terminal Company, and the instrument was signed on behalf of the corporation with authority and that he/she acknowledged the instrument to be the free act and deed of the corporation.

Notary Public

Mary B. Hockle

My Commission Expires:

12-30-2010



STATE OF LOUISIANA

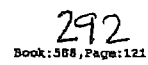
PARISH OF EAST BATON ROUGE

On this 24th day of June, 2007, before me appeared Mark Fritchie, to me personally known, who, being by me duly sworn (or affirmed) did say that he is an Authorized Member of Pipeline Technology VI, L.L.C. and that the instrument was signed and sealed in behalf of the corporation with full authority and that Mark Fritchie acknowledged the instrument to be the free act and deed of the corporation.

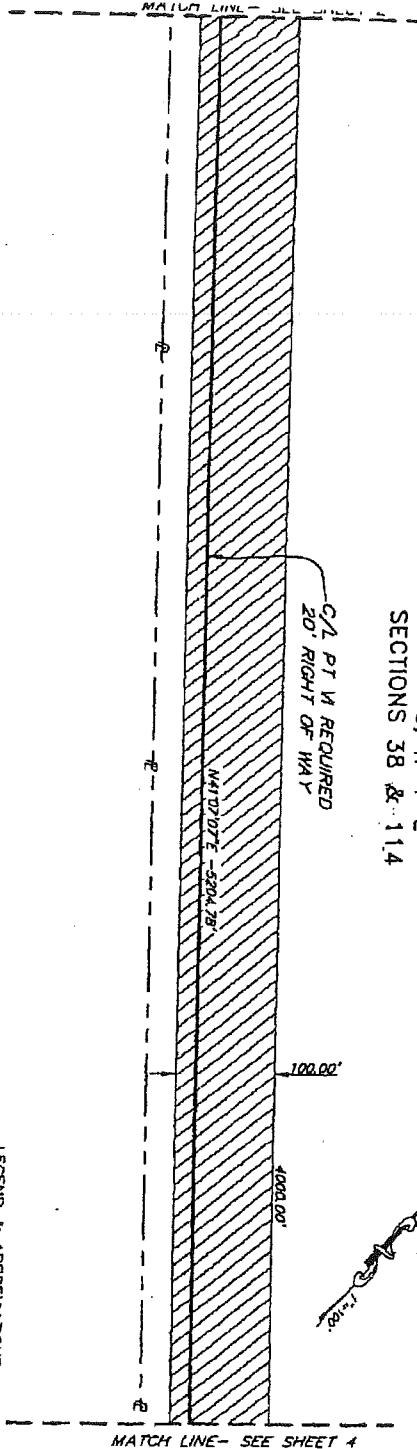
Notary Public

Stephanie W. Sansone #039710

My Commission Expires: at death



REQUIRED RIGHT OF WAY
PETROLEUM FUEL & TERMINAL COMPANY
IBERVILLE PARISH, LOUISIANA
T-9-S, R-1-E
SECTIONS 38 & 114

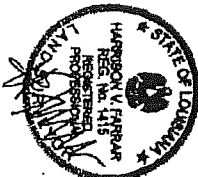


REFERENCE MAPS:
1) Map showing Survey of The Virginia Plantation No. 1
2) The Overland Generation Plantation located in 195-R1E,
Sect. 37 & 38, T-9-S, R-1-E, Iberville Parish, Louisiana
112, 113 & 114, South of Land District, Iberville Parish,
Louisiana for PETROLEUM FUEL & TERMINAL COMPANY.

LEGEND & ABBREVIATIONS:

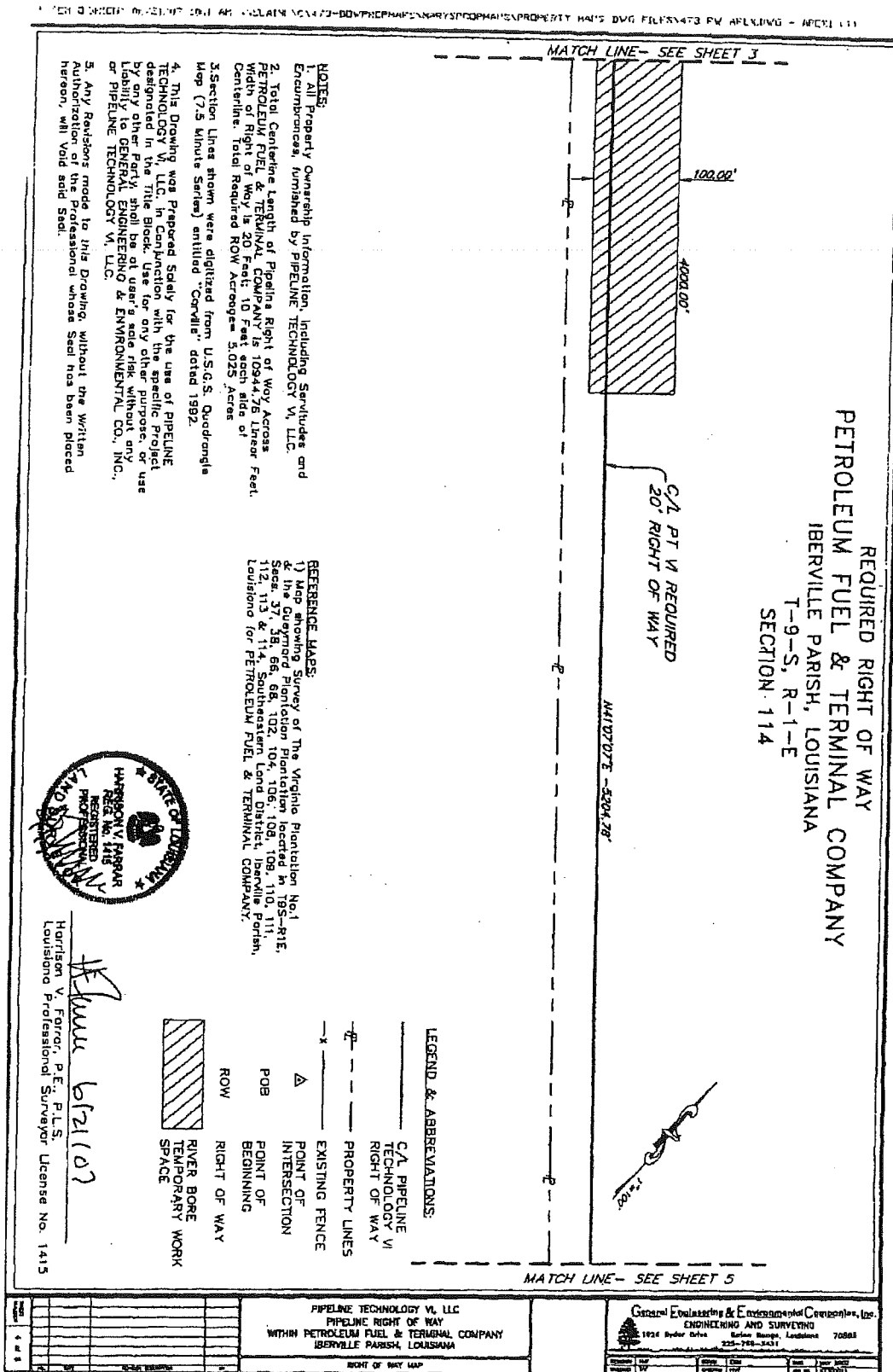
- C/L PIPELINE TECHNOLOGY V
- RIGHT OF WAY
- PROPERTY LINES
- EXISTING FENCE
- △ POINT OF INTERSECTION
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- RIGHT OF WAY
- TEMPORARY WORK SPACE

- NOTES:
1. All Property Ownership Information, including Servitudes and Easements, furnished by PIPELINE TECHNOLOGY V, LLC.
 2. Total Centerline Length of Pipeline Right of Way Across PETROLEUM FUEL & TERMINAL COMPANY is 10944.76 Linear Feet. Width of Right of Way is 20 Feet. Total Area of Right of Way is 218,895.12 Acres. Total Required ROW Area is 5023 Acres.
 3. Section Lines shown were digitized from U.S.G.S. Quadrangle Map (7.5 Minute Series) entitled "Conville" dated 1992.
 4. This Drawing was Prepared Solely for the use of PIPELINE TECHNOLOGY V, LLC, in Connection with the specific Project designated in the Title Block. Use for any other purpose, or use by any other Party, shall be at user's sole risk without any Liability to GENERAL ENGINEERING & ENVIRONMENTAL CO., INC. or PIPELINE TECHNOLOGY V, LLC.
 5. Any Revelations made to this Drawing, without the written Authorization of the Professional whose Seal has been placed hereon, will Void said Seal.



Harrison V. Ferrar, P.E., P.L.S.
Louisiana Professional Surveyor License No. 1415

PIPELINE TECHNOLOGY V, LLC PIPELINE RIGHT OF WAY WITHIN PETROLEUM FUEL & TERMINAL COMPANY IBERVILLE PARISH, LOUISIANA		General Engineering & Environmental Consultants, Inc. ENGINEERING AND SURVEYING 1124 S. State Street, Suite 100, Iberville Parish, Louisiana 70301 225-768-3431	
DATE: 11/17/07	BY: [Signature]	DATE: 11/17/07	BY: [Signature]



SECTION 1113 & 1114 OF THE 1994-1995 SURVEY MAPS OF THE PETROLEUM FUEL & TERMINAL COMPANY, IBERVILLE PARISH, LOUISIANA

- NOTES:**
1. All Property Ownership Information, including Servitudes and Encumbrances, furnished by PIPELINE TECHNOLOGY V, LLC.
 2. Total Centerline Length of Pipeline Right of Way Across PETROLEUM FUEL & TERMINAL COMPANY is 10944.70 Linear Feet. Width of Right of Way is 20 Feet. Total Area is 218,894.00 Acres. Total Required ROW Area is 5023 Acres.
 3. Section Lines shown were digitized from U.S.G.S. Quadrangle Map (7.5 Minute Series) entitled "Carrville" dated 1992.
 4. This Drawing was Prepared Specially for the use of PIPELINE TECHNOLOGY V, LLC, in conjunction with the specific Project designated in the Title Block. Use for any other purpose, or use by any other Person, shall be at user's sole risk without any Liability to GENERAL ENGINEERING & ENVIRONMENTAL CO., INC., or PIPELINE TECHNOLOGY V, LLC.
 5. Any Revisions made to this Drawing, without the Written Authorization of the Professional whose Seal has been placed hereon, will Void said Seal.

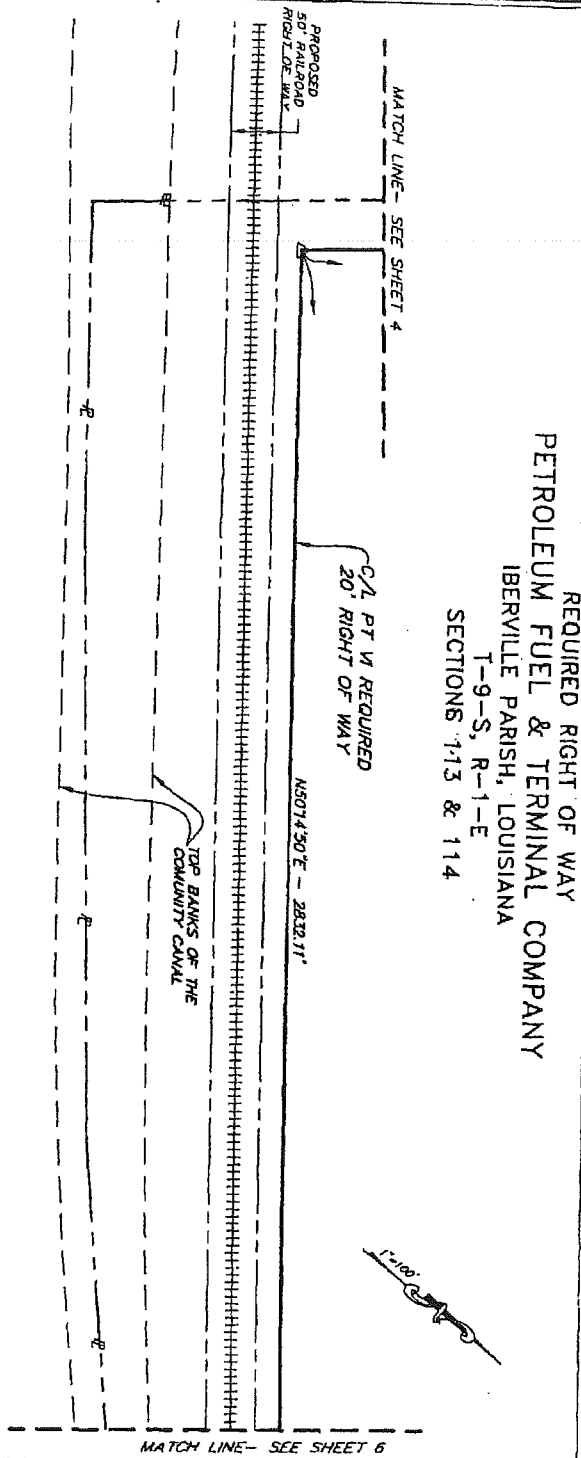
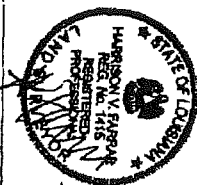
REFERENCE MAPS:

1. Map showing Survey of The Virginia Plantation No. 1
2. Map showing Survey of The Virginia Plantation located in T9S-R1E, Sacs. 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

LEGEND & ABBREVIATIONS:

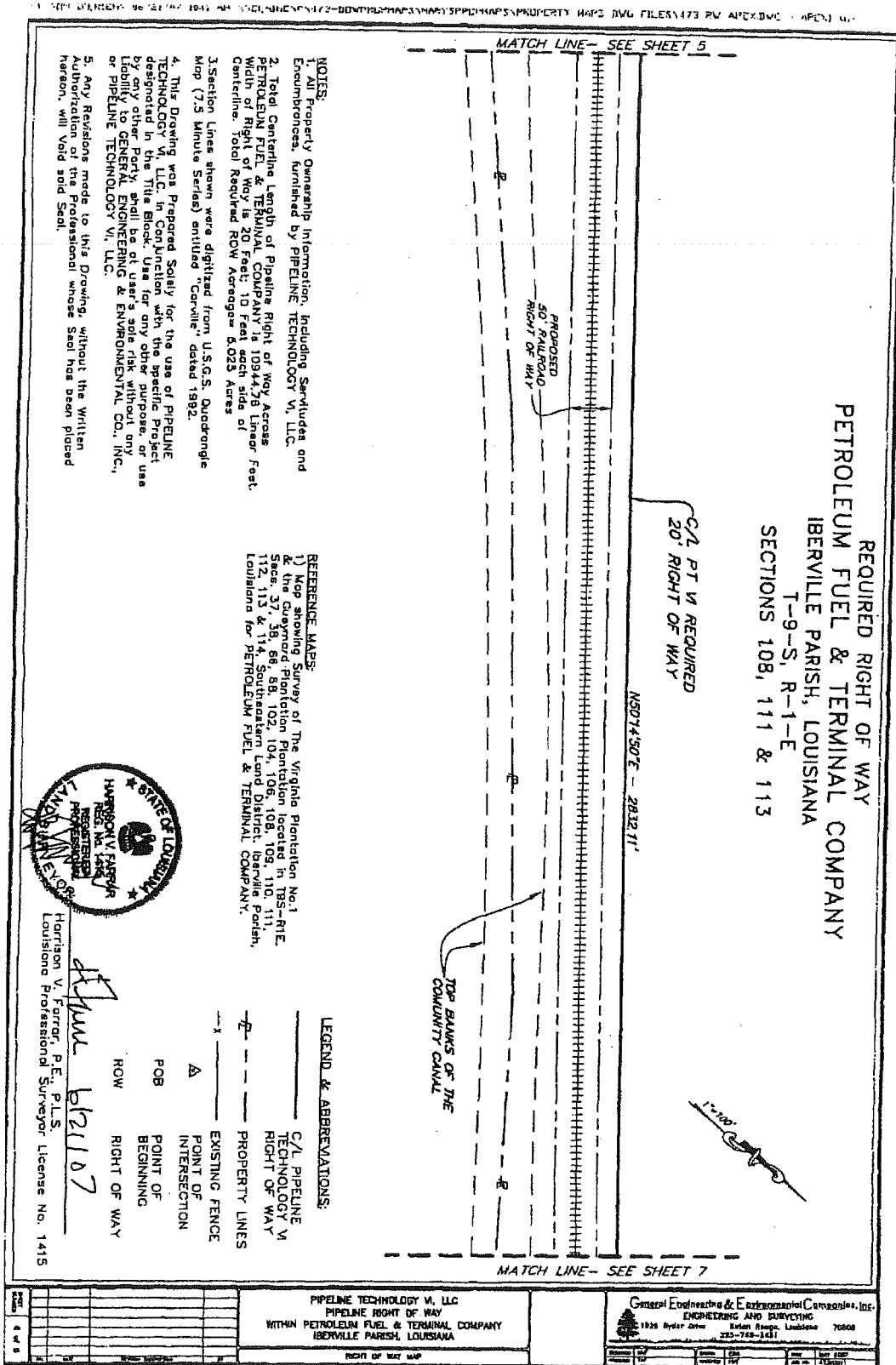
- C/L PIPELINE TECHNOLOGY V RIGHT OF WAY
- PROPERTY LINES
- EXISTING FENCE
- △ POINT OF INTERSECTION
- △ POINT OF BEGINNING
- △ ROW RIGHT OF WAY

Harrison V. Forrar, P.E., P.L.S.
Louisiana Professional Surveyor License No. 1415



REQUIRED RIGHT OF WAY
PETROLEUM FUEL & TERMINAL COMPANY
IBERVILLE PARISH, LOUISIANA
T-9-S, R-1-E
SECTIONS 1113 & 1114

PIPELINE TECHNOLOGY V, LLC PIPELINE RIGHT OF WAY WITHIN PETROLEUM FUEL & TERMINAL COMPANY IBERVILLE PARISH, LOUISIANA		General Engineering & Environmental Consultants, Inc. ENGINEERING AND SURVEYING 1924 Maple Drive Baton Rouge, Louisiana 70802 225-769-2431	
DATE OF THIS MAP		DATE OF THIS MAP	
DRAWN BY		CHECKED BY	
DATE		DATE	



1. THIS DRAWING IS A PART OF A SET OF PLANS FOR THE PROPOSED PIPELINE RIGHT OF WAY, AND IS NOT TO BE USED SEPARATELY FROM THE OTHER PLANS IN THE SET.

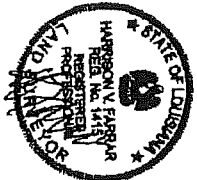
- NOTES:**
1. All Property Ownership Information, including Servitudes and Encumbrances, furnished by PIPELINE TECHNOLOGY V, LLC.
 2. Total Centerline Length of Pipeline Right of Way Across PETROLEUM FUEL & TERMINAL COMPANY is 10944.76 Linear Feet. Width of Right of Way is 20 Feet. 10 Feet 10 Feet. Total Centerline, Total Required ROW Area is 5,023 Acres.
 3. Section Lines shown were digitized from U.S.G.S. Quadrangle Map (7.5 Minute Series) entitled "Corvella" dated 1992.
 4. This Drawing was Prepared Solely for the use of PIPELINE TECHNOLOGY V, LLC, in conjunction with the specific Project designated in the Title Block. Use for any other purpose, or use by any other Party, shall be at user's sole risk without any Liability to GENERAL ENGINEERING & ENVIRONMENTAL CO., INC., or PIPELINE TECHNOLOGY V, LLC.
 5. Any Revisions made to this Drawing, without the Written Authorization of the Professional whose Seal has been placed hereon, will Void said Seal.

REFERENCE MAPS:

- 1) Map showing Survey of The Virginia Plantation No. 1 & the Quercus Plantation No. 2 located in 1893-1916, Secs. 37, 38, 66, 69, 102, 104, 106, 108, 110, 111, 112, 113 & 114, Southeastern Land District, Iberville Parish, Louisiana for PETROLEUM FUEL & TERMINAL COMPANY.

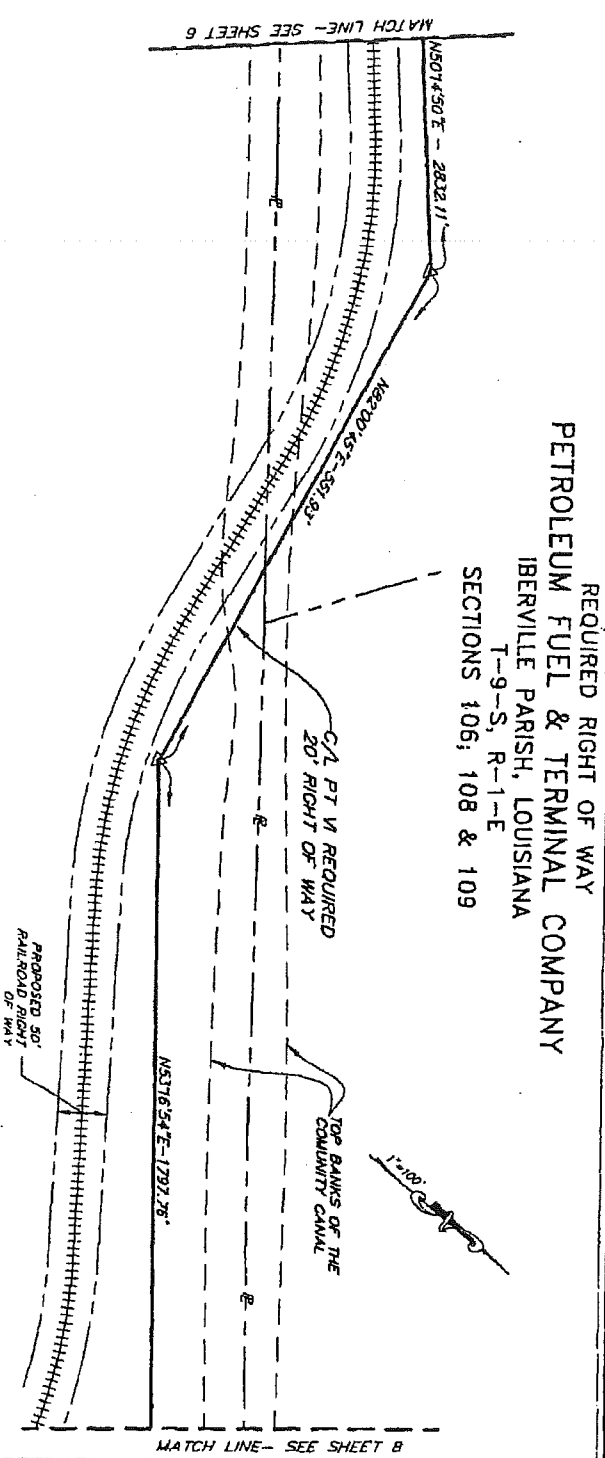
LEGEND & ABBREVIATIONS:

- C/L PIPELINE TECHNOLOGY V RIGHT OF WAY
- PROPERTY LINES
- EXISTING FENCE
- Δ POINT OF INTERSECTION
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY



Harrison V. Ferrar, P.E., P.L.S.
Louisiana Professional Surveyor License No. 1415

PIPELINE TECHNOLOGY V, LLC PIPELINE RIGHT OF WAY WITHIN PETROLEUM FUEL & TERMINAL COMPANY IBERVILLE PARISH, LOUISIANA		General Engineering & Environmental Corporation, Inc. ENGINEERING AND SURVEYING 1928 Highway 104, Suite 100, Iberville Parish, Louisiana 70006 225-799-3431	
DATE	7-2-8	BY	7-2-8
CHECKED BY		DATE	
APPROVED BY		DATE	



REQUIRED RIGHT OF WAY
PETROLEUM FUEL & TERMINAL COMPANY
IBERVILLE PARISH, LOUISIANA
T-9-S, R-1-E
SECTIONS 106, 108 & 109

E18

Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR
CLERK OF COURT
P.O. BOX 423
Plaquemine, LA 70765
(225) 687-5160

First VENDOR

PETROLEUM FUEL & TERMINAL COMPANY

First VENDEE

PIPELINE TECHNOLOGY VI LLC

Index Type : Conveyance

File # : 3019

Type of Document : Right Of Way

Book : 588

Entry : 121

Recording Pages : 15

Recorded Information

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

On (Recorded Date) : 06/29/2007

At (Recorded Time) : 10:39:03AM



Doc ID - 001005840015

[Signature]
Deputy Clerk



Do not Detach this Recording Page from Original Document

File 3019

588 E121

6.29.07

284
Book: 588, Page: 121

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #19

Tract No. PET-023.00

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that **PETROLEUM FUEL & TERMINAL COMPANY**, represented herein called "GRANTOR", for and in consideration of ONE HUNDRED AND NO/ 100 DOLLARS (\$100.00), cash in hand paid, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto **PL OLEFINS, LLC**, a limited liability company organized under the laws of the State of Delaware, authorized and doing business in the State of Louisiana, hereinafter called "GRANTEE", right-of-way or servitude to construct, lay, maintain, operate, repair, remove, and replace two (2) continuous pipelines (not to exceed 12.75 inches, outside diameter), and such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, for the transportation of Brine along the right-of-way hereinafter described under, upon, over and through the following described property owned by GRANTOR situated in the Parish of Iberville, State of Louisiana, to wit:

That certain tract or parcel of land containing 577.7688 acres, more or less, located in Sections 102, 103, 104, 106, 108, 109, 110, 111, 113, 114, 115 and/or 119, Township 9 South, Range 1 East, Iberville Parish, Louisiana, and being comprised of the following tracts, to-wit:

- a) A portion of that certain tract of land known as "Virginia Plantation", containing 336.4064 acres, more or less, situated in Sections 37, 38, 39, 108, 110, 111, 113, 114, 115, and 119, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Virginia Plantation No. 1) containing 304.1613 acres, more or less, and Tract 2 (Batture) containing 32.2451 acres, more or less, being more fully shown and identified on a plat of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, in the records of Iberville Parish, Louisiana.
- b) A portion of that certain tract of land known as "Gueymard Upper Place Plantation" and/or "Hard Times Plantation", containing 241.3624 acres, more or less, situated in Sections 66, 68, 102, 104, 106, 109, 111 and 112, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Gueymard Plantation) containing 233.0254 acres, more or less; Tract 2 containing 2.9355 acres, more or less; and Tract 3 (Batture) containing 5.4015 acres, more or less, being more fully shown and identified on a plat of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, in the records of Iberville Parish, Louisiana.

The centerline of said right-of-way is described on Exhibit "A" attached hereto, and displayed on the plat attached hereto and made a part hereof as Exhibit "B".

The servitude herein granted shall extend to and include the right of ingress and egress by GRANTEE, its agents and employees, for the construction, maintenance, operation, repair and removal of said facilities and for no other purpose, which shall include the right of ingress and egress in, on, over, across, and through the land, including the use of any roads located on the property now or in the future.

The aforesaid right-of-way across the property above described shall have a temporary right-of-way being seventy-five feet (75') wide, sixty-five feet (65') on one side (working side) of, and ten feet (10') on the other side (trench spoils side) of, the centerline of the permanent right-of-way as displayed on Exhibit "B", the selection of which side shall be sixty-five feet (65') wide

and which side shall be ten feet (10') wide shall be made by GRANTEE for construction purposes, but after said pipeline has been constructed, the right-of-way shall revert to ten feet (10') on each side of the centerline of the pipeline right-of-way, for permanent use (but the servitude may be expanded thereafter to fifty feet (50') in the future from time to time if the GRANTEE replaces and/or repairs the pipeline); and all rights of ingress and egress to and from said pipeline shall be exercised along and within such route or routes as GRANTOR may from time to time prescribe or within said right-of-way. GRANTEE shall give GRANTOR notice prior to entry on said lands, excepting, however, emergency situations in which providing such notice could foreseeably compromise safety. There shall also be an additional work space as shown on the attached Exhibit "B", being that required for backstring and boring operations associated with road, ditch or canal crossings.

GRANTEE shall not block plant access roads at any time without the prior consent of GRANTOR.

Upon completion of the construction and laying of said pipeline, GRANTEE will provide and set visible signs or markers where the pipeline enters and leaves the land of GRANTOR, at all road crossings, and also at any point where there is a material change in the direction followed by the pipe.

GRANTEE hereby agrees to pay for all damages to crops, trees, fences, livestock and pasturage which may result from GRANTEE's operations hereunder. GRANTEE specifically agrees to rebuild and replace any fences destroyed during the construction or operation of the foregoing pipeline with at least equal quality material and workmanship.

Roads shall be restored to a condition as good as or better than prior to their use and damage repaired where applicable by GRANTEE. During construction of said pipeline, GRANTEE shall keep all roads and trails open for such traffic as GRANTOR deems necessary where affected by the pipeline.

The pipeline constructed by GRANTEE shall be buried to such a depth that there shall be a minimum of thirty-six inches (36") of earth cover between the surface of the land and the top of the pipe. In the absence of specific permission to cross otherwise, drainage ditch and canal crossings shall be made by boring or trenching and to a depth of at least four feet (4') beneath the bottom of the course at the time of installation.

Upon completion of the construction of the pipeline, all debris of the construction, including (but not limited to) tree toppings, trimmings, and underbrush, shall be removed from the right-of-way by burning, burying or otherwise and shall not be placed on adjoining lands of GRANTOR. The land shall then be leveled and restored as nearly as possible to its former condition. Fill materials suitable to the environment shall cover the pipeline and excavation to adjacent land level, and shall be maintained at that level by GRANTEE.

GRANTEE shall comply with all applicable permitting requirements of local, state and federal agencies and authorities related to the construction, operation, maintenance, removal and replacement of the subject pipeline, and shall procure and maintain all required permits for the duration of this agreement, all at GRANTEE'S sole expense, and shall in every other respect conduct its operations hereunder in accordance with all local, state and federal laws.

The covenants and obligations of this right-of-way shall run with the land and the rights and servitude herein granted may be transferred or assigned, together or separately and in whole or in part.

This grant is made without warranty of title or possession either expressed or implied even for the return of the purchase price, and is expressly subject to and subordinate to all prior leases, encumbrances and rights of third persons that are of record. GRANTEE agrees to indemnify, defend, exonerate and hold GRANTOR harmless from any and all losses, expenses, damages, causes of action and claims due to injuries to or death of persons or damage to property of GRANTOR or third parties arising out of, incident to, or in any manner connected with GRANTEE'S operations hereunder, except to the extent caused or contributed thereto by the negligent acts or omissions of GRANTOR, its employees or invitees.

GRANTEE warrants, guarantees and insures that it shall have and maintain general liability and pollution insurance with coverage limits not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00).

GRANTOR expressly reserves the right: (1) to make every use of said strip of land for GRANTOR'S own purposes, including, but without limitation, mining and extraction of minerals, salt, oil, gas, petroleum and other hydrocarbon substances, and other substances in any physical form, provided however that there shall be no oil, gas or mineral operations conducted upon the permanent right-of-way; construction or erection of buildings, equipment, conveyors, railroads, roads, and any other installation or facility however designated (except that GRANTOR shall not construct or erect any buildings or other constructions or anything else on, over or under the servitude property, except with the prior written consent of the GRANTEE, which consent will not be unreasonably withheld); and change in, modification of or improvement to any existing installation or facility in, on under or over said strip of land; and (2) to lease or grant other easements, rights-of-way or licenses covering or affecting all or any part of said strip of land provided only, however, that any such use by GRANTOR of the type described in this paragraph or any such lease, easement, right-of-way or license with the permitted use by GRANTEE in the reasonable judgment of GRANTEE.

In the event GRANTEE'S facilities or other property or any part thereof, shall at any time need to be relocated as a result of (a) the request of GRANTOR, or (b) any change in federal, state or local law, ordinance or regulation; GRANTEE shall, within six (6) months after receipt of written notice from GRANTOR to do so along with the grant of a right-of-way over the new location, remove said facilities and other property, or such part thereof, and relocate same, in accordance with direction of GRANTOR upon such strip of land of the same or greater width as the servitude granted herein, and as suitable to GRANTEE'S use as the location designated in this agreement, the cost of which relocation shall be borne as follows: (1) if the relocation is requested by GRANTOR then fifty percent (50%) of the cost of relocation shall be borne by the GRANTOR and fifty percent (50%) shall be borne by GRANTEE; and (2) if the relocation is requested by GRANTOR because of a change in federal, state or local law, ordinance or regulation, then the cost shall be borne solely by GRANTEE. GRANTEE'S rights, privilege and authority at each such new location, and the termination and extinguishment thereof, shall be governed by the terms thereof.

TO HAVE AND TO HOLD said right-of-way or servitude unto said GRANTEE, until such pipeline be constructed and then for so long thereafter as a pipeline is maintained thereon subject, however, to termination, extinguishment and reversion in the event that GRANTEE or its assignee fails to materially comply with any of the terms contained herein but only if GRANTEE or its assignee fails to cure any such defaults within thirty (30) days after receiving written notice of said alleged defaults from GRANTOR..

In the event of any termination of the rights herein granted, GRANTEE shall have six (6) months time after such termination in which to either (a) remove all improvements or property of whatever nature placed on the premises by GRANTEE; or (b) leave the pipeline in the ground but empty the pipeline. If GRANTEE fails to do either within the six (6) month time period described above, GRANTOR may at its election, utilize any or all of such improvements or property for its own purposes or on behalf of others.

Any and all notices given in connection with this right-of-way shall be deemed adequately given only if in writing and (i) personally delivered; or (ii) sent by a nationally-recognized overnight courier service; or (iii) sent by certified United States mail, postage prepaid, return receipt requested, to the party or parties for whom such notices are intended. Any and all notices referred to in this right-of-way or which any party desires to give to another shall be addressed as follows:

If to GRANTOR:
Petroleum Fuel & Terminal Company
Attention: General Counsel
8235 Forsyth Boulevard, Suite 400
St. Louis, Missouri 63105

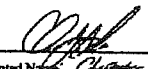
If to GRANTEE:
PL Olefins, LLC
Attention: Kenneth Dupuis
4470 Bluebonnet Road, Suite B
Baton Rouge, Louisiana 70809

GRANTEE shall pay directly to the taxing authorities if billed to GRANTEE, and otherwise shall reimburse GRANTOR for any and all taxes and assessments of whatever kind or character which may be levied upon or assessed against GRANTEE'S said facilities or other property thereon owned by GRANTEE, and any increase in taxes levied upon or assessed against GRANTOR on account of GRANTEE'S exercise of any of the rights granted hereby. GRANTOR shall submit to GRANTEE a copy of each tax bill applicable to the foregoing received by GRANTOR, if any, and GRANTEE shall reimburse GRANTOR upon demand for the amount due from GRANTEE hereunder. Notwithstanding the foregoing, GRANTOR shall, at its sole cost and expense, pay all ad valorem taxes assessed against the land subject to the servitude granted under this agreement.

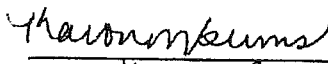
IN WITNESS WHEREOF, this instrument is executed on this 4th day of June, 2009, in the presence of the undersigned competent witnesses:

WITNESSES:

PETROLEUM FUEL & TERMINAL
COMPANY

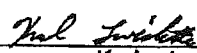

Printed Name: Charles J. Schar

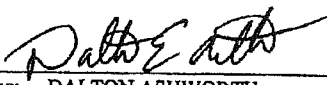
By: 
Name: KEN FENTON
Title: President



Printed Name: Karen M. Burns

WITNESSES:

PL OLEFINS, LLC


Printed Name: Kal Lacleette

By: 
Name: DALTON ASHWORTH
Title: Vice President of Finance


Printed Name: J. Tustin McCann

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 4th day of June, 2009, before me appeared KEN FENTON to me personally known, who, being by me duly sworn did say that he is the President of PETROLEUM FUEL & TERMINAL COMPANY, and this instrument was signed on behalf of the corporation with authority and that he acknowledged this instrument to be the free act and deed of the corporation.



Deborah A. Weedman
(Signature)

Deborah A. Weedman
(Printed Name)
Notary ID No. 09739066
My commission expires: 1/27/2013

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 5 day of June, 2009, before me appeared DALTON ASHWORTH, to me personally known, who, being by me duly sworn did say that he is the Vice-President of Finance for PL OLEFINS, LLC and that the instrument was signed and sealed on behalf of the limited liability company with full authority and that Dalton Ashworth acknowledged the instrument to be the free act and deed of the said limited liability company.

Cleon Guillot
(Signature)

Cleon Guillot-ID# 10386
(Printed Name)
Notary ID No. 010386
My commission expires: AT DEATH

Exhibit "A"

PL Olefins, LLC

**Proposed Pipeline Servitude on Property
of Petroleum Fuel and Terminal Company**

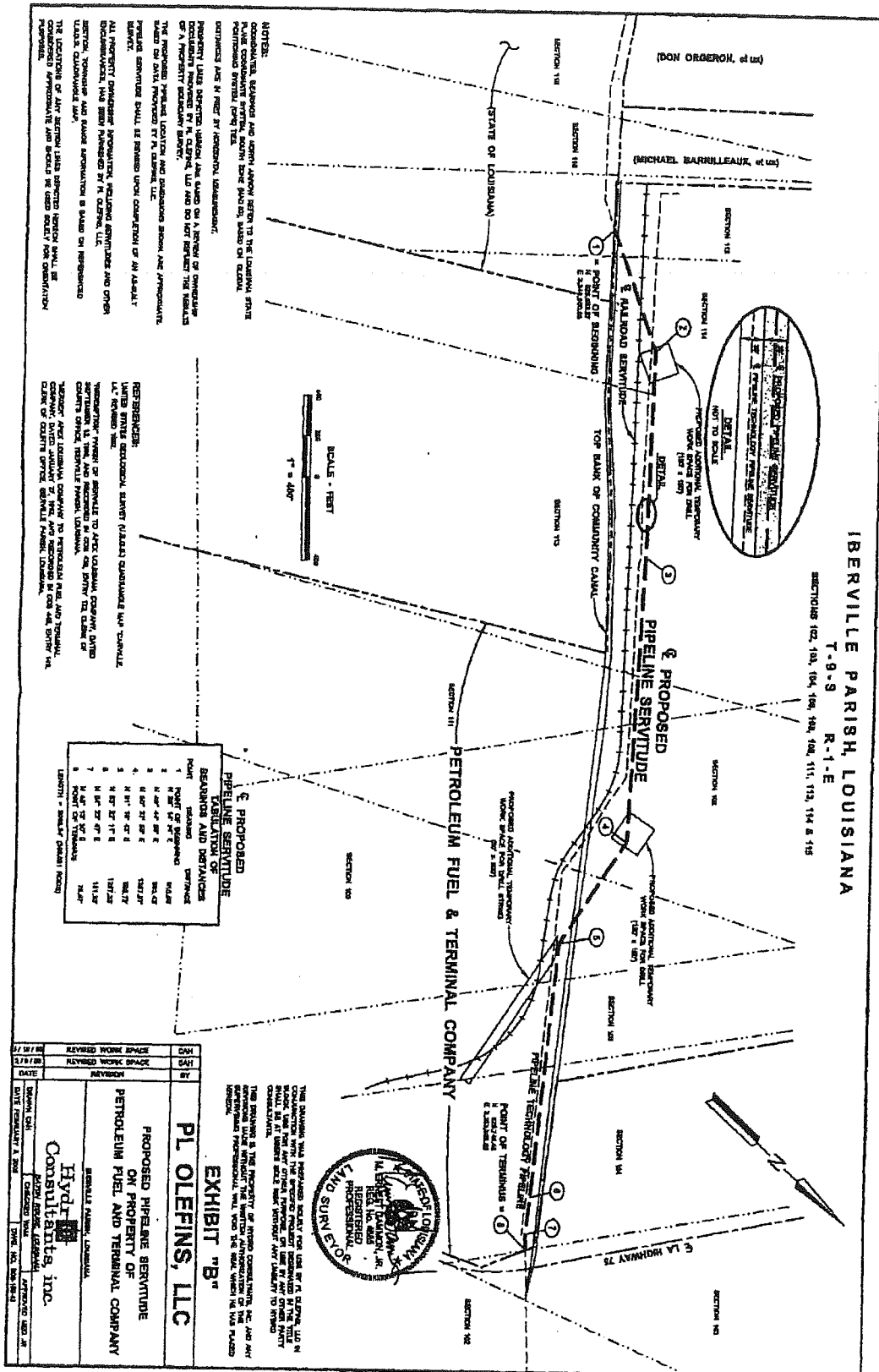
A certain strip of land located in Sections 102, 103, 104, 106, 108, 109, 111, 113, 114 & 115, Township 9 South, Range 1 East, Iberville Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of a southerly boundary of said Petroleum Fuel and Terminal Company property and the centerline of a proposed PL Olefins, LLC Pipeline Servitude located in said Section 115, said intersection having Louisiana State Plane Coordinate System coordinates of North 625,683.97 and East 3,349,950.65; thence proceed on a bearing of North 28° 14' 24" East a distance of 615.69 feet; thence proceed on a bearing of North 49° 44' 58" East a distance of 995.43 feet; thence proceed on a bearing of North 50° 37' 55" East a distance of 1,387.67 feet; thence proceed on a bearing of North 81° 18' 43" East a distance of 586.72 feet; thence proceed on a bearing of North 53° 22' 11" East a distance of 1,257.33 feet; thence proceed on a bearing of North 54° 23' 47" East a distance of 181.33 feet; thence proceed on a bearing of North 46° 13' 30" East a distance of 75.67 feet to the easterly boundary of said Petroleum Fuel and Terminal Company property and the POINT OF TERMINUS of the Pipeline Servitude centerline described herein.

The above-described strip has a length of 5,099.84 feet (309.081 rods), more or less, and is the same strip of land depicted on PL Olefins, LLC drawing no. B08-160-43, revised March 19, 2009, a copy of which is attached hereto and made a part hereof.

The coordinates and bearings cited herein refer to the Louisiana State Plane Coordinate System, South Zone (NAD 83), based on GPS survey ties.

March 19, 2009



E19

Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR
CLERK OF COURT
P.O. BOX 423
Plaquemine, LA 70765
(225) 687-5160

First VENDOR

PETROLEUM FUEL & TERMINAL COMPANY

First VENDEE

PL OLEFINS LLC

Index Type : Conveyance

File # : 2400

Type of Document : Right Of Way

Book : 607

Entry : 10

Recording Pages : 8

Recorded Information

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

On (Recorded Date) : 06/08/2009

At (Recorded Time) : 3:46:20PM



Nancy Lopez
Deputy Clerk



Doc ID - 001148590008

Do not Detach this Recording Page from Original Document

File 2400

607 Entry 10

6-809

299

Book: 607, Page: 10

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #20

SURFACE SITE AGREEMENT

THIS AGREEMENT made and entered into on this the 4th day of February, 2013, by and between PETROLEUM FUEL & TERMINAL COMPANY., herein represented by its President, Ken Fenton, whose mailing address is 8235 Forsyth Blvd., St. Louis, Missouri 63105, (hereinafter referred to as "Grantor"), and BOARDWALK LOUISIANA MIDSTREAM, LLC, a Delaware limited liability company authorized to do and doing business in the State of Louisiana, whose address is 4470 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809, its successors and assigns, herein represented by Randall Bryant, its Vice-President of Operations, duly authorized by the Managers of said Company (herein referred to as "Grantee").

WITNESSETH:

1. Grantor, for the consideration and of the sum of One Hundred Dollars (\$10.00) cash paid in hand and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and full acquittance granted therefore, does hereby grant, convey, lease and let unto Grantee, and subject to existing servitudes and leases, the following described property situated in the Parish of Iberville, State of Louisiana, together with the rights of way, privileges, easements, servitudes and with full rights of ingress and egress thereunto belonging, to-wit (hereinafter referred to individually as "Surface Site" and "Access Road and collectively as "Leased Premises"):

a. Surface Site:

That certain tract or parcel of land having a width of forty (40) feet by a depth between parallel lines of ninety (90) feet, located in Section 104, Township 9 South, Range 1 East, Iberville Parish, Louisiana, being more particularly described in Exhibit "A" and displayed in Exhibit "B", attached hereto and made a part hereof.

b. Access Road:

That certain access servitude twenty (20) feet in width from Louisiana Highway No. 75 to the Surface Site described above, located in Sections 103 & 104, Township 9 South, Range 1 East, Louisiana, being more particularly described in Exhibit "A" and displayed in Exhibit "B", attached hereto and made a part hereof

2. It is further understood and agreed that Grantee accepts said Leased Premises in its present condition, and assumes full responsibility for the condition of same without any liability or obligation of any kind whatsoever upon the part of the Grantor and agrees to hold Grantor free and harmless from any and all claims for damages arising out of the use and occupancy of the

leased premises, by Grantee, its agents, employees and servants or by any other persons acting under its direction.

Grantee further agrees and obligates itself, at the termination of this lease, whether by the expiration of its term or otherwise, subject to the provisions of Article 5 hereof, to surrender and return said leased premises to the Grantor in as good condition as when received, usual wear and tear excepted, and without the necessity of Grantor putting Grantee in default. The said Grantee further agrees and obligates itself to compensate the Grantor for any damage occurring or caused to improvements on the above described Leased Premises, or the land, resulting from the use of said premises by the Grantee and caused by the act or acts of the Grantee, its agents, employees, or such other person or persons acting under or through its authority and direction. Grantee further agrees that it will not make any unlawful use of said Leased Premises and that it will not conduct nor permit to be conducted any nuisance thereon.

3. It is hereby agreed and stipulated by and between the parties hereto that Grantee shall have and is hereby granted the exclusive right to use the surface of the hereinabove described Surface Site for the purpose of a valve site, it being expressly understood that, the property may be used for the construction, maintenance and operation of pipeline and related facilities and installations, buildings, equipment and supplies necessary or convenient for the construction, maintenance and operation of pipeline or for the handling of the products transported therein.

4. In the event Grantor considers that Grantee has failed to comply with one or more of its obligations hereunder, either expressed or implied, Grantor shall notify Grantee in writing setting out specifically in what respects Grantor claims Grantee has breached this lease. The service of such notice and the lapse of sixty (60) days without Grantee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Grantor on this lease for any cause. If within sixty (60) days after receipt of such notice Grantee shall meet or commence to meet the breaches alleged by Grantor, Grantee shall not be deemed in default hereunder. Neither the doing by Grantee of any acts aimed to meet all or any of the alleged breaches nor its failure so to act, shall be deemed an admission or presumption that Grantee has failed to perform any of its obligations hereunder.

5. The Grantee is hereby given the right and assumes the obligation to remove any and all improvements placed by it on the leased premises at any time during or within sixty (60) days after the termination of this lease, and to restore the leased premises as nearly as practicable to its former condition, usual wear and tear excepted.

6a. Grantee assumes all risks of and shall defend indemnify and save Grantor, its employees and agents, harmless from and against all claims, demands, actions or suits (including

costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of others, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of Grantee's valve station or arising out of the condition of the Leased Premises. In the event of any suit or action, brought against Grantor for or on account of any such damage, injury or death, Grantor shall notify Grantee, and Grantee shall appear and defend said suit or action at its costs and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined.

b. Without limitation of the foregoing, Grantee specifically covenants and agrees to fully pay, and to defend, protect indemnify and hold harmless Grantor, its employees and agents, from and against, each and every claim, demand or cause of action and any liability, cost, expense, damage or loss incurred in connection therewith, including but not limited to attorney's fees and court cost, which may be caused by or result from seeps, spills, leaks, or discharges of fuels, lubricants, oils, brine, pipe dope, paints, solvents, ballast, bilge, sludge, or any other liquid, gaseous or solid substance whatsoever, including any hazardous substance, arising out of or resulting from operations performed by Grantee, its employees, agents, contractors and subcontractors, including but not limited to any loss, expense, claim, or demand of any governmental authority, or incurred in the defense of same, and any cost and expense incurred in the control or removal of the above described substances, on, under or above the surface of the land discharged from the facilities of Grantee or Grantee's contractors and subcontractors. The provisions of paragraphs 6(a) and (b) shall survive the termination of this lease.

c. Grantee shall obtain from an insurance company licensed to do business in the State of Louisiana a policy or policies of liability insurance insuring against bodily injury, property damage and medical expenses with policy limits of at least Ten Million Dollars and no/cents (\$10,000,000.00) and naming Grantor as an additional insured, which said policy or policies, or / similar policies, shall remain in effect throughout the existence of this lease. Grantee shall furnish to Grantor a certificate evidencing such insurance and agreeing to give Grantor at least thirty (30) days notice of any cancellation thereof.

7. Grantee's operations hereunder shall be in compliance with all applicable governmental regulations including, without limitation, those of the United States Environmental Protection Agency and the Louisiana Department of Environmental Quality.

a. This lease is executed without warranty, either expressed or implied, and without any recourse whatsoever, not even for the return of the consideration paid to Grantor hereunder.

b. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.

c. Any notice or other communication given under or with respect to this agreement by Grantor to Grantee shall be given by registered or certified mail addressed to Grantee at:

Boardwalk Louisiana Midstream, LLC
4470 Bluebonnet Boulevard, Suite B
Baton Rouge, Louisiana 70809
ATTN: Randall Bryant

Any such notice by Grantee to Grantor shall be given by registered mail or certified addressed to Grantor at:

Petroleum Fuel & Terminal Company
8235 Forsyth Blvd., Suite 400
St. Louis, Missouri 63105
ATTN: Legal Department

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

8. Grantee, at its option (in addition to any other remedies it may have) may discharge any tax, mortgage or other lien upon said Leased Premises either in whole or in part and in the event Grantee does so, it shall be subrogated to such lien with the right to enforce same and apply any rentals which may become due hereunder towards satisfying same. Grantee may purchase or lease the rights of any party claiming any interest in the leased premises and shall not thereby be deemed to have questioned or attacked the title of Grantors.


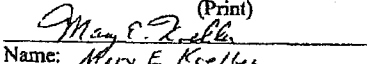
9. This agreement and any of the rights provided for herein may be assigned by Grantee, its successors, transferees and assigns in whole or in part, and the same shall be divisible among two (2) or more owners as to any right or rights created hereunder, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

10. This Surface Site Agreement shall remain in full force and effect for as long as Grantee, its successors or assigns shall maintain its Right-of-Way Agreement in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

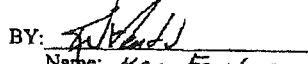
IN WITNESS WHEREOF, this instrument is executed by the parties hereto on the day and date first hereinabove written and in the presence of the undersigned legal and competent attesting witnesses. This Agreement is effective as of the 4th day of February, 2013.

WITNESSES:


Name: STEVEN G. TWELE
(Print)

Name: Mary E. Koeller
(Print)

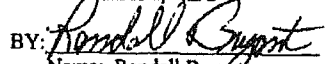
GRANTOR:


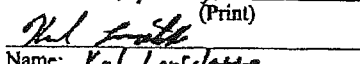
PETROLEUM FUEL &
TERMINAL COMPANY

BY: 
Name: Ken Fenton
Title: President

GRANTEE:

BOARDWALK LOUISIANA
MIDSTREAM, LLC

BY: 
Name: Randall Bryant
Title: Vice-President of Operations


Name: Christopher Egan
(Print)

Name: Kal Lorislette
(Print)

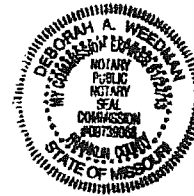
ACKNOWLEDGMENTS

STATE OF Missouri

COUNTY OF St. Louis

ON THIS 4th day of January, 2013 before me personally came and appeared Ken Fenton, to me personally known, who, being by me duly sworn, did say that he/she is the President of Petroleum Fuel & Terminal Company and that said instrument was signed on behalf of said company by authority of its board of directors and said Ken Fenton acknowledged said instrument to be the free act and deed of said company.

Deborah A. Weedman
NOTARY PUBLIC
Deborah A. Weedman



STATE OF LOUISIANA

PARISH OF East Baton Rouge

ON THIS 4th day of February, 2013, before me personally came and appeared Randall Bryant, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Operations for Boardwalk Louisiana Midstream, LLC and that said instrument was signed on behalf of said company by authority of its Members and said Randall Bryant acknowledged said instrument to be the free act and deed of said company.

Susan K. Poulos #65715
NOTARY PUBLIC

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Petroleum Fuel & Terminal that they do hereby ratify, adopt, confirm and approve, to the same extent as though prior authorization had been obtained, the following actions of Ken Fenton, its President, acting for and on behalf of this corporation:

The execution by the said Ken Fenton on 1-4-2013, of a Surface Site Agreement by and between Petroleum Fuel & Terminal Company and Boardwalk Louisiana Midstream, LLC, affecting the following described lands in Iberville Parish, Louisiana:

That certain tract or parcel of land having a width of forty (40) feet by a depth between parallel lines of ninety (90) feet, located in Section 104, Township 9 South, Range 1 East, Iberville Parish, Louisiana, being more particularly described in Exhibit "A" and displayed in Exhibit "B", attached hereto and made a part hereof.

* * * * *

CERTIFICATE

I, Karson M. Burns, Secretary of Petroleum Fuel & Terminal Company, hereby certify that the above and foregoing is a true and correct copy of resolution unanimously adopted by the Board of Directors of said corporation by unanimous written consent on the 4th day of January, 2013 of all Directors.

Karson M. Burns
Secretary

Exhibit "A"
BOARDWALK LOUISIANA MIDSTREAM, LLC
40' x 90' Surface Site
And
Access Road
Across Property Owned by
PETROLEUM FUEL & TERMINAL COMPANY
(18-015-001)
Located in Sections 103 & 104, T9S-R1E
Iberville Parish, Louisiana

LEGAL DESCRIPTION:

The survey of a 40' x 90' Surface Site and 20' Wide Access Road extending over, through, along and across that certain tract of land containing 537.1867 acres, more or less, situated in Sections 37, 38, 66, 68, 102, 104, 106, 108, 109, 110, 111, 112, 113, & 114, Township 9 South, Range 1 East, Southeastern Land District of Louisiana on the left bank of the Mississippi River, Iberville Parish, Louisiana, being more completely described as "Tract 1 Virginia Plantation No. 1" and "Tract 1 Gueymard Plantation" on a Plat of Survey Prepared by Carl Mistic, RLS, dated December 8, 1978, a copy of which is attached to that certain Act of Correction dated July 1, 1982, a copy of which is filed under Entry No. 110, in Conveyance Book 337, on October 6, 1982.

Said Surface Site and Access Road also extending over, through, along and across that certain tract of land containing 148.559 acres, more or less, situated in Section 104, Township 9 South, Range 1 East, Southeastern Land District of Louisiana, East of the Mississippi River, Iberville Parish, Louisiana, being more particularly described as "Edna Plantation" in that certain Judgment, dated November 4, 1981, a copy of which is filed under Entry No. 26, Conveyance Book 326 on July 12, 1990.

SURFACE SITE

COMMENCING at a 3/4" pipe located on the southeasterly property line of the above-described tract, having a Louisiana State Plane South Zone Coordinate of N=625,620.35, E=3,355,129.65 (NAD83, U.S. FT), THENCE, North 24° 45' 55" West a distance of 3,306.55 feet to the "POINT OF BEGINNING" P.O.B. (1) of said surface site:

THENCE, North 36° 36' 18" West a distance of 40.00 feet;
THENCE, North 53° 23' 42" East a distance of 90.00 feet;
THENCE, South 36° 36' 18" East a distance of 40.00 feet;
THENCE, South 53° 23' 42" West a distance of 90.00 feet to the P.O.B. (1).

The total area of said surface site contains ±0.083 acres and is shown in greater detail on the attached Exhibit "B".

ACCESS ROAD

COMMENCING at P.O.B. (1), THENCE, North 36° 36' 18" West a distance of 40.00 feet;
THENCE, North 53° 23' 42" East a distance of 90.00 feet to the "POINT OF BEGINNING 2" P.O.B. (2) of said access road;

THENCE, North 53° 23' 42" East a distance of 35.00 feet;
THENCE, South 36° 36' 18" East a distance of 121.08 feet;
THENCE, North 53° 23' 42" East a distance of 25.07 feet;
THENCE, North 37° 38' 43" East a distance of 103.39 feet to the westerly right-of-way line of Highway 75;
THENCE, South 48° 11' 17" East a distance of 20.05 feet along the westerly right-of-way line of Highway 75;
THENCE, South 37° 38' 43" West a distance of 104.70 feet;
THENCE, South 53° 23' 42" West a distance of 47.84 feet;
THENCE, North 36° 36' 18" West a distance of 101.09 feet;
THENCE, South 53° 23' 42" West a distance of 15.00 feet;
THENCE, North 36° 36' 18" West a distance of 40.00 feet to the "POINT OF BEGINNING 2" P.O.B. (2).

The total area of said access road contains ±0.139 acres and is shown in greater detail on the attached Exhibit "B".

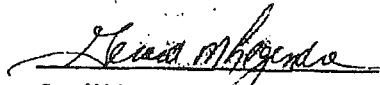
The above-described right-of-way is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. 10819-01_IB-015-000_VS.DWG) dated 1-30-13, Titled "BOARDWALK LOUISIANA MIDSTREAM, LLC PROPOSED SURFACE SITE & ACCESS ROAD ACROSS PROPERTY OWNED BY PETROLEUM FUEL & TERMINAL COMPANY LOCATED IN IBERVILLE PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

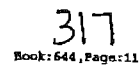
NOTES:

Bearings and distances indicated herein are based on an on-the-ground survey done by me or under my direct supervision & control and are referenced to the Louisiana State Plane South Zone Coordinate System, North American Datum of 1983, U.S. Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of the Iberville Parish Clerk of Court and was furnished by SunCoast Land Services, Inc.

MORRIS P. HEBERT, INC.
283 CORPORATE DRIVE
P.O. BOX 3106
HOUMA, LOUISIANA 70360
(985) 879-2731: voice


Gerard M. Legendre, LA PLS LICENSE NO. 4966
DATED: 1-30-13



E20

Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR
CLERK OF COURT
P.O. BOX 423
Plaquemine, LA 70765
(225) 687-5160

First VENDOR

PETROLEUM FUEL & TERMINAL COMPANY

First VENDEE

BOARDWALK LOUISIANA MIDSTREAM LLC

Index Type : Conveyance

File # : 949

Type of Document : Conveyance

Recording Pages : 11

Book : 644 Entry : 11

Recorded Information

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

On (Recorded Date) : 03/12/2013

At (Recorded Time) : 10:03:03AM



Doc ID - 001385560011

Inacy Lopez
Deputy Clerk



Do not Detach this Recording Page from Original Document

File 949

644 Entry 11

3-12-13

307

Book: 644, Page: 11

Commitment For Title Insurance

Issued by: First American Title Insurance Company

Exceptions

Special Exception #21

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that PETROLEUM FUEL & TERMINAL COMPANY, herein called "GRANTOR", for and in consideration of ONE HUNDRED AND NO/ 100 DOLLARS (\$100.00), cash in hand paid, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto BOARDWALK LOUISIANA MIDSTREAM, LLC, a limited liability company organized under the laws of the State of Delaware, authorized and doing business in the State of Louisiana, hereinafter called "GRANTEE", a right-of-way or servitude, on a non-exclusive basis and subject to existing servitudes and leases, to construct, lay, maintain, operate, repair, remove, and replace one (1) continuous pipeline (not to exceed 12.75 inches, outside diameter), and such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, for the transportation of Brine along the right-of-way hereinafter described under, upon, over and through the following described property owned by GRANTOR situated in the Parish of Iberville, State of Louisiana, to wit:

That certain tract or parcel of land containing 577.7688 acres, more or less, located in Sections 102, 103, 104, 106, 108, 109, 110, 111, 113, 114, 115 and/or 119, Township 9 South, Range 1 East, Iberville Parish, Louisiana, and being comprised of the following tracts, to-wit:

- a) A portion of that certain tract of land known as "Virginia Plantation", containing 336.4064 acres, more or less, situated in Sections 37, 38, 39, 108, 110, 111, 113, 114, 115, and 119, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Virginia Plantation No. 1) containing 304.1613 acres, more or less, and Tract 2 (Batture) containing 32.2451 acres, more or less, being more fully shown and identified on a plat of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, in the records of Iberville Parish, Louisiana.
- b) A portion of that certain tract of land known as "Gueymard Upper Place Plantation" and/or "Hard Times Plantation", containing 241.3624 acres, more or less, situated in Sections 66, 68, 102, 104, 106, 109, 111 and 112, Township 9 South, Range 1 East, Iberville Parish, Louisiana, lying on the East Bank of the Mississippi River and being comprised of Tract 1 (Gueymard Plantation) containing 233.0254 acres, more or less; Tract 2 containing 2.9355 acres, more or less; and Tract 3 (Batture) containing 5.4015 acres, more or less, being more fully shown and identified on a plat of survey prepared by Carl L. Mistic, R.L.S., dated December 8, 1979, revised December 18, 1979, December 27, 1979, January 2, 1980 and May 6, 1982, a copy of which is attached to an Act of Correction filed in Conveyance Book 337, under Entry No. 104, in the records of Iberville Parish, Louisiana.

The centerline of said right-of-way is described on Exhibit "A" attached hereto, and displayed on the plat attached hereto and made a part hereof as Exhibit "B".

The servitude herein granted shall extend to and include the right of ingress and egress by GRANTEE, its agents and employees, for the construction, maintenance, operation, repair and removal of said facilities and for no other purpose, which shall include the right of ingress and egress in, on, over, across, and through the land, including the use of any roads located on the property now or in the future.

The aforesaid right-of-way across the property above described shall have a temporary right-of-way being seventy feet (70') wide, forty feet (40') on one side of, and thirty feet (30') on the other side of, the centerline of the permanent right-of-way as displayed on Exhibit "B", the

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selection of which side shall be forty feet (40') wide and which side shall be thirty feet (30') wide shall be made by GRANTEE for construction purposes, but after said pipeline has been constructed, the right-of-way shall revert to ten feet (10') on each side of the centerline of the pipeline right-of-way, for permanent use (but the servitude may be expanded thereafter to fifty feet (50') in the future from time to time if the GRANTEE replaces and/or repairs the pipeline); and all rights of ingress and egress to and from said pipeline shall be exercised along and within such route or routes as GRANTOR may from time to time prescribe or within said right-of-way. GRANTEE shall give GRANTOR notice prior to entry on said lands, excepting, however, emergency situations in which providing such notice could foreseeably compromise safety. There shall also be an additional work space as shown on the attached Exhibit "B", being that required for backstring and boring operations associated with road, ditch or canal crossings.

GRANTEE shall not block plant access roads at any time without the prior consent of GRANTOR.

Upon completion of the construction and laying of said pipeline, GRANTEE will provide and set visible signs or markers where the pipeline enters and leaves the land of GRANTOR, at all road crossings, and also at any point where there is a material change in the direction followed by the pipe.

GRANTEE hereby agrees to pay for all damages to crops, trees, fences, livestock and pasturage which may result from GRANTEE's operations hereunder. GRANTEE specifically agrees to rebuild and replace any fences destroyed during the construction or operation of the foregoing pipeline with at least equal quality material and workmanship.

Roads shall be restored to a condition as good as or better than prior to their use and damage repaired where applicable by GRANTEE. During construction of said pipeline, GRANTEE shall keep all roads and trails open for such traffic as GRANTOR deems necessary where affected by the pipeline.

The pipeline constructed by GRANTEE shall be buried to such a depth that there shall be a minimum of thirty-six inches (36") of earth cover between the surface of the land and the top of the pipe. In the absence of specific permission to cross otherwise, drainage ditch and canal crossings shall be made by boring or trenching and to a depth of at least four feet (4') beneath the bottom of the course at the time of installation.

Upon completion of the construction of the pipeline, all debris of the construction, including (but not limited to) tree toppings, trimmings, and underbrush, shall be removed from the right-of-way by burning, burying or otherwise and shall not be placed on adjoining lands of GRANTOR. The land shall then be leveled and restored as nearly as possible to its former condition. Fill materials suitable to the environment shall cover the pipeline and excavation to adjacent land level, and shall be maintained at that level by GRANTEE.

GRANTEE shall comply with all applicable permitting requirements of local, state and federal agencies and authorities related to the construction, operation, maintenance, removal and replacement of the subject pipeline, and shall procure and maintain all required permits for the duration of this agreement, all at GRANTEE'S sole expense, and shall in every other respect conduct its operations hereunder in accordance with all local, state and federal laws.

The covenants and obligations of this right-of-way shall run with the land and the rights and servitude herein granted may be transferred or assigned, together or separately and in whole or in part.

This grant is made without warranty of title or possession either expressed or implied even for the return of the purchase price, and is expressly subject to and subordinate to all prior leases, encumbrances and rights of third persons that are of record. GRANTEE agrees to indemnify, defend, exonerate and hold GRANTOR harmless from any and all losses, expenses, damages, causes of action and claims due to injuries to or death of persons or damage to property of GRANTOR or third parties arising out of, incident to, or in any manner connected with GRANTEE'S operations hereunder, except to the extent caused or contributed thereto by the negligent acts or omissions of GRANTOR, its employees or invitees.

GRANTEE warrants, guarantees and insures that it shall have and maintain general liability with coverage limits not less than TEN MILLION DOLLARS (\$10,000,000.00).

GRANTOR expressly reserves the right: (1) to make every use of said strip of land for GRANTOR'S own purposes, including, but without limitation, mining and extraction of minerals, salt, oil, gas, petroleum and other hydrocarbon substances, and other substances in any physical form, provided however that there shall be no oil, gas or mineral operations conducted upon the permanent right-of-way; construction or erection of buildings, equipment, conveyors, railroads, roads, and any other installation or facility however designated (except that GRANTOR shall not construct or erect any buildings or other constructions or anything else on, over or under the servitude property, except with the prior written consent of the GRANTEE, which consent will not be unreasonably withheld); and change in, modification of or improvement to any existing installation or facility in, on under or over said strip of land; and (2) to lease or grant other easements, rights-of-way or licenses covering or affecting all or any part of said strip of land provided only, however, that any such use by GRANTOR of the type described in this paragraph or any such lease, easement, right-of-way or license with the permitted use by GRANTEE in the reasonable judgment of GRANTEE.

In the event GRANTEE'S facilities or other property or any part thereof, shall at any time need to be relocated as a result of (a) the request of GRANTOR, or (b) any change in federal, state or local law, ordinance or regulation; GRANTEE shall, within six (6) months after receipt of written notice from GRANTOR to do so along with the grant of a right-of-way over the new location, remove said facilities and other property, or such part thereof, and relocate same, in accordance with direction of GRANTOR upon such strip of land of the same or greater width as the servitude granted herein, and as suitable to GRANTEE'S use as the location designated in this agreement, the cost of which relocation shall be borne as follows: (1) if the relocation is requested by GRANTOR then fifty percent (50%) of the cost of relocation shall be borne by the GRANTOR and fifty percent (50%) shall be borne by GRANTEE; and (2) if the relocation is requested by GRANTOR because of a change in federal, state or local law, ordinance or regulation, then the cost shall be borne solely by GRANTEE. GRANTEE'S rights, privilege and authority at each such new location, and the termination and extinguishment thereof, shall be governed by the terms thereof.

TO HAVE AND TO HOLD said right-of-way or servitude unto said GRANTEE, until such pipeline be constructed and then for so long thereafter as a pipeline is maintained thereon subject, however, to termination, extinguishment and reversion in the event that GRANTEE or its assignee fails to materially comply with any of the terms contained herein but only if GRANTEE or its assignee fails to cure any such defaults within thirty (30) days after receiving written notice of said alleged defaults from GRANTOR..

In the event of any termination of the rights herein granted, GRANTEE shall have six (6) months time after such termination in which to either (a) remove all improvements or property of whatever nature placed on the premises by GRANTEE; or (b) leave the pipeline in the ground but empty the pipeline. If GRANTEE fails to do either within the six (6) month time period described above, GRANTOR may at its election, utilize any or all of such improvements or property for its own purposes or on behalf of others.

Any and all notices given in connection with this right-of-way shall be deemed adequately given only if in writing and (i) personally delivered; or (ii) sent by a nationally-recognized overnight courier service; or (iii) sent by certified United States mail, postage prepaid, return receipt requested, to the party or parties for whom such notices are intended. Any and all notices referred to in this right-of-way or which any party desires to give to another shall be addressed as follows:

If to GRANTOR:
Petroleum Fuel & Terminal Company
Attention: General Counsel
8235 Forsyth Boulevard, Suite 400
St. Louis, Missouri 63105

If to GRANTEE:

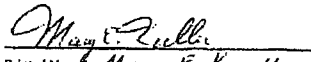
Boardwalk Louisiana Midstream, LLC
Attention: Land Department
4470 Bluebonnet Road, Suite B
Baton Rouge, Louisiana 70809

GRANTEE shall pay directly to the taxing authorities if billed to GRANTEE, and otherwise shall reimburse GRANTOR for any and all taxes and assessments of whatever kind or character which may be levied upon or assessed against GRANTEE'S said facilities or other property thereon owned by GRANTEE, and any increase in taxes levied upon or assessed against GRANTOR on account of GRANTEE'S exercise of any of the rights granted hereby. GRANTOR shall submit to GRANTEE a copy of each tax bill applicable to the foregoing received by GRANTOR, if any, and GRANTEE shall reimburse GRANTOR upon demand for the amount due from GRANTEE hereunder. Notwithstanding the foregoing, GRANTOR shall, at its sole cost and expense, pay all ad valorem taxes assessed against the land subject to the servitude granted under this agreement.

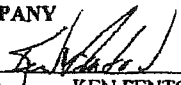
IN WITNESS WHEREOF, this instrument is executed on this 4th day of February, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

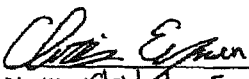

Printed Name: STEVEN G. TWELE


Printed Name: Mary E. Kallio

PETROLEUM FUEL & TERMINAL
COMPANY

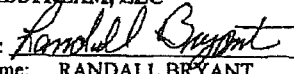
By: 
Name: KEN FENTON
Title: President

WITNESSES:


Printed Name: Christopher Eymen


Printed Name: Kal Carolette

BOARDWALK LOUISIANA
MIDSTREAM, LLC

By: 
Name: RANDALL BRYANT
Title: Vice President of Operations

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 4th day of January, 2013, before me appeared KEN FENTON to me personally known, who, being by me duly sworn did say that he is the President of PETROLEUM FUEL & TERMINAL COMPANY, and this instrument was signed on behalf of the corporation with authority and that he acknowledged this instrument to be the free act and deed of the corporation.



Deborah A. Weedman
(Signature)
Deborah A. Weedman
(Printed Name)
Notary ID No. 09739066
My commission expires: 1-27-2013

STATE OF LOUISIANA

PARISH OF East Baton Rouge

On this 4th day of February, 2013, before me appeared RANDALL BRYANT, to me personally known, who, being by me duly sworn did say that he is the Vice-President of Finance for BOARDWALK LOUISIANA MIDSTREAM, LLC and that the instrument was signed and sealed on behalf of the limited liability company with full authority and that Randall Bryant acknowledged the instrument to be the free act and deed of the said limited liability company.

Susan K. Poulos
(Signature)
Susan K. Poulos
(Printed Name)
Notary ID No. 65715
My commission expires: lifetime

Exhibit "A"
BOARDWALK LOUISIANA MIDSTREAM, LLC
Twenty foot (20') Permanent Servitude
Across Property Owned by
PETROLEUM FUEL & TERMINAL COMPANY
(18-015-000 & 18-015-001)
Located in Sections 102, 103, 104, 106, 108, 109, 111, 113, 114 & 115, T9S-R1E
Iberville Parish, Louisiana

LEGAL DESCRIPTION:

The survey line of a twenty foot (20') wide permanent servitude extending over, through, along and across that certain tract of land containing 537.1867 acres, more or less, situated in Sections 37, 38, 66, 68, 102, 104, 106, 108, 109, 110, 111, 112, 113, & 114, Township 9 South, Range 1 East, Southeastern Land District of Louisiana on the left bank of the Mississippi River, Iberville Parish, Louisiana, being more completely described as "Tract 1 Virginia Plantation No. 1" and "Tract 1 Gueymard Plantation" on a Plat of Survey Prepared by Carl Mistic, RLS, dated December 8, 1978, a copy of which is attached to that certain Act of Correction dated July 1, 1982, a copy of which is filed under Entry No. 110, in Conveyance Book 337, on October 6, 1982.

Said permanent servitude also extending over, through, along and across that certain tract of land containing 148.559 acres, more or less, situated in Sections 36, 37, 104, 106, 107, 108, 109, 117, Township 9 South, Range 1 East, Southeastern Land District of Louisiana, East of the Mississippi River, Iberville Parish, Louisiana, being more particularly described as "Edna Plantation" in that certain Judgment, dated November 4, 1981, a copy of which is filed under Entry No. 26, Conveyance Book 326 on July 12, 1990.

The sideline limits of said twenty foot (20') wide permanent servitude are located ten feet (10') to the right and left of the following described survey line. Said sideline limits are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described twenty foot (20') wide servitude being more fully described as follows:

PART 1

COMMENCING at a 1" pipe located on the northwesterly property line of the above-described tract, having a Louisiana State Plane South Zone Coordinate of N=629,286.52, E=3,346,499.14 (NAD83, U.S. FT), THENCE, South 47° 50'56" East a distance of 5,021.89 feet to the "POINT OF BEGINNING" (P.O.B.(1)) of said servitude:

THENCE, North 35° 21' 20" West a distance of 260.99 feet;
THENCE, North 54° 35' 02" East a distance of 191.30 feet;
THENCE, North 49° 42' 58" East a distance of 943.37 feet;
THENCE, North 50° 36' 29" East a distance of 2,508.57 feet;
THENCE, South 52° 55' 32" East a distance of 461.90 feet;
THENCE, North 53° 23' 42" East a distance of 642.60 feet;
THENCE, North 36° 36' 18" West a distance of 88.09 feet;
THENCE, North 53° 23' 42" East a distance of 25.00 feet to the proposed surface site P.O.T. (1).

PART 2

COMMENCING at P.O.T. (1), THENCE, North 53° 23' 42" East a distance of 90.00 feet to the "POINT OF BEGINNING 2" (P.O.B.(2)) of said servitude;

THENCE, North 53° 23' 42" East a distance of 40.00 feet;
THENCE, South 36° 36' 18" East a distance of 200.01 feet;
THENCE, North 72° 17' 39" East a distance of 216.16 feet to a point on the easterly property line and being the "POINT OF TERMINATION 2" (P.O.T. (2)), and from which a 2" pipe having a Louisiana State Plane South Zone Coordinate of N=628,346.24, E=3,354,267.99 (NAD83, U.S. FT), bears South 20° 35' 58" East a distance of 287.26 feet.

The total length of survey line of said twenty foot (20') wide servitude is 5,577.99 feet or ±338.06 rods. The total area of said twenty foot (20') permanent servitude contains ±2.602 acres. Said temporary workspace and extra temporary workspace total ±7.006 acres and are shown in greater detail on the attached Exhibit "B".

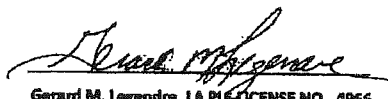
The above-described right-of-way is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. 10819-01_IB-015-000.DWG) dated 1-31-13, Titled "BOARDWALK LOUISIANA MIDSTREAM, LLC PROPOSED PERMANENT SERVITUDE ACROSS PROPERTY OWNED BY PETROLEUM FUEL & TERMINAL COMPANY LOCATED IN IBERVILLE PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

NOTES:

Bearings and distances indicated herein are based on an on-the-ground survey done by me or under my direct supervision & control and are referenced to the Louisiana State Plane South Zone Coordinate System, North American Datum of 1983, U.S. Survey Foot, as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of the Iberville Parish Clerk of Court and was furnished by SunCoast Land Services, Inc.

MORRIS P. HEBERT, INC.
283 CORPORATE DRIVE
P.O. BOX 3106
HOUMA, LOUISIANA 70360
(985) 879 - 2731: voice


Gerard M. Legendre, LA PLS LICENSE NO. 4966
DATED: 1-31-13



Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR
CLERK OF COURT
P.O. BOX 423
Plaquemine, LA 70765
(225) 687-5160

First VENDOR

PETROLEUM FUEL & TERMINAL COMPANY

First VENDEE

BOARDWALK LOUISIANA MIDSTREAM LLC

Index Type : Conveyance

File # : 950

Type of Document : Right Of Way

Book : 644

Entry : 12

Recording Pages : 9

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Courts office for Iberville Parish, Louisiana

On (Recorded Date) : 03/12/2013

At (Recorded Time) : 10:03:03AM



Doc ID - 001385560009

Deputy Clerk

Tracy Lopez



Do not Detach this Recording Page from Original Document

File 950

644 Entry 12

3-12-13

318
Book: 644, Page: 12