

A dark blue silhouette of the state of Louisiana is centered on the page. The text is overlaid on this map.

Exhibit B – Franklin Farm Sale Records

Franklin Farm Sale Records

STATE OF LOUISIANA

PARISH OF RICHLAND
and

PARISH OF EAST BATON ROUGE

A true copy of original Filed for Record
this the 8 day of
January 2014
File No. 362767
Book 503 Folio
Jerry Beyond
Clerk of Court
Richland Parish, LA

copy

AMENDMENT TO ACT OF CASH SALE

between

GEORGE B. FRANKLIN AND SON, INC.

and

STATE OF LOUISIANA

BEFORE the respective undersigned Notaries Public, and in the presence of the respective undersigned witnesses, personally appeared:

GEORGE B. FRANKLIN AND SON, INC., (Tax ID No.: 72-XXXXX05), a Louisiana corporation domiciled in Richland Parish, Louisiana, whose address is 2236 U.S. Hwy 80, Rayville, LA., 71269, herein represented by its President, Fred Scott Franklin, duly authorized by pursuant to a Resolution of the Board of Directors, attached hereto and made a part hereof, as "Seller", and

STATE OF LOUISIANA, (Tax ID 72-XXXXXXX), herein represented by and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, whose mailing address is P.O. Box 94095, Baton Rouge, LA., 70804-9095, as "Buyer" and hereinafter referred to as "State";

and agreed as follows:

1. Seller and the State declare and acknowledge that they previously entered into an Act of Cash Sale, signed and dated by the State on November 8, 2006, signed and dated by Seller on November 9, 2006, and recorded in the official public records of Richland Parish, Louisiana, on November 9, 2006, as File No. 335870, in Conveyance Book 455, Folio 915;
2. In said Act of Cash Sale Seller sold to the State certain immovable property, subject to Seller's "right to buy back" or reacquire said immovable property, exercisable on or before September 30, 2016, said immovable property being more fully described in said Act of Cash Sale as:

Located in the Parish of Richland, State of Louisiana, and more particularly shown on those maps (3 pages) entitled "FRANKLIN PROPERTY, State of Louisiana Project No. 05-252-06-14, Sections 27 & 34, T-18-N, R-8-E, N ½ of N ½ of Section 3, T-17-N, R-8-E, Land District North of Red River, Richland Parish, Louisiana" dated "Nov. 2006", prepared by Maroney Engineers, Inc., Consulting Engineers, Registered Land Surveyors, which Maps are on file and of record in the official records of Richland Parish, Louisiana; and designated therein as: FRANKLIN PROPERTY, TRACT 1; FRANKLIN PROPERTY, TRACT 2; and FRANKLIN PROPERTY, TRACT 3;


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3. For the mutual benefit of the parties hereto, Seller and the State now desire to amend, revise and supplement the terms of said Act of Cash Sale, to modify Seller's "right to buy back" or to reacquire the immovable property therein sold, as hereinafter stated, notwithstanding any provisions to the contrary contained in said Act of Cash Sale, any such contrary provisions being hereby modified so as to be consistent with this Amendment.

4. The last two paragraphs appearing in the lower portion of page 5 of the Act of Cash Sale and the first five paragraphs appearing in the upper portion of page 6 of the Act of Cash Sale, containing the provisions of the Seller's right to "buy back" or to reacquire the property previously sold, are hereby deleted; and the following new paragraphs are substituted therefor:

"In the event the State desires to sell or otherwise transfer the property acquired herein or a portion thereof, other than for economic development related uses or purposes, then in accordance with Title 41, Chapter 11, Section 1338 A.(1) of the Louisiana Revised Statutes, the State shall first by written notice offer to sell such property to the Seller, and the Seller shall have the right to reacquire such property at the then current Fair Market Value, to be established as provided below. This right of the Seller to reacquire such property shall not apply to a sale or transfer by the State for economic development uses or purposes, and the property acquired herein and any portion thereof may be sold or transferred to a third party for the creation, development, or expansion of commerce and industry within the state of Louisiana without a prior offer to sell to the Seller.

"After receiving such written offer from the State, the Seller may exercise his right to reacquire the offered property by, within 30 days of receipt of the offer, delivering written notice to the State of his intent to reacquire such property. Upon such notice, the State shall, and Seller may, each engage a Louisiana licensed real estate appraiser to determine the Fair Market Value of the property. Such appraisal or appraisals shall be completed and provided to the other party within 180 days after the written notice from the Seller that he intends to exercise his right to reacquire the property or the remaining property.

"If the Seller elects not to engage an appraiser, the State's appraiser shall determine the Fair Market Value for the reacquisition sale. In the event both parties engage appraisers:

(1) If the difference between the appraisals is 7% or less of the greater appraisal (i.e., the lesser appraisal is at least 93% of the greater appraisal), the two appraisals shall be averaged and resulting amount shall be the Fair Market Value for reacquisition of the property;

(2) If the difference between the appraisals is more than 7% of the greater appraisal (i.e., the lesser appraisal is less than 93% of the greater appraisal), the two appraisers shall agree on a third Louisiana licensed real estate appraiser, whose appraisal shall be the Fair Market Value for reacquisition of the property. In the event the two appraisers fail to agree wherein the Court shall determine the Fair Market Value and purchase price of the property to be reacquired for purposes of this agreement through appropriate Louisiana licensed experts in the field of real estate appraising employing commonly accepted principals of real estate appraising.

“Any of the foregoing provisions relating to establishment of Fair Market Value for reacquisition of the property may be waived by the parties hereto by mutual agreement to a Fair Market Value purchase price or a modified method of establishment of Fair Market Value.

“Within 60 days of the establishment of the Fair Market Value purchase price of the property to be reacquired, the State shall sell the property to the Seller for the Fair Market Value, free of all liens, mortgages and privileges, except for the usual, necessary and customary servitudes and rights-of-way affecting the property on file and of record in Richland Parish, Louisiana, with full warranty of title.

“In the event the Seller does not exercise his right to reacquire property by timely satisfying the above requirements, the Seller shall have no further right to reacquire such property, all of Seller’s rights relating to such property (including farming rights) shall immediately cease, and such property may be sold or transferred by the State for any purpose.”

5. It is understood and agreed that the language contained in this Amendment shall supersede any language to the contrary contained in the Act of Cash Sale, and that all other terms, provisions and conditions of the Act of Cash Sale, unless modified herein, shall remain the same, unchanged and in full force and effect.

6. The effect of this Amendment to Act of Cash Sale is contingent upon the State making the following infrastructure improvements on or near the above described immovable property by September 30, 2016, and shall be effective upon the State giving Seller written notice of substantial completion thereof prior to that date: Engineering, acquisition and construction of water and sewer systems, and a LA Hwy 183 overpass over the KCS rail line and US Hwy 8 to said property.

This Amendment to Act of Cash Sale has been signed by Seller at Ravenna, Louisiana, on the 14 day of November, 2013, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES:

SELLER:

(1) Gary F. Freeland
Signature
Gary F. Freeland
Printed Name

GEORGE B. FRANKLIN AND SON, INC.

By: Fred Scott Franklin
Fred Scott Franklin, President

(2) Roy Gill Franklin
Signature
Roy Gill FRANKLIN
Printed Name

Tammy Jo McNeil
Notary Public

Printed Name: Tammy Jo McNeil

Address: 260 Jackson Way Lane

City, State, Zip: Oak Grove, La. 71263

L.A. State Bar Roll No.: 61383
My commission is for life.

Tammy Jo McNeil
Notary Public - No. 61383
West Carroll Parish, LA
Commission Expires - Life

GF
initial

This Amendment to Act of Cash Sale has been signed by the State in Baton Rouge, Louisiana, on the 19th day of December, 2013, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES:

(1) Portia Johnson
Signature

Portia Johnson
Printed Name

(2) Sheppard Crispo
Signature

Sheppard Crispo
Printed Name

BUYER/STATE:

STATE OF LOUISIANA

By: [Signature]

**DIVISION OF ADMINISTRATION,
Kristy H. Nichols,
Commissioner of Administration**

[Signature]
Notary Public

Printed Name: Elizabeth Murrill

Address: ELIZABETH BAKER MURRILL
Notary No. 41681

City, State, Zip: Parish of East Baton Rouge, State of LA
My Commission Is Issued For Life

L.A. State Bar Roll No.: 60285

My commission is for life.

[Signature]
initial

A true copy of original Filed for Record
this the 21 day of

October 2015

File No. 36910P

Book 512 Folio

Denise R. [Signature]

Notary Public
Richland Parish, LA

STATE OF LOUISIANA

PARISH OF RICHLAND
and
PARISH OF EAST BATON ROUGE

SECOND AMENDMENT TO ACT OF CASH SALE
and
RESTATEMENT OF "BUY-BACK" AGREEMENT
between
GEORGE B. FRANKLIN AND SON, INC.
and
STATE OF LOUISIANA

BEFORE the respective undersigned Notaries Public, and in the presence of the respective undersigned witnesses, personally appeared:

GEORGE B. FRANKLIN AND SON, INC., (Tax ID No.: 72-XXXXX05), a Louisiana corporation domiciled in Richland Parish, Louisiana, whose address is 2236 U.S. Hwy 80, Rayville, LA., 71269, herein represented by its President, Fred Scott Franklin, duly authorized by pursuant to a Resolution of the Board of Directors, attached hereto and made a part hereof, as "Seller", and

STATE OF LOUISIANA, (Tax ID 72-XXXXXXX), herein represented by and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, whose mailing address is P.O. Box 94095, Baton Rouge, LA., 70804-9095, as "Buyer" and hereinafter referred to as "State";

who agreed as follows:

I. Seller and the State declare and acknowledge that they previously entered into an Act of Cash Sale, signed and dated by the State on November 8, 2006, signed and dated by Seller on November 9, 2006, and recorded in the official public records of Richland Parish, Louisiana, on November 9, 2006, as File No. 335870, in Conveyance Book 455, Folio 915; which Act of Cash Sale was previously amended by Amendment (First Amendment) signed and dated by Seller on November 14, 2013, signed and dated by the State on December 19, 2013, and recorded in the official public records of Richland Parish, Louisiana, on January 8, 2014, as File No. 362767, in Conveyance Book 503, Folio 162

II. In said Act of Cash Sale Seller sold to the State certain immovable property, subject to Seller's "right to buy back" or re-acquire said immovable property, exercisable on or before September 30, 2016 (which date is being herein extended to September 30, 2021), said immovable property being more fully described in said Act of Cash Sale as:

Located in the Parish of Richland, State of Louisiana, and more particularly shown on those maps (3 pages) entitled "FRANKLIN PROPERTY, State of Louisiana Project No. 05-252-

[Signature]
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06-14, Sections 27 & 34, T-18-N, R-8-E, N ½ of N ½ of Section 3, T-17-N, R-8-E, Land District North of Red River, Richland Parish, Louisiana” dated “Nov. 2006”, prepared by Maroney Engineers, Inc., Consulting Engineers, Registered Land Surveyors, which Maps are on file and of record in the official records of Richland Parish, Louisiana; and designated therein as: **FRANKLIN PROPERTY, TRACT 1; FRANKLIN PROPERTY, TRACT 2; and FRANKLIN PROPERTY, TRACT 3;**

III. For the mutual benefit of the parties hereto, Seller and the State now desire to withdraw, rescind, terminate, void, cancel and nullify in its entirety the previous Amendment (the First Amendment) to the Act of Cash Sale, including all of its terms, provisions and conditions, which was signed and dated by Seller on November 14, 2013, signed and dated by the State on December 19, 2013, and recorded in the official public records of Richland Parish, Louisiana, on January 8, 2014, as File No. 362767, in Conveyance Book 503, Folio___, and all of its provisions are no longer in force or effect; and further, the said parties now desire to amend, revise and supplement the terms of the said Act of Cash Sale, and to modify Seller’s “right to buy back” or to re-acquire the immovable property therein sold, as hereinafter stated, notwithstanding any provisions to the contrary contained in said original Act of Cash Sale, any such contrary provisions being hereby modified so as to be consistent with this Second Amendment and the hereinafter Restatement of the Seller’s “right to buy-back the property” which was sold to the State in that Act of Cash Sale, including the following modifications:

IV. The last two subparagraphs appearing in the lower portion of page 3 of the original Act of Cash Sale (being numbered as subparagraphs 1 and 2) are hereby rescinded, terminated, voided, canceled and deleted in their entirety and are no longer in force or effect, since the time period limits relating thereto have now expired.

V. The second subparagraph appearing in the upper center portion of page 4 of the original Act of Cash Sale (being numbered as subparagraph 4) is hereby rescinded, terminated, voided, canceled and deleted in its entirety and is no longer in force or effect, since Seller is no longer interested in providing such services.

VI. In the second paragraph beginning in the upper center portion of page 5 of the original Act of Cash Sale, the clauses relating to: (a) Standing Timber and Crops, (b) the harvesting of timber for a period of two (2) years following the closing of the sale, and (d) the harvesting of crops planted during the calendar year 2006, are each hereby rescinded, terminated, voided, canceled and deleted in their entirety and are no longer in force or effect, since the related provisions have now been terminated, voided and deleted and are no longer in force or effect; and the remainder of that paragraph shall remain in force as previously written and as shown hereinafter, if the following Restatement of the agreement between the Seller and the Buyer (the State).

VII. AND, the Restatement of the Seller’s right to buy-back or re-acquire the property sold as provided in the original Act of Cash Sale, is now as follows:

A. The previous subparagraphs numbered 1, 2 and 4 of the Act of Cash Sale, as stated above, are being hereby completely rescinded, voided canceled and deleted in their entirety, and are not being replaced.

B. Certain clauses, as shown above, in the second paragraph beginning in the upper center portion of page 5 of the original Act of Cash Sale, are being hereby deleted in their entirety, and are



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not being replaced; and the remaining wording of that paragraph is being replaced by paragraph number **D. 5)** hereinafter.

C. The remaining paragraphs of the original ACT of Cash Sale relating to the buy back of the property sold are being replaced by the paragraphs that follow hereinafter.

D. As additional consideration for the Sale of the described property, the Buyer (the State) and the Seller do hereby mutually agree as follows:

1) The Seller and its successors and assigns shall be entitled to operate the farmland comprising the property sold in the Act of Cash Sale at no rental cost to Seller, and shall continue unabated in all agricultural operations as they currently existed on the date of the Act of Cash Sale until the Buyer sells, transfers or conveys the property sold or any portion thereof to an industrial, manufacturing, commercial, business, retail or mega-plant operator, company or similar concern as contemplated by this agreement for purposes of development of an industrial, manufacturing, commercial business, retail or mega-plant site. If only a portion of the property is sold, transferred or conveyed for such purposes, Seller may continue such operations on the unsold portion until that portion is sold, transferred or conveyed for such purposes. Such agricultural operations shall be consistent with the Seller's agricultural operations in existence as of the date of the execution of the Act of Cash Sale, and the Seller shall manage and take reasonable care of the property and further agrees that Seller will defend, indemnify and hold Buyer harmless for any loss or damage suffered by Buyer arising out of Seller's agricultural operations conducted on or about the property or any portion thereof.

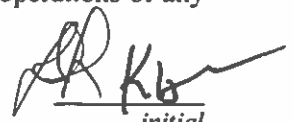
2) The described property sold in the Act of Cash Sale is intended to be used or sold by Buyer, Buyer's successors and assigns, for and in connection with industrial, manufacturing, commercial, business or retail uses, or as mega-plant sites for any or all of the above; but the described property shall not be used by Buyer, Buyer's successors and assigns for the production of hazardous chemicals or hazardous materials, and shall not be used for waste treatment or waste disposal. And, except as stated below, Buyers shall not engage in any activity which interferes with Seller's business or farming operations or that of Seller's tenants, agents or employees. Buyer and Buyer's successors shall not engage in any activity or conduct which would decrease property values in the area or which would inhibit development to the neighboring "Supporting Site Property" shown on "Exhibit B", which is attached to the Act of Cash Sale, for residential or commercial purposes. It is understood and agreed, however, that the development or resale of the property for any of the parties' intended uses as outlined in this agreement, such as industrial, manufacturing, commercial, business or retail uses, or as mega-plant sites for any or all of the above, shall not be deemed to decrease property values in the area or inhibit development to the neighboring "Supporting Site Property" shown on "Exhibit B", which is attached to the Act of Cash Sale, for any residential or commercial purposes.

3) Seller shall reserve and retain all crop "bases" as such terminology is employed or defined by the U.S. Department of Agriculture or any of its agencies such as the Agricultural Stabilization and Conservation Service ("ASCS") or the Farm Service Agency ("FSA"). The "base acres" or the "base" including all rights to governmental payments for farm subsidies, shall remain the property of Seller. Seller shall remain the "farm operator" as defined by the ASCS and FSE until the crop bases have been transferred to other land or have been utilized by Seller. Buyer shall cooperate with Seller in transferring crop bases or base acres to Seller and shall sign any documents reasonably necessary to accomplish such transfer or utilization of the base acres by Seller.


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4) Seller is one of the owners of certain additional immovable property in Richland Parish, Louisiana, as shown on "Exhibit B", which is attached to the Act of Cash Sale, and which is made a part hereof by this reference, which property is referred to herein as the neighboring "Supporting Site Property", which is NOT being sold in the Act of Cash Sale to the Buyer. The property sold is intended to be used or sold by Buyer, Buyer's successors and assigns, for and in connection with industrial, manufacturing, commercial, business or retail uses, or as mega-plant sites for any or all of the above. Seller acknowledges that any such company that leases, uses or acquires a part or all of the property sold in the Act of Cash Sale may need supporting services or companies in the vicinity or may need room for expansion. Therefore, Seller agrees to make available for purchase to select entities on the open market the "Supporting Site Property" described on "Exhibit B", which is attached to the Act of Cash Sale. Nothing in this agreement shall be construed as granting an option on the "Supporting Site Property"; and nothing herein shall be construed as an agreement or contract to sell any of the "Supporting Site Property". Seller agrees not to materially impair the ability of supporting companies to acquire parcels contained in the "Supporting Site Property" on the open market, except Seller shall be free to sell tracts of the "Supporting Site Property" to companies seeking to locate businesses or business locations on the "Supporting Site Property" for mutually agreed upon prices, and to develop property for industrial, commercial, business, retail or residential uses. Notwithstanding the foregoing, Seller agrees to preserve a site on the "Supporting Site Property" in Section 14, T 18 N, R 8 E, north of U.S. I-20, which site shall have visibility from U.S. I-20 for a "Visitors Center" or a headquarters for Buyer. The price for such parcel shall be mutually agreed upon between Seller and Buyer and shall be no longer/larger than is reasonably necessary for the purpose described hereinabove. Additionally, Seller agrees to provide to Buyer a route through the "Supporting Site Property" for a rail spur to the property sold in the Act of Cash Sale for a price to be mutually agreed upon by Seller and Buyer.

5) Regarding and notwithstanding anything to the contrary contained in any or all of the above provisions relating to any Farm Operations, including any provisions permitting the Seller to continue to operate the farmland and the continuation of agricultural operations as they currently exist, Land Use, and the provision that Buyer and Buyer's successors shall not interfere with Seller's business or farming operations; it is understood and agreed that at any time after the State has purchased the described property, the State shall at all times have complete and uninterrupted access to the property sold including but not limited to the right to make and to construct infrastructure improvements on any parts of the property, including but not limited to highways, streets, drainage and utility servitudes and facilities, and the like, as well as all reasonable and unfettered access to the property including the right to develop and/or to sell any part or all of the property under such terms and conditions as are necessary to complete a transaction with an interested party, none of which activities shall be considered to be any interference by the Buyer with any of Seller's business or farming operations, and Seller shall allow and accommodate the Buyer in all such access, construction, development and/or sale activities without any interference whatsoever; and the State shall not be required to pay for any unharvested timber or unharvested crops included in any of these areas of any such activity, including any access, construction, development and/or sales. And additionally, the Seller shall completely and fully protect, defend, indemnify, save and hold harmless the State of Louisiana, including all of its departments, agencies, boards and commissions, employees and agents, as well as any and all parties and/or potential buyers dealing with the State in connection with the property, from any and all liabilities and/or responsibilities of any kind or character for any and all injuries or death to any persons and/or any and all damages, loss or destruction of any property which may occur or in any way arise or grow out of or in connection with the Seller's use of the property or Seller's continued operations of any


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kind or character on the described immovable property. Seller agrees to insure against, investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at Seller's sole cost and expense and agrees to bear all costs and expenses related thereto, even if any such claims are groundless, false or fraudulent. This agreement to defend, indemnify, save, and hold harmless shall not be construed to impose liability on Seller for, or require Seller to defend the State for, acts, conduct or negligence of the State or contractors, agents and employees of the State or any other contractor, worker or subcontractor on the property at the behest of the State or its contractors and agents. This agreement shall not alter the liability imposed by La. Civil Code Article 2315 and related articles.

6) A. In the event the State has been unable to recruit or locate an industrial, manufacturing, commercial, business or retail operator or company, mega-plant or other suitable occupant for the property sold in the Act of Cash Sale or any remaining portion thereof as contemplated by this agreement, or the State desires to sell or otherwise transfer the property so acquired or a portion thereof, other than for economic development related uses or purposes, then, at the earlier of either: (a) the arrival of the date of September 30, 2021, or (b) the date on which the State gives written notice to the Seller of its decision to sell or transfer the property or any portion thereof other than for economic development purposes, or otherwise not to continue its efforts to recruit or locate any industrial, manufacturing, commercial, business or retail operator or company, mega-plant or other similar concern to occupy the property sold or any remaining portion of such property, (as applicable, the "Option Date"), Seller shall have the right to "buy back" or to re-acquire the property sold to the State, or any remaining portion thereof, upon giving notice of its intent to exercise such right to the State within five days of the applicable Option Date.

6) B. The price to the Seller for such property or any remaining portion thereof shall be Fair Market Value. For purposes of this agreement, Fair Market Value shall be defined as the lesser of either: (a) the per acre price paid by Buyer (the State) to the Seller for the property, or (b) if elected by the State, the Appraised Value of the property or the remaining property as of the Option Date.

7) This right of the Seller to "buy back" or to re-acquire such property shall not apply to a sale or transfer by the State for economic development uses or purposes, including an industrial, manufacturing, commercial, business or retail operator or company, mega-plant or other suitable occupant for the property, as contemplated herein, and the property acquired through the previous Act of Cash Sale and/or any portion thereof may be sold or transferred to a third party for the creation, development, or expansion of commerce and industry within the state of Louisiana without a prior offer to sell to the Seller.

8) A. If the State elects to establish Appraised Value, the State shall give Seller a written notice of such election within five days of receipt of Seller's notice of intent to exercise the buy back option. In the event the State elects to obtain an appraisal of the property to be sold instead of accepting the per acre price previously paid by the State to the Seller, each party shall have the right to engage an appraiser (one for the Buyer and one for the Seller) to appraise the property or the remaining property to be sold. Each such appraisal shall be completed and provided by each party hereto to the other party within 120 days of the Option Date. If the difference between the two (2) appraisals is less than 7% of the value ascribed to the greater appraisal, then, in such event, the two (2) appraisals shall be averaged together, which amount shall be the Appraised Value of the property for purposes of this agreement.



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8) B. If, on the other hand, the difference between the two appraisals, is greater than 7% of the value assigned by the greater of the two appraisals, then, in such event, the two appraisers shall agree to a third appraiser, whose appraisal shall establish the Appraised Value for purposes hereof. In the event that the two appraisers giving the initial appraisals contemplated hereby cannot agree to a third appraiser, then, in such event, the Appraised Value shall be determined pursuant to legal proceedings filed by either party hereto in Richland Parish, Louisiana, in which the Court shall determine the Appraised Value for purposes hereof through appropriate experts in the field of real estate appraising employing commonly accepted principals of real estate appraising.

8) C. Upon establishment of the Fair Market Value as contemplated in Section 6) B. above, Buyer (the State) shall sell the property to Seller for the established Fair Market Value, free of all liens, mortgages and privileges, with full warranty as to title. The closing of such sale shall occur within 30 days of the establishment of the Fair Market Value of the property to be sold.

8) D. Any of the foregoing provisions relating to the establishment of the Fair Market Value for the re-acquisition of the property may be waived by the parties hereto by mutual agreement to a Fair Market Value purchase price or a modified method of establishment of such Fair Market Value.

9) In the event Seller does not exercise Seller's right to "buy back" or re-acquire the property or any remaining portion thereof as provided in Section 6) A. above, all of Seller's rights to continue to operate the farmland comprising the property shall immediately cease and come to an end without further notice or delay, and Seller shall no longer have any right to "buy back" or to re-acquire the property, which rights shall also immediately cease and come to an end without further notice or delay, and such property may be sold or transferred by the State to anyone for any purpose.

10) The State and its agencies agree to keep Seller reasonably apprised of their intentions with respect to the development of the property and construction of improvements on the subject property and to inform the Seller, subject to the State's obligation of confidentiality to prospective occupants or purchasers of the site, of projects and plans for improvements known to the State or its agencies so as to minimize disruptions and interference with Seller's farming operations.


11) Both parties acknowledge that Seller is relying upon Buyer's ability to fulfill all of its aforementioned duties and obligations within this agreement.

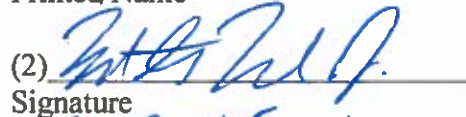
VIII. It is understood and agreed that the language contained in this Second Amendment shall supersede any language to the contrary contained in the original Act of Cash Sale; and all other terms, provisions and conditions of the original Act of Cash Sale, unless modified herein, shall remain the same,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


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This Second Amendment to Act of Cash Sale has been signed by Seller, at Richland, Louisiana, on the 24 day of June, 2015, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES:

(1) 
Signature
Gary F. Freeland
Printed Name

(2) 
Signature
Fred Scott Franklin, Jr.
Printed Name

SELLER:

GEORGE B. FRANKLIN AND SON, INC.

By: 
Fred Scott Franklin, President


Notary Public

Printed Name: Tammy Jo McNeil

Address: 260 Jackson Way Ln.

City, State, Zip: Oak Grove, La. 71263

LA. State Bar Roll No.: 61383
My commission is for life.


initial

This Second Amendment to Act of Cash Sale has been signed by the State, at Baton Rouge, Louisiana, on the 21 day of September, 2015, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES:

(1) Portia Johnson
Signature

Portia Johnson
Printed Name

(2) Katrina Martin
Signature

Katrina Martin
Printed Name

BUYER / STATE:

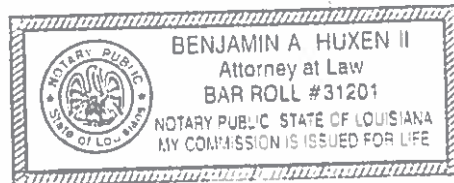
STATE OF LOUISIANA

By: [Signature]
DIVISION OF ADMINISTRATION,
Kristy H. Nichols,
Commissioner of Administration

[Signature]
Notary Public

Printed Name: _____
Address: _____
City, State, Zip: _____
LA. State Bar Roll No.: _____

My commission is for life.



[Signature]
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