

## Exhibit D. Kent Site Deed Report

## ACT OF CASH SALE

OK 518 NO 064  
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 2006 JAN 23 AM 9:21

LANELL S. LAMORY  
 CLERK OF COURT & RECORDER  
 PARISH OF ORLEANS, LOUISIANA

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

**FORMAT CORPORATION**

a New Jersey corporation, herein represented by its undersigned duly  
 authorized officer whose mailing address is declared to be 9 Peach Tree Hill  
 Road, Livingston, New Jersey 07039 (the "Seller");

who declared that for the price of THIRTEEN THOUSAND NINE HUNDRED TWELVE  
 AND NO/100 (\$13,912.00) DOLLARS cash, receipt of which is hereby acknowledged,  
 Seller hereby sells and delivers with full warranty of title and subrogation to all rights and  
 actions of warranty Seller may have unto:

**NAN YA PLASTICS CORPORATION, AMERICA**

a Delaware corporation duly authorized to do business in the State of  
 Louisiana, herein represented by its duly authorized undersigned officer, H. N.  
 Yang, A.V.P., whose mailing address is declared to be 5561 Normandy Road,  
 Batchelor, Louisiana 70715 (the "Buyer"),

the following described property, the possession and delivery of which Buyer acknowledges:

Five certain tracts or parcels of ground, together with all the buildings and  
 improvements thereon, and all of the rights, ways, privileges, servitudes,  
 appurtenances and advantages thereto belonging or in anywise appertaining,  
 being a portion of Lakeside Plantation, situated in Sections 38 and 66,  
 Township 3, South Range 8 East, Southeastern Land District, West of the  
 Mississippi River, Parish of Pointe Coupee, State of Louisiana, which are more  
 particularly described according to a Map Showing the Resubdivision of Tract  
 5 into Tracts 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1 and 5-B-2,  
 made by Cletus Langlois with Patin Engineers and Surveyors, Inc., certified  
 on April 28, 2005, entitled "Final Plat being Tracts 5-A-2 consisting of 0.582  
 acres, more or less, Tract 5-A-6 consisting of 0.873 acres, more or less, Tract  
 5-A-4, consisting of 1.764 acres, more or less and Tract 5-A-5 consisting of  
 1.046 acres, more or less, as is more fully shown according to the aforesaid  
 map, a copy of which is attached hereto.

All parties signing the within instrument have declared themselves to be of full legal  
 capacity and authorized to sign pursuant to corporate by-laws, resolutions and/or delegations.

Seller warrants that the taxes assessed against the property for the year 2004 have been  
 paid. Taxes for the year 2005 will be prorated and paid by Seller.

All agreements and stipulations herein contained and all of the obligations herein  
 assumed shall inure to the benefit of and be binding upon the successors and assigns of the

respective parties, and the Buyer, its successors and assigns, shall have and hold the property in full ownership forever.

This sale may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together, constitute one and the same instrument.

DONE AND SIGNED at Livingston, New Jersey on this 22<sup>ND</sup> day of November, 2005 in the presence of me, Notary Public for the State of New Jersey, County of Essex, and the undersigned competent witnesses who have signed in the presence of the Seller and me, Notary.

## WITNESSES:

Ann H. Ross  
Print Name: ANN H. ROSS

TUNG-TUNG TUNG LEE  
Print Name: TUNG-TUNG TUNG LEE

## FORMAT CORPORATION

By: [Signature]  
Print Name: H. C. Lee

Ann H. Ross  
NOTARY PUBLIC  
Print Name: ANN H. ROSS  
Notary ID: 2038352  
Commission Expires: 12-15-07

ANN H. ROSS  
Notary Public Of New Jersey  
My Commission Expires Dec. 15, 2007

DONE AND SIGNED at <sup>BATCHELOR</sup>~~Baton Rouge~~, Louisiana on this <sup>November (Sun)</sup>~~4<sup>th</sup>~~ day of <sup>OCTOBER (Sat)</sup>~~September~~, 2005

in the presence of me, Notary Public for the State of Louisiana, Parish of <sup>Pointe</sup>~~East Baton Rouge~~, and the undersigned competent witnesses who have signed in the presence of the Buyer and me, Notary.

WITNESSES:

*[Signature]*  
Print Name: TIM TANG

*[Signature]*  
Print Name: CHENHUNG KUO

NAN YA PLASTICS CORPORATION,  
AMERICA

By: *[Signature]*  
Print Name: H. N. YANG

*[Signature]*  
NOTARY PUBLIC  
Print Name: STEPHANIE D. McGEHEE  
Notary ID: 056739  
Commission Expires: at death

**ACT OF CORRECTION**

CB 526143  
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 2006 OCT 31 AM 9:28

**BEFORE** the undersigned Notaries Public in the places and on the dates shown below, and in the presence of the subscribing witnesses, personally appeared:

**FORMAT CORPORATION**

a New Jersey corporation, herein represented by its undersigned duly authorized officer whose mailing address is declared to be 9 Peach Tree Hill Road, Livingston, New Jersey 07039 (the "Seller");

and

**NAN YA PLASTICS CORPORATION, AMERICA**

a Delaware corporation duly authorized to do business in the State of Louisiana, herein represented by its duly authorized undersigned officer, H. N. Yang, A.V.P., whose mailing address is declared to be 5561 Normandy Road, Batchelor, Louisiana 70715 (the "Buyer"),

who acknowledged that by Act of Cash Sale recorded on the 23<sup>rd</sup> day of January, 2006 in the conveyance records of Pointe Coupee Parish, Louisiana in Book 518, No. 064, Seller sold to the Buyer for the price of \$13,912.00 cash certain immovable property situated in Pointe Coupee Parish, Louisiana.

That an error was made in the description of the property sold by Buyer to Seller in that the description in the Act of Cash Sale recited that there were five tracts or parcels of ground together with the buildings and improvements thereon being sold by Seller to Nan Ya. In fact, there were only four tracts or parcels of ground being sold which were the four tracts described in the description, i.e., Tracts 5-A-2, 5-A-6, 5-A-4, and 5-A-5.

That in view of the aforesaid error, the parties desire to correct the property description and substitute the following description for the description contained in the Act of Cash Sale:

Four certain tracts or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereto belonging or in anywise appertaining, being a portion of Lakeside Plantation, situated in Sections 38 and 66, Township 3, South Range 8 East, Southeastern Land District, West of the Mississippi River, Parish of Pointe Coupee, State of Louisiana, which are more particularly described according to a Map Showing the Resubdivision of Tract 5 into Tracts 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1 and 5-B-2, made by Cletus Langlois with Patin Engineers and Surveyors, Inc., certified on April 28, 2005, entitled "Final Plat being Tracts 5-A-2 consisting of 0.582 acres, more or less, Tract 5-A-6 consisting of 0.873 acres, more or less, Tract 5-A-4, consisting of 1.764 acres, more or less and Tract 5-A-5 consisting of 1.046 acres, more or less, as is more fully shown according to the aforesaid map, a copy of which is attached hereto:

Except as corrected herein, the aforesaid Act of Cash Sale shall remain in full force as originally executed and recorded for the benefit of the Buyer, its respective successors and assigns.

This Act of Correction may be executed in any number of counterparts, each of which, when executed and delivered, shall be in an original, but all of which shall together constitute one and the same instrument.

DONE AND SIGNED at Livingston, New Jersey on this 15<sup>th</sup> <sup>August 642</sup> day of July, 2006 in the presence of me, Notary Public for the State of New Jersey, County of Essex, and the undersigned competent witnesses who have signed in the presence of the Seller and me, Notary.

## WITNESSES:

Ann H. Ross  
Print Name: ANN H. ROSS

Tony T. Lee  
Print Name: TONY T. LEE

## FORMAT CORPORATION

By: [Signature]  
Print Name: H. C. Lee

Ann H. Ross  
NOTARY PUBLIC  
Print Name: ANN H. ROSS  
Notary ID 2038352  
Commission Expires 12-15-07

ANN H. ROSS  
Notary Public Of New Jersey  
My Commission Expires Dec. 15, 2007

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

CASH SALE

CB 538 225  
 RECEIVED & FILED  
 2007 DEC 13 PM 3:51  
 LARUE CHANDLER LANEY  
 CLERK OF COURT & RECORDER  
 PARISH OF POINTE COUPEE

BE IT KNOWN, that on this the 16th day of December, 2007, and in the presence of the undersigned Notary Public and the witnesses hereinafter named and undersigned, personally came and appeared:

**FORMAT CORPORATION**, a business corporation, domiciled in the State of New Jersey, whose address is 9 Peach Tree Hill Road, Livingston, New Jersey, 07039, appearing herein through its duly authorized representative, pursuant to a resolution attached hereto,

hereinafter referred to as Seller, who declared that for the price and sum of **One Million Nine Hundred Eighty Three Thousand Eight Hundred Forty Eight and no/100 (\$1,983,848.00) DOLLARS**, receipt of which is acknowledged, Seller sells and delivers, with full warranty of title and with subrogation to all rights and actions of warranty Seller may have against all preceding owner or owners, unto:

**COMPLETE PLANTING AND LIVESTOCK**, a Louisiana business partnership, whose address is P.O. Box 188, Lottie, La. 70756, represented by its partners, Steven W. Kent, II, Jana S. Kent, and Joseph O. Kent, per resolution recorded at Conveyance Book 532, Entry 019 of the records of Pointe Coupee Parish, Louisiana, and

**WILLIAM M. BROWN**, husband of Janine Braud, a resident of the Parish of Ascension, State of Louisiana, whose mailing address is declared to be: 17835 Old Jefferson Highway, Prairieville, LA 70769

hereinafter referred to as Buyers, the following described property, to wit:

1. **Remainder Existing Tract 7**: A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 67 and 39 of Township 3 South, Range 8 East, of said parish and state, and designated as **REMAINDER EXISTING TRACT 7** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said remainder of existing tract 7 being more particularly described as follows: Begin at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit

intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1, which said point of intersection is designated hereinafter as the point of beginning; from said point of beginning proceed S 29 degrees 42 minutes 00 seconds E for 1198.44 feet to a point and corner marked by a concrete monument; from said point proceed S 47 degrees 46 minutes 35 seconds W for 4115.95 feet to a point and corner; thence proceed N 42 degrees 13 minutes 25 seconds W for 517.13 feet; thence proceed N 16 degrees 24 minutes 35 seconds E 1158.99 feet to a point and corner; thence S 41 degrees 34 minutes 36 seconds E for 477.22 feet to a point and corner; thence N 47 degrees 48 minutes 13 seconds E for 400.26 feet; thence N 42 degrees 13 minutes 51 seconds W for 481.70 feet to a point and corner; thence along the south right of way limit of Normandy Lane N 47 degrees 08 minutes 58 seconds E for 223.41 feet; thence along the south right of way limit of Normandy Lane N 46 degrees 18 minutes 14 seconds E for 499.27 feet; thence continuing along said right of way limit N 46 degrees 08 minutes 14 seconds for 1200 feet; thence continuing along said right of way limit N 45 degrees 16 minutes 30 seconds for 100.12 feet, thence continuing along said right of way limit N 48 degrees 08 minutes 14 seconds E for 968.48 feet to the point of beginning. Said tract having an area of 101.845 acres.

**2. Existing Tract 6:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 65, 66 and 39 of Township 3 South, Range 8 East, of said parish and state, and designated as **EXISTING TRACT 6** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said existing tract 6 being more fully described as follow: Commence at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1.; from said point of intersection proceed S 29° 42' 00" E for 1198.44 feet to a point and corner marked by a concrete monument, said point called hereinafter the point of beginning; from said point proceed S 29° 42' 00" E for 1212.05 feet to a point and corner; thence proceed S 47° 46' 35" W for 3853.13 feet to a point and corner thence N 42° 13' 25" W for 1183.21 feet to a point and corner; thence N 47° 46' 35" E for 4115.95 feet to the point of beginning. Said existing tract 6 shown on the aforesaid plat to have an area of 108.231 acres.

3. **Tract 5-A-1:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 66 and 38 of Township 3 South, Range 8 East, of said parish and state, and designated as TRACT 5-A-1 on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 5-A-1 more fully described as follows: Commence at a point along the center line of La. Highway No. 1 where said center line is intersected by an extension of the north right of way limit of that Parish Road known as Normandy Lane. Proceed thence S 48° 08' 14" W along the north right of way limit of Normandy Lane for 1,359.12 feet to a point and corner marked by an ½ inch iron pipe, being designated hereinafter as the point of beginning. From said point of beginning proceed S 48° 08' 14" W for 1086.91 feet to a point and corner; thence S 56° 40' 05" W for 101.12 feet; thence S 48° 08' 14" W for 50.00 feet; thence S 31° 28' 17" W for 97.14 feet; thence N 42° 13' 25" W for 428.65 feet; thence S 16° 43' 27" W for 828.06 feet to a point and corner along the north side of Normandy Lane, where said lane is intersected by the eastern edge of a parish canal; thence S 49° 55' 52" W for 138.17 feet along the northern right of way limit of Normandy Lane as it traverses said parish canal; thence N 17° 00' 49" E for 465.04 feet; thence N 42° 13' 28" W for 933.13 feet to a point and corner; thence S 47° 46' 34" W for 1469.00 feet; thence S 42° 13' 26" for 1177.18 feet to a point and corner on the northern right of way limit of Normandy Lane; thence along said right of way limit S 46° 54' 25" W for 1342.43 feet; thence continuing along said right of way limit S 47° 14' 08" W for 176.32 feet; thence continuing along said right of way limit S 52° 56' 45" W for 100.50 feet; thence continuing along said right of way limit S 47° 14' 07" W for 118.48 feet to a point and corner; thence N 42° 45' 53" W for 155.28 feet to a point and corner; thence S 47° 14' 07" W for 125.73 feet; thence S 16° 53' 50" E for 177.57 feet to a point and corner along the northern right of way limit of Normandy Lane; thence along the northern limit of Normandy Lane S 47° 14' 07" W for 80.50 feet; thence along the northern limit of Normandy Lane S 44° 22' 22" W for 100.13 feet; thence along the northern limit of Normandy Lane S 47° 14' 07" W for 800.00 feet; thence along the northern limit of Normandy Lane S 50° 05' 52" W for 100.13 feet; thence S 14° 14' 07" W for 81.20 feet; thence continuing along said northern right of way limit of Normandy Lane S 47° 28' 19" W for 846.64 feet to the center line of Black Bayou. Proceed thence along the center line of Black Bayou N 28° 05' 20" W for 75.66 feet; thence N 24° 53' 58" W for 69.82 feet; thence N 56° 46' 37" W for



75.11 feet; thence N 56° 46' 37" W for 75.11 feet; thence N 40° 12' 55" W for 23.59 feet; thence N 4° 59' 52" W for 53.39 feet; thence N 14° 57' 33" W for 51.35 feet; thence N 5° 10' 02" W for 106.49 feet; thence N 05° 24' 24" E for 222.48 feet; thence N 18° 43' 21" E for 92.99 feet; thence N 00° 55' 23" W for 195.16 feet; thence N 24° 19' 06" E for 131.81 feet; thence N 13° 17' 30" W for 506.56 feet; thence N 06° 14' 53" W for 364.28 feet; thence N 14° 47' 24" E for 152.94 feet; thence N 04° 45' 46" W for 219.32 feet; thence N 14° 09' 33" W for 452.04 feet; thence N 01° 31' 58" E for 97.85 feet; thence N 51° 13' 15" W for 96.76 feet; thence N 09° 15' 25" W for 693.66 feet to a point along the southern right of way limit of Lee Lane; thence along the southern right of way limit of Lee Lane N 57° 44' 36" E for 4,704.01 feet; thence S 32° 15' 24" E for 105.19 feet; thence N 57° 28' 55" E for 181.43 feet; thence N 57° 28' 55" E for 45.95 feet across the parish canal; thence N 66° 00' 46" E for 101.12 feet; thence N 57° 28' 55" E for 159.05 feet; thence S 42° 13' 36" E for 1,912.82 feet to the point of beginning. Said tract shown on the aforesaid plat to have an area of 314.525 acres.

4. Existing Remainder Tract 8: A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state, and designated as EXISTING REMAINDER TRACT 8 on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said existing remainder tract 8 being more fully described as follow: Commence at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1; from said point of intersection proceed S 29° 42' 00" E for 1,198.44 feet to a point and corner marked by a concrete monument; from said point proceed S 29° 42' 00" E for 1212.05 feet to a point and corner; thence proceed S 47° 46' 35" W for 3853.13 feet to a point and corner, which point is designated hereinafter as the point of beginning. From said point of beginning proceed thence S 47° 46' 35" W for 2970.67 feet to a point and corner; thence N 82° 40' 24" W for 1160.62 feet to a point and corner; thence N 6° 57' 00" W for 1710.65 feet to a point and corner; thence along the southern right of way limit of Normandy Lane N 47° 14' 07" E for 644.61 feet; thence continuing along the southern right of way limit of Normandy Lane N 45° 48' 11" E for 200.06 feet; thence continuing

along the southern right of way limit of Normandy Lane N 47° 14' 06" E for 477.12 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 25" E for 423.34 feet; thence continuing along the southern right of way limit of Normandy Lane N 49° 46' 09" E for 100.12 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 25" E for 500.00 feet; thence continuing along the southern right of way limit of Normandy Lane N 49° 46' 09" E for 100.13 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 24" E for 344.19 feet; thence continuing along the southern right of way limit of Normandy Lane N 47° 07' 52" E for 455.46 feet; thence continuing along the southern right of way limit of Normandy Lane N 51° 34' 23" E for 193.68 feet; thence continuing along the southern right of way limit of Normandy Lane and crossing the parish canal N 38° 33' 12" E for 253.17 feet; thence continuing along the southern right of way limit of Normandy Lane N 47° 08' 58" E for 38.11 feet to a point and corner; thence S 41° 34' 36" E for 39.23 feet; thence S 16° 24' 35" W for 1158.99 feet; thence S 42° 13' 25" W for 1700.34 feet to the point of beginning. Said existing remainder of tract 8 shown on the aforesaid plat to have and area of 179.547 acres.

5. **Tract 9-A-2:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state, and designated as **TRACT 9-A-2** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 9-A-2 being more particularly described as follows: Begin at point where the center line of La. Highway No. 1 is intersected by a line being an extension of the north right of way limit of a roadway known as "Lee Lane Extension"; from said point of intersection proceed S 57 degrees 28 minutes 55 seconds W for 2,086.56 feet to a calculated point at the center line of a parish canal as shown on said plat; proceed thence along the center of said canal N 30 degrees 06 minutes 01 second W for 3,872.07 feet to a point and corner; thence proceeding along the southern right of way limit of La. Highway No. 419, N 63 degrees 54 minutes 21 seconds E for 39.90 feet; thence N 61 degrees 02 minutes 36 seconds E for 100.12 feet; thence N 63 degrees 54 minutes 21 seconds E for 1,238.53 feet to a point and corner; thence S 29 degrees 42 minutes 00 seconds E for 337.05 feet; thence N 63 degrees 54 minutes 21 seconds E for 258.99 feet; thence N 29 degrees 42 minutes 00 seconds W for 128.34 feet; thence N 63 degrees 54 minutes 21

seconds E for 477.54 feet to a point along the center line of La. Highway No. 1; thence S 29 degrees 42 minutes 00 seconds E for 3,432.66 feet to the point of beginning. Said Tract 9-A-2 shown to have an area of 167.245 acres. Tract 9-A-2 includes tracts shown as Existing Tract 9-B RR/RW and Existing Tract 9-C La. Highway 1 RW as shown on the attached Patin plat.

6. Tract 9-A-1: A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state, and designated as TRACT 9-A-1 on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 9-A-1 being more particularly described as follows: Commence at point where the center line of La. Highway No. 1 is intersected by a line being an extension of the north right of way limit of a roadway known as "Lee Lane Extension"; from said point of intersection proceed S 57 degrees 28 minutes 55 seconds W for 2,086.56 feet to a calculated point at the center line of a parish canal as shown on said plat, said point being designated hereinafter as the Point of Beginning; from said point of beginning proceed S 57 degrees 28 minutes 55 seconds W for 73.61 feet; thence N 40 degrees 28 minutes 18 seconds W for 129.52 feet; thence S 49 degrees 31 minutes 42 seconds W for 35.95 feet; thence N 40 degrees 28 minutes 18 seconds W for 3,880.85 feet to a point and corner; thence N 63 degrees 54 minutes 21 seconds E for 573.00 feet; thence N 66 degrees 46 minutes 05 seconds E for 100.12 feet; thence N 63 degrees 54 minutes 21 seconds E for 160.1 feet to a point and corner; proceed thence along the center of the parish canal S 30 degrees 06 minutes 01 second E for 3,872.07 feet to the point of beginning. Said Tract 9-A-1 shown on the aforesaid plat to have an area of 41.852 acres.

The aforescribed six parcels of land together referred to hereinafter as "the property".

The property is sold subject all servitudes, mineral reservations and leases of record, including but not limited to:

- 1 A fifty (50') foot right of way granted to Texas Pacific Railroad Company along the westerly side of Louisiana Highway 1.
- 2 Right of Way Easement dated March 16, 1939, granted by Mrs.

A. B. Wheeler to Pointe Coupee Electric Membership Corporation, recorded in Book O, Entry No. 1891, of the conveyance records of the Parish of Pointe Coupee, State of Louisiana.

- 3 Judgment dated August 8, 1945, in favor of the United States of America for expropriation of easements for the Morganza Floodway, recorded in Book W, Entry No. 1162, of the conveyance records of Pointe Coupee Parish, Louisiana.
- 4 Right of way Deed granted by Marion S. Monk, Jr. to State of Louisiana and the Department of Highways for Louisiana Highway 419 recorded on June 27, 1958, in Book 46, Page 243 of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 5 Right-of-way granted by Marion S. Monk, Jr., et ux to the Parish of Pointe Coupee by act dated March 13, 1968, filed and recorded on April 1, 1968, in Book 77, Entry No. 6, of the conveyance records of Pointe Coupee Parish, Louisiana.
- 6 Servitude for Normandy Lane, including right-of-way Deed dated July 1, 1970, from Marion S. Monk, Jr., et ux to the Pointe Coupee Parish Police Jury, recorded in Book 92, Entry No. 113, of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 7 Right of Way easement dated as of January 25, 1973, granted by Marion S. Monk, et ux to Pointe Coupee Electric Membership Corporation for a fifty five (55) foot servitude adjacent to the Texas and Pacific Railroad right of way and Louisiana Highway 419 recorded in Book 115, Entry No. 117, of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 8 Servitude for drainage granted by John and Drew Grezaffi to the Pointe Coupee Parish Police Jury by act dated November 23, 1976, filed and recorded January 31, 1978, at Conveyance Book 150, Entry No. 25 of the records of Pointe Coupee Parish, Louisiana.
- 9 Servitude for Drainage granted by Mary Wheeler and Marion S. Monk to the Pointe Coupee Parish Police Jury, recorded on January 31, 1978, in Book 150, Entry No. 28, of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 10 A thirty (30') foot pipeline servitude granted to Transcontinental Gas Pipeline Corporation, recorded on June 16, 1983, in Book 249, Entry No. 53, of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 11 A thirty (30') foot pipeline servitude granted to

Transcontinental Gas Pipeline Corporation by stipulated Judgment, recorded on November 2, 1983, in Book 256, Entry No. 19, of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.

- 12 Servitude Agreement from Marion S. Monk, Jr. and Mary Norwood Wheeler Monk to Waterworks District No. 2 of Pointe Coupee Parish for a fifty (50) foot utility servitude recorded on October 16, 1989 in Book 341, page 519 of the aforesaid conveyance records of Pointe Coupee Parish, Louisiana.
- 13 Restriction prohibiting use of property as waste disposal site in sale from Marion S. Monk, Jr., et ux, dated March 15, 1989, filed at Conveyance Book 335, Entry 182 of the records of Pointe Coupee Parish, Louisiana.
- 14 Servitude for water line in favor of Waterworks District #2 of Pointe Coupee Parish, filed at Conveyance Book 341, Entry 143 of the records of Pointe Coupee Parish, Louisiana.
- 15 Restriction prohibiting use of property as waste disposal site in sale from Marion S. Monk, Jr., et ux dated January 11, 1990, filed at Conveyance Book 343, Entry 203 of the records of Pointe Coupee Parish, Louisiana.
- 16 Servitude in favor of Pointe Coupee Electric Membership Corporation filed July 12, 1990 at Conveyance book 348, Entry 85 of the records of Pointe Coupee Parish, Louisiana.
- 17 All servitudes, whether or not reduced to writing, reflected and/or shown on that plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof.

**MINERAL RESERVATION:** Seller reserves one-half (½) of all oil, gas or other fugacious minerals, and further reserves the right to transfer or assign said mineral rights to another party of its choosing. Buyers agree that they will acknowledge the mineral servitude hereby created in favor of Seller, by an authentic act in compliance with Articles 54 and 55 of the Louisiana Mineral Code, with such authentic act to be executed after nine years and six months and before nine years and ten months from the execution of this act of sale. Upon signing of said acknowledgment, Buyers (or future owners of the property sold if the surface

is not owned by Buyers in whole or in part) shall deliver unto seller within ten (10) days of execution thereof for Seller's forwarding for filing by the Clerk of Court in the appropriate records in the Parish. Buyer acknowledges that its obligation to acknowledge the mineral servitude is supported by adequate consideration and is specifically performable and /or subject to being compelled by a court of appropriate jurisdiction. Buyer further agrees that Seller may also recover its damages, attorneys fees, costs, and expense with respect to any claim asserted by it with respect to Buyer's failure, if any, to perform its obligation to acknowledge the mineral servitude. Buyer further agrees and represents that Seller's damages shall be difficult to calculate and that Buyer is liable to Seller for liquidated damages in the sum of \$1,000,000 in the event Buyer fails to perform its obligations with respect to acknowledge the mineral servitude. The acceptance and/or filing in the public record by Seller of the authentic act of acknowledgment of the mineral servitude shall be without prejudice to any interruption of the prescription running on the mineral servitude as otherwise provided by law, including but not limited to interruption resulting from use (i.e. operations or production) or contractual extension. The parties further agree that this paragraph shall run with the property and shall be binding upon and/or inure to the benefit of Seller and Buyer and their successors and/or assigns. Seller understands that a lending institution or institutions may require, in connection with the purchase of the property and the permitted personal residential parcels, a waiver of the right to use the surface of parcels for mineral exploration and development. Seller agrees to such waiver ONLY for any permitted personal residential parcels and the existing servitudes on the Property. Surface operations required to exploit the mineral servitude to be owned by Seller shall be conducted so as to not unreasonably interfere with Buyer's use of the property. Any mineral lease granted by Seller will require the mineral lessee to pay Buyer for all actual damages to Buyer's property resulting from mineral operations. Notwithstanding the aforesaid, Seller's mineral reservation will be limited to oil, gas, and related subsurface minerals and will not include any rights to coal, lignite, or other minerals that would require strip mining or other similar disturbance of the surface of the property.

**WAIVER OF REDHIBITORY VICES AND DEFECTS:** Buyer acknowledges and agrees that the Property is being acquired in an "as is" condition. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, with respect to the state, condition, or merchantability of the Property or any part thereof or with respect to any environmental conditions or issues with respect to the property. By closing the purchase and sale of the property, the Buyer shall be conclusively deemed to have accepted the property in its "as is" condition, and the Buyer hereby releases and discharges Seller, its representatives, successors and assigns, from and against any and all liability, claims of liability, suits, actions, judgments, damages, losses, rights or claims or contribution, and other rights, remedies, and claims of any and every kind or nature whatsoever (collectively "Claims"), now or hereafter arising from or in any way connected with or related to the Property, including but not limited to Claims arising from any existing or future environmental law applicable to the property or any hazardous material or contaminant located on, in, under or in the vicinity of or released or discharged onto or from the property.

**RESTRICTION PROHIBITING RESIDENTIAL DEVELOPMENT:** Buyer agrees that the property will not be developed into any residential or housing

development, although construction of a residence by Joseph O. Kent, Steven W. Kent, II, Jana S. Kent (partners in Complete Planting and Livestock) or William M. Brown for their own personal use is permitted.

**FARM TENANT:** Seller's farm tenant will be allowed to complete the cultivation and harvest of any crop now planted on the property and any rental due will be paid by said Lessee to Seller with no pro-ration or other share paid to Buyer. This provision shall not be considered as any consent to any renewal or reconduction by Seller's farm tenant beyond the harvest of currently planted crops. Buyer acknowledges that Seller has leased a portion of the property to Mr. John Grezaffi for grazing purposes until December 31, 2007, and Buyer will make separate arrangements with Mr. Grezaffi if Buyer requires access to the property prior to December 31, 2007.

**WASTE DISPOSAL:** Seller warrants that, to its knowledge, there has been no discharge, emission, leaking, leaching, disposal, dumping or spilling of any solid waste, hazardous waste, hazardous substance or material, hydrocarbon or other pollutant on the property, except for agricultural chemicals used in farming operations.

**REAL ESTATE TAXES:** Those rentals and insurance premiums acceptable to Buyer, operating expenses and revenues for service contracts and other revenues and obligations assumed by Buyer have been prorated by the parties. Taxes for the year 2007 are \$1,569.77, and will be prorated by the sellers and the buyers as of the date hereof being \$1,449.37 allotted to the sellers and \$120.40 allotted to the buyers. Pursuant to RS 9:2721, the parties agree that buyers will be responsible for payment of the full amount of said 2007 taxes when they become due, and that the address where the property tax notices are to be mailed is designated in the appearance hereinabove.

**CAPACITY:** All persons signing this instrument either as parties or as witnesses have declared themselves to be of full legal capacity. All agreements contained herein shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties.

Thus done and signed by Seller in Livingston, New Jersey, in the presence of the undersigned competent witnesses and Notary Public, on the 10<sup>th</sup> day of December, 2007, after due reading of the whole.

Witnesses:

[Signature]  
Russell Ford

Format Corporation

By:

[Signature]  
H. C. Lee / Vice President

Ann H. Ross  
Notary Public

ANN H. ROSS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 14, 2012

Thus done and signed by Buyers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 3 day of December, 2007, after due reading of the whole.

Witnesses:

[Signature]  
Candace Bueche

Complete Planting and Livestock

By: Steven W. Kent II

By: Jana S. Kent

By: Joseph O. Kent

[Signature]  
James C. Dewey, Notary Public  
La. Bar Roll No. 04919

Thus done and signed by Buyers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 4 day of December, 2007, after due reading of the whole.

Witnesses:

Candace Bueche  
Jenni Andrie

[Signature]  
William M. Brown

[Signature]  
James C. Dewey, Notary Public  
La. Bar Roll No. 04919



## CERTIFICATION

I, ALICE NIGHTINGALE, Secretary of FORMOSA PLASTICS CORPORATION,

LOUISIANA, a Delaware corporation (the "Corporation"), do hereby certify that the following is a true copy of resolutions duly adopted by the Executive Committee of the Board of Directors of the Corporation as of December 6, 2007:

RESOLVED, that Mr. H. C. Lee, Vice President of the Corporation, and Ms. Alice Nightingale, Secretary of the Corporation, each acting alone are hereby authorized, empowered, and directed to sell certain real property owned by the Corporation being known as Tract 5-A-1 having 314.525 acres; Existing Tract 6 having 108.231 acres; Remainder Existing Tract 7 having 101.845 acres; Existing Remainder of Tract 8 having 179.547 acres; Tract 9-A-1 having 41.852 acres; Tract 9-A-2 having 167.245 acres; Existing Tract 9-B having 4.742 acres; and Existing Tract 9-C having 4.733 acres. Said eight tracts of land having a total area of 922.72 acres are located at Batchelor in Pointe Coupee Parish, Louisiana, as shown on Exhibit "A" attached hereto (the "Property") for a consideration of \$1,983,848; and be it further

RESOLVED, that said officers are hereby authorized and empowered to enter into such agreements as may be necessary to carry out the sale of said Property, and such other related documents as are necessary and proper, for and on behalf of the Corporation, including, without limitation, the Cash Sale and Closing Documents, and all other related documents, for the price set forth above and containing such other terms and provisions as deemed appropriate by the said officers in their discretion; and be it further

RESOLVED, that the Corporation assents to, authorizes, certifies and adopts, all action and agreements previously entered into, executed and delivered by officers of the Corporation under the authority of the Vice President and the Secretary, that have as their sole purpose the effectuation of the sale of said Property, including the Purchase Agreement between the Corporation and Complete Planting and Livestock and Mr. William Brown; and be it further

RESOLVED, that these resolutions may be executed in counterparts and shall become effective as of December 6, 2007 when the sole member of the Executive Committee of the Board of Directors of the Corporation has consented hereto in writing.

I DO FURTHER CERTIFY that the resolutions set forth herein are still in full force and effect and have not been revoked, amended or modified in any respect, as of the date hereof.

IN WITNESS WHEREOF, I have caused this Certification to be duly executed and the seal  
of the Corporation to be hereunto affixed on this 10th day of December, 2007.

  
\_\_\_\_\_  
Alice Nightingale

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

## CASH SALE

CO 538 226  
 RECEIVED & FILED  
 2007 DEC 13 PM 3:53  
 LARUE L. WICKLES, JR. LANDRY  
 CLERK OF COURT & RECORDER  
 PARISH OF POINTE COUPEE

BE IT KNOWN, that on this the 14th day of December, 2007, and in the presence of the undersigned Notary Public and the witnesses hereinafter named and undersigned, personally came and appeared:

**NEWRICH INDUSTRIAL CORPORATION, USA**, a Louisiana business corporation, whose address is 404 Pecan Avenue, New Roads, Louisiana 70760, appearing herein through its duly authorized representative, pursuant to a resolution attached hereto,

hereinafter referred to as Seller, who declared that for the price and sum of **Sixty Four Thousand Five Hundred and no/100 (\$64,500.00) DOLLARS**, receipt of which is acknowledged, Seller sells and delivers, with full warranty of title and with subrogation to all rights and actions of warranty Seller may have against all preceding owner or owners, unto:

**COMPLETE PLANTING AND LIVESTOCK**, a Louisiana business partnership, whose address is P.O. Box 188, Lottie, LA. 70756, represented by its partners, Steven W. Kent, II, Jana S. Kent, and Joseph O. Kent, per resolution recorded at Conveyance Book 532, Entry 019 of the records of Pointe Coupee Parish, Louisiana, and

**WILLIAM M. BROWN**, husband of Jarline Braud, a resident of the Parish of Ascension, State of Louisiana, whose mailing address is declared to be: 17835 Old Jefferson Highway, Prairieville, LA 70769

hereinafter referred to as Buyers, the following described property, to wit:

A certain lot or parcel of land, having an area of 30.0 acres, situated in section 65 of Township 3 South, Range 8 East in the Parish of Pointe Coupee, State of Louisiana, which said lot of land is designated as **TRACT 8-A** on a map of survey made by Daryl B. Patin, C. E., dated December 4, 1990, a copy of which plat is filed at map book 5, entry 327 of the official records of Pointe Coupee Parish, Louisiana, which plat is made a part hereof by reference for greater certainty of description. Said Tract 8-A is described more particularly according to said plat as follows: Commence at the intersection of the south property line of Tract 8-Normandy Plantation with the east right of way limits of Normandy Road (Parish Road No. 34), said point being the southwest corner of Tract 8-A and the point of beginning. Proceed from the point of beginning along the right of way of Normandy Road with the following traverse; from point 1, bearing North 0 degrees 50' 40" East, a distance of 162.67 feet to point 2; from point 2 Bearing North 7 degrees 48' 11" East a distance of 166.49 feet to point 3; from point 3 bearing North 0 degrees 39' 16" West a distance of 33.67 feet to point 4; from point 4 bearing North 4 degrees 07' 42" East a distance of 100.01 feet to point 5; from point 5

bearing North 2 degrees 17' 20" W a distance of 100.50 feet to point 6; from point 6 bearing North 28 degrees 08' 09" East a distance of 142.43 feet to point 7; from point 7 bearing North 48 degrees 54' 15" East a distance of 200.06 feet to point 8; from point 8 bearing North 47 degrees 28' 19" East a distance of 619.19 feet to point 9; from point 9 bearing North 45 degrees 11' 55" East a distance of 281.38 feet to point 10; from point 10 bearing North 47 degrees 13' 07" East for 155.39 feet to point 11, being the northeast corner of Tract 8-A; thence from the northeast corner of Tract 8-A south 6 degrees 57' 00" East a distance of 1710.65 feet to the southeast corner of Tract 8-A; thence North 82 degrees 40' 24" West a distance of 1232.84 feet to the point of beginning.

Said Tract 8-A is also shown on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, a copy of which is filed with an act of sale recorded at conveyance book 538 entry 225 of the records of Pointe Coupee Parish, Louisiana.

**MINERAL RESERVATION:** Seller reserves one-half (1/2) of all oil, gas or other fugacious minerals, and further reserves the right to transfer or assign said mineral rights to another party of its choosing. Buyers agree that they will acknowledge the mineral servitude hereby created in favor of Seller, by an authentic act in compliance with Articles 54 and 55 of the Louisiana Mineral Code, with such authentic act to be executed after nine years and six months and before nine years and ten months from the execution of this act of sale. Upon signing of said acknowledgment, Buyers (or future owners of the property sold if the surface is not owned by Buyers in whole or in part) shall deliver unto seller within ten (10) days of execution thereof for Seller's forwarding for filing by the Clerk of Court in the appropriate records in the Parish. Buyer acknowledges that its obligation to acknowledge the mineral servitude is supported by adequate consideration and is specifically performable and /or subject to being compelled by a court of appropriate jurisdiction. Buyer further agrees that Seller may also recover its damages, attorneys fees, costs, and expense with respect to any claim asserted by it with respect to Buyer's failure, if any, to perform its obligation to acknowledge the mineral servitude. Buyer further agrees and represents that Seller's damages shall be difficult to calculate and that Buyer is liable to Seller for liquidated damages in the sum of \$1,000,000 in the event Buyer fails to perform its obligations with respect to acknowledge the mineral servitude. The acceptance and/or filing in the public record by Seller of the authentic act of acknowledgment of the mineral servitude shall be without prejudice to any interruption of the prescription running on the mineral servitude as otherwise provided by law, including but not limited to interruption resulting from use (i.e. operations or production) or contractual extension. The parties further agree that this paragraph shall run with the property and shall be binding upon and/or inure to the benefit of Seller and Buyer and their successors and/or assigns. Seller understands that a lending institution or institutions may require, in connection with the purchase of the property and the permitted personal residential parcels, a waiver of the right to use the surface of parcels for mineral exploration and development. Seller agrees to such waiver ONLY for any permitted personal residential parcels and the existing servitudes on the Property. Surface operations required to exploit the mineral servitude to be owned by Seller shall be conducted

so as to not unreasonably interfere with Buyer's use of the property. Any mineral lease granted by Seller will require the mineral lessee to pay Buyer for all actual damages to Buyer's property resulting from mineral operations. Notwithstanding the aforesaid, Seller's mineral reservation will be limited to oil, gas, and related subsurface minerals and will not include any rights to coal, lignite, or other minerals that would require strip mining or other similar disturbance of the surface of the property.

**WAIVER OF REDHIBITORY VICES AND DEFECTS:** Buyer acknowledges and agrees that the Property is being acquired in an "as is" condition. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, with respect to the state, condition, or merchantability of the Property or any part thereof or with respect to any environmental conditions or issues with respect to the property. By closing the purchase and sale of the property, the Buyer shall be conclusively deemed to have accepted the property in its "as is" condition, and the Buyer hereby releases and discharges Seller, its representatives, successors and assigns, from and against any and all liability, claims of liability, suits, actions, judgments, damages, losses, rights or claims or contribution, and other rights, remedies, and claims of any and every kind or nature whatsoever (collectively "Claims"), now or hereafter arising from or in any way connected with or related to the Property, including but not limited to Claims arising from any existing or future environmental law applicable to the property or any hazardous material or contaminant located on, in, under or in the vicinity of or released or discharged onto or from the property.

**RESTRICTION PROHIBITING RESIDENTIAL DEVELOPMENT:** Buyer agrees that the property will not be developed into any residential or housing development, although construction of a residence by Joseph Kent, Steve Kent, II, Jana Kent (partners in Complete Planting and Livestock) or William Brown for their own personal use is permitted.

**WASTE DISPOSAL:** Seller warrants that, to its knowledge, there has been no discharge, emission, leaking, leaching, disposal, dumping or spilling of any solid waste, hazardous waste, hazardous substance or material, hydrocarbon or other pollutant on the property, except for agricultural chemicals used in farming operations.

**REAL ESTATE TAXES:** Those rentals and insurance premiums acceptable to Buyer, operating expenses and revenues for service contracts and other revenues and obligations assumed by Buyer have been prorated by the parties. Taxes for the year 2007 are \$45.73, and will be prorated by the sellers and the buyers as of the date hereof being \$42.22 allotted to the sellers and \$3.51 allotted to the buyers. Pursuant to RS 9:2721, the parties agree that buyers will be responsible for payment of the full amount of said 2007 taxes when they become due, and that the address where the property tax notices are to be mailed is designated in the appearance hereinabove.

**CAPACITY:** All persons signing this instrument either as parties or as witnesses have declared themselves to be of full legal capacity. All agreements contained herein shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties.

Thus done and signed by Seller through its duly undersigned authorized agent in BATON ROUGE, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 14th day of December, 2007, after due reading of the whole.

Witnesses:

Newrich Industrial Corporation, USA

Patrice W. Slaughter  
Patrice W. Slaughter

Alden L. Andre

By: Alden L. Andre, Authorized Agent

M. C. Barbosa  
M. C. Barbosa

James C. Dewey  
Notary Public  
LA BAR ROLL NO. 12877

Thus done and signed by Buyers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 3 day of December, 2007, after due reading of the whole.

Witnesses:

Complete Planting and Livestock

Patrice W. Slaughter

By: Steven W. Kent, II

Candace Bueche

By: Jana S. Kent

By: Joseph O. Kent

James C. Dewey  
James C. Dewey, Notary Public  
La. Bar Roll No. 04919

Thus done and signed by Buyer in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 4 day of December, 2007, after due reading of the whole.

Witnesses:

Candace Bueche

William M. Brown  
William M. Brown

Jenni Andri

James C. Dewey, Notary Public  
La. Bar Roll No. 04919

## STATE OF LOUISIANA

## PARISH OF POINTE COUPEE

## CASH SALE

CB 538 227  
 RECEIVED & FILED  
 2007 DEC 13 PM 3:55  
 LANCELL SWIHILLER LANDRY  
 CLERK OF COURT & RECORDER  
 PARISH OF POINTE COUPEE

BE IT KNOWN, that on this the 14th day of December, 2007, and in the presence of the undersigned Notary Public and the witnesses hereinafter named and undersigned, personally came and appeared:

**WILLIAM M. BROWN** and **JANINE BRAUD BROWN**, born Braud, husband and wife, residents of the Parish of Ascension, State of Louisiana, whose mailing address is declared to be: 17835 Old Jefferson Highway, Prairieville, LA 70769, the said Janine Braud Brown represented herein by William Mark Brown, per Power of Attorney attached hereto and made a part hereof,

hereinafter referred to as Seller, who declared that for the price and sum of **NINETY-FIVE THOUSAND TWENTY-FOUR THOUSAND AND 50/100 (\$95,024.50) DOLLARS**, receipt of which is acknowledged, Seller sells and delivers, with full warranty of title and with subrogation to all rights and actions of warranty Seller may have against all preceding owner or owners, unto:

**COMPLETE PLANTING AND LIVESTOCK**, a Louisiana business partnership, whose address is P.O. Box 188, Lottie, La. 70756, represented by its partners, Steven W. Kent, II, Jana S. Kent, and Joseph O. Kent, per resolution recorded at Conveyance Book 532, Entry 019 of the records of Pointe Coupee Parish, Louisiana, and

hereinafter referred to as Buyers, the following described property, to wit:

All of their undivided right, title and interest in and to the following described property, to wit:

1. **Remainder Existing Tract 7**: A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 67 and 39 of Township 3 South, Range 8 East, of said parish and state, and designated as **REMAINDER EXISTING TRACT 7** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said remainder of existing tract 7 being more particularly described as follows: Begin at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1, which said point of intersection is designated hereinafter as the point of beginning; from said



point of beginning proceed S 29 degrees 42 minutes 00 seconds E for 1198.44 feet to a point and corner marked by a concrete monument; from said point proceed S 47 degrees 46 minutes 35 seconds W for 4115.95 feet to a point and corner; thence proceed N 42 degrees 13 minutes 25 seconds W for 517.13 feet; thence proceed N 16 degrees 24 minutes 35 seconds E 1158.99 feet to a point and corner; thence S 41 degrees 34 minutes 36 seconds E for 477.22 feet to a point and corner; thence N 47 degrees 48 minutes 13 seconds E for 400.26 feet; thence N 42 degrees 13 minutes 51 seconds W for 481.70 feet to a point and corner; thence along the south right of way limit of Normandy Lane N 47 degrees 08 minutes 58 seconds E for 223.41 feet; thence along the south right of way limit of Normandy Lane N 46 degrees 18 minutes 14 seconds E for 499.27 feet; thence continuing along said right of way limit N 46 degrees 08 minutes 14 seconds for 1200 feet; thence continuing along said right of way limit N 45 degrees 16 minutes 30 seconds for 100.12 feet, thence continuing along said right of way limit N 48 degrees 08 minutes 14 seconds E for 968.48 feet to the point of beginning. Said tract having an area of 101.845 acres.

2. **Existing Tract 6:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 65, 66 and 39 of Township 3 South, Range 8 East, of said parish and state, and designated as **EXISTING TRACT 6** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said existing tract 6 being more fully described as follow: Commence at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1.; from said point of intersection proceed S 29° 42' 00" E for 1198.44 feet to a point and corner marked by a concrete monument, said point called hereinafter the point of beginning; from said point proceed S 29° 42' 00" E for 1212.05 feet to a point and corner; thence proceed S 47° 46' 35" W for 3853.13 feet to a point and corner thence N 42° 13' 25" W for 1183.21 feet to a point and corner; thence N 47° 46' 35" E for 4115.95 feet to the point of beginning. Said existing tract 6 shown on the aforesaid plat to have an area of 108.231 acres.

3. **Tract 5-A-1:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in sections 66 and 38 of Township 3 South, Range 8 East, of said parish and state, and designated as **TRACT 5-A-1** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38

AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 5-A-1 more fully described as follows: Commence at a point along the center line of La. Highway No. 1 where said center line is intersected by an extension of the north right of way limit of that Parish Road known as Normandy Lane. Proceed thence S 48° 08' 14" W along the north right of way limit of Normandy Lane for 1,359.12 feet to a point and corner marked by an 1/2 inch iron pipe, being designated hereinafter as the point of beginning. From said point of beginning proceed S 48° 08' 14" W for 1086.91 feet to a point and corner; thence S 56° 40' 05" W for 101.12 feet; thence S 48° 08' 14" W for 50.00 feet; thence S 31° 28' 17" W for 97.14 feet; thence N 42° 13' 25" W for 428.65 feet; thence S 16° 43' 27" W for 828.06 feet to a point and corner along the north side of Normandy Lane, where said lane is intersected by the eastern edge of a parish canal; thence S 49° 55' 52" W for 138.17 feet along the northern right of way limit of Normandy Lane as it traverses said parish canal; thence N 17° 00' 49" E for 465.04 feet; thence N 42° 13' 28" W for 933.13 feet to a point and corner; thence S 47° 46' 34" W for 1469.00 feet; thence S 42° 13' 26" W for 1177.18 feet to a point and corner on the northern right of way limit of Normandy Lane; thence along said right of way limit S 46° 54' 25" W for 1342.43 feet; thence continuing along said right of way limit S 47° 14' 08" W for 176.32 feet; thence continuing along said right of way limit S 52° 56' 45" W for 100.50 feet; thence continuing along said right of way limit S 47° 14' 07" W for 118.48 feet to a point and corner; thence N 42° 45' 53" W for 155.28 feet to a point and corner; thence S 47° 14' 07" W for 125.73 feet; thence S 16° 53' 50" E for 177.57 feet to a point and corner along the northern right of way limit of Normandy Lane; thence along the northern limit of Normandy Lane S 47° 14' 07" W for 80.50 feet; thence along the northern limit of Normandy Lane S 44° 22' 22" W for 100.13 feet; thence along the northern limit of Normandy Lane S 47° 14' 07" W for 800.00 feet; thence along the northern limit of Normandy Lane S 50° 05' 52" W for 100.13 feet; thence S 14° 14' 07" W for 81.20 feet; thence continuing along said northern right of way limit of Normandy Lane S 47° 28' 19" W for 846.64 feet to the center line of Black Bayou. Proceed thence along the center line of Black Bayou N 28° 05' 20" W for 75.66 feet; thence N 24° 53' 58" W for 69.82 feet; thence N 56° 46' 37" W for 75.11 feet; thence N 56° 46' 37" W for 75.11 feet; thence N 40° 12' 55" W for 23.59 feet; thence N 4° 59' 52" W for 53.39 feet; thence N 14° 57' 33" W for 51.35 feet; thence N 5° 10' 02" W for 106.49 feet; thence N 05° 24' 24" E for 222.48 feet; thence N 18° 43' 21" E for 92.99 feet; thence N 00° 55' 23" W for 195.16 feet; thence N 24° 19' 06" E for 131.81 feet; thence N 13° 17' 30" W for 506.56 feet; thence N 06° 14' 53" W for 364.28 feet; thence N 14° 47' 24" E for 152.94 feet; thence N 04° 45' 46" W for 219.32 feet; thence N 14° 09' 33" W for 452.04 feet; thence N 01° 31' 58" E for 97.85 feet; thence N 51° 13' 15" W for 96.76 feet; thence N 09° 15' 25" W for 693.66 feet to a point along the southern right of way limit of Lee Lane; thence along the southern right of way limit of Lee Lane N 57° 44' 36" E for 4,704.01 feet; thence S 32° 15' 24" E for 105.19 feet; thence N 57° 28' 55" E for 181.43 feet; thence N 57° 28' 55" E for 45.95 feet across the parish canal; thence N 66° 00' 46" E for 101.12 feet; thence N 57° 28' 55" E for 159.05 feet; thence S 42° 13' 36" E for 1,912.82 feet to the point of beginning. Said tract shown on the aforesaid plat to have an area of 314.525 acres.

4. Existing Remainder Tract 8: A certain tract or parcel of land, together

with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state; and designated as **EXISTING REMAINDER TRACT 8** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said existing remainder tract 8 being more fully described as follow: Commence at a point on the southern right of way limit of Normandy Road, also known as parish road no. 34 as shown on said plat, where said right of way limit intersects the western right of way limit of the Texas and Pacific Railroad Company adjacent to Highway No. 1; from said point of intersection proceed S 29° 42' 00" E for 1,198.44 feet to a point and corner marked by a concrete monument; from said point proceed S 29° 42' 00" E for 1212.05 feet to a point and corner; thence proceed S 47° 46' 35" W for 3853.13 feet to a point and corner, which point is designated hereinafter as the point of beginning. From said point of beginning proceed thence S 47° 46' 35" W for 2970.67 feet to a point and corner; thence N 82° 40' 24" W for 1160.62 feet to a point and corner; thence N 6° 57' 00" W for 1710.65 feet to a point and corner; thence along the southern right of way limit of Normandy Lane N 47° 14' 07" E for 644.61 feet; thence continuing along the southern right of way limit of Normandy Lane N 45° 48' 11" E for 200.06 feet; thence continuing along the southern right of way limit of Normandy Lane N 47° 14' 06" E for 477.12 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 25" E for 423.34 feet; thence continuing along the southern right of way limit of Normandy Lane N 49° 46' 09" E for 100.12 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 25" E for 500.00 feet; thence continuing along the southern right of way limit of Normandy Lane N 49° 46' 09" E for 100.13 feet; thence continuing along the southern right of way limit of Normandy Lane N 46° 54' 24" E for 344.19 feet; thence continuing along the southern right of way limit of Normandy Lane N 47° 07' 52" E for 455.46 feet; thence continuing along the southern right of way limit of Normandy Lane N 51° 34' 23" E for 193.68 feet; thence continuing along the southern right of way limit of Normandy Lane and crossing the parish canal N 38° 33' 12" E for 253.17 feet; thence continuing along the southern right of way limit of Normandy Lane N 47° 08' 58" E for 38.11 feet to a point and corner; thence S 41° 34' 36" E for 39.23 feet; thence S 16° 24' 35" W for 1158.99 feet; thence S 42° 13' 25" W for 1700.34 feet to the point of beginning. Said existing remainder of Tract 8 shown on the aforesaid plat to have and area of 179.547 acres.

**5. Tract 9-A-2:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state, and designated as **TRACT 9-A-2** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5

INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 9-A-2 being more particularly described as follows: Begin at point where the center line of La. Highway No. 1 is intersected by a line being an extension of the north right of way limit of a roadway known as "Lee Lane Extension"; from said point of intersection proceed S 57 degrees 28 minutes 55 seconds W for 2,086.56 feet to a calculated point at the center line of a parish canal as shown on said plat; proceed thence along the center of said canal N 30 degrees 06 minutes 01 second W for 3,872.07 feet to a point and corner; thence proceeding along the southern right of way limit of La. Highway No. 419, N 63 degrees 54 minutes 21 seconds E for 39.90 feet; thence N 61 degrees 02 minutes 36 seconds E for 100.12 feet; thence N 63 degrees 54 minutes 21 seconds E for 1,238.53 feet to a point and corner; thence S 29 degrees 42 minutes 00 seconds E for 337.05 feet; thence N 63 degrees 54 minutes 21 seconds E for 258.99 feet; thence N 29 degrees 42 minutes 00 seconds W for 128.34 feet; thence N 63 degrees 54 minutes 21 seconds E for 477.54 feet to a point along the center line of La. Highway No. 1; thence S 29 degrees 42 minutes 00 seconds E for 3,432.66 feet to the point of beginning. Said Tract 9-A-2 shown to have an area of 167.245 acres. Tract 9-A-2 includes tracts shown as Existing Tract 9-B RR/RW and Existing Tract 9-C La. Highway 1 RW as shown on the attached Patin plat.

6. **Tract 9-A-1:** A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being located in section 66 of Township 3 South, Range 8 East, of said parish and state, and designated as **TRACT 9-A-1** on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, entitled "FINAL PLAT SHOWING THE RESUBDIVISION OF TRACT 5 INTO TRACTS 5-A-1, 5-A-2, 5-A-3, 5-A-4, 5-A-5, 5-A-6, 5-B-1, 5-B-2, & REMAINDER OF TRACT 9-A INTO TRACTS 9-A-1 & 9-A-2, BEING A PORTION OF LAKESIDE PLANTATION LOCATED IN SECTIONS 38 AND 66, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER, PARISH OF POINTE COUPEE, STATE OF LOUISIANA FOR FORMAT CORPORATION, a copy of which plat is attached hereto and made a part hereof for greater certainty of description. Said Tract 9-A-1 being more particularly described as follows: Commence at point where the center line of La. Highway No. 1 is intersected by a line being an extension of the north right of way limit of a roadway known as "Lee Lane Extension"; from said point of intersection proceed S 57 degrees 28 minutes 55 seconds W for 2,086.56 feet to a calculated point at the center line of a parish canal as shown on said plat, said point being designated hereinafter as the Point of Beginning; from said point of beginning proceed S 57 degrees 28 minutes 55 seconds W for 73.61 feet; thence N 40 degrees 28 minutes 18 seconds W for 129.52 feet; thence S 49 degrees 31 minutes 42 seconds W for 35.95 feet; thence N 40 degrees 28 minutes 18 seconds W for 3,880.85 feet to a point and corner; thence N 63 degrees 54 minutes 21 seconds E for 573.00 feet; thence N 66 degrees 46 minutes 05 seconds E for 100.12 feet; thence N 63 degrees 54 minutes 21 seconds E for 160.1 feet to a point and corner;

proceed thence along the center of the parish canal S 30 degrees 06 minutes 01 second E for 3,872.07 feet to the point of beginning. Said Tract 9-A-1 shown on the aforesaid plat to have an area of 41.852 acres.

7. **Tract 8-A:** A certain lot or parcel of land, having an area of 30.0 acres, situated in section 65 of Township 3 South, Range 8 East in the Parish of Pointe Coupee, State of Louisiana, which said lot of land is designated as **TRACT 8-A** on a map of survey made by Daryl B. Patin, C. E., dated December 4, 1990, a copy of which plat is filed at map book 5, entry 327 of the official records of Pointe Coupee Parish, Louisiana, which plat is made a part hereof by reference for greater certainty of description. Said Tract 8-A is described more particularly according to said plat as follows: Commence at the intersection of the south property line of Tract 8-Normandy Plantation with the east right of way limits of Normandy Road (Parish Road No. 34), said point being the southwest corner of Tract 8-A and the point of beginning. Proceed from the point of beginning along the right of way of Normandy Road with the following traverse; from point 1, bearing North 0 degrees 50' 40" East, a distance of 162.67 feet to point 2; from point 2 bearing North 7 degrees 48' 11" East a distance of 166.49 feet to point 3; from point 3 bearing North 0 degrees 39' 16" West a distance of 33.67 feet to point 4; from point 4 bearing North 4 degrees 07' 42" East a distance of 100.01 feet to point 5; from point 5 bearing North 2 degrees 17' 20" W a distance of 100.50 feet to point 6; from point 6 bearing North 28 degrees 08' 09" East a distance of 142.43 feet to point 7; from point 7 bearing North 48 degrees 54' 15" East a distance of 200.06 feet to point 8; from point 8 bearing North 47 degrees 28' 19" East a distance of 619.19 feet to point 9; from point 9 bearing North 45 degrees 11' 55" East a distance of 281.38 feet to point 10; from point 10 bearing North 47 degrees 13' 07" East for 155.39 feet to point 11, being the northeast corner of Tract 8-A; thence from the northeast corner of Tract 8-A south 6 degrees 57' 00" East a distance of 1710.65 feet to the southeast corner of Tract 8-A; thence North 82 degrees 40' 24" West a distance of 1232.84 feet to the point of beginning.

Said Tract 8-A is also shown on a plat of survey made by Patin Engineers and Surveyors, Inc. dated February 17, 2005, as revised March 3, 2005, April 25, 2005 and December 14, 2005, a copy of which is filed with an act of sale recorded at conveyance book 538, entry 225 of the records of Pointe Coupee Parish, Louisiana.

**REAL ESTATE TAXES:** Those rentals and insurance premiums acceptable to Buyer, operating expenses and revenues for service contracts and other revenues and obligations assumed by Buyer have been prorated by the parties. Property taxes for 2007 shall be paid by buyers. Pursuant to RS 9:2721, the parties agree that buyers will be responsible for payment of the full amount of said 2007 taxes when they become due, and that the address where the property tax notices are to be mailed is designated in the appearance hereinabove.

**CAPACITY:** All persons signing this instrument either as parties or as witnesses have declared themselves to be of full legal capacity. All agreements contained herein shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties.

Thus done and signed by Sellers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 4th day of December, 2007, after due reading of the whole.

Witnesses:

Candace Buede

Jenni Andrie

William M. Brown  
William M. Brown

Janine Braud Brown  
Janine Braud Brown

James C. Dewey, Notary Public  
La. Bar Roll No. 04919

Thus done and signed by Buyers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 3 day of December, 2007, after due reading of the whole.

Witnesses:

Candace Buede

Complete Planting and Livestock

Steven W. Kent, II  
By: Steven W. Kent, II

Jana S. Kent  
By: Jana S. Kent

Joseph O. Kent  
By: Joseph O. Kent

James C. Dewey, Notary Public  
La. Bar Roll No. 04919

**ACT OF CORRECTION**

CB-557-210  
 RECEIVED & FILED  
 2009 OCT -8 AM 8:38  
 LANELL SWANDELL LAMORY  
 CLERK OF COURT & RECORDER  
 PARISH OF POINTE COUPEE

**STATE OF LOUISIANA****PARISH OF POINTE COUPEE**

On this 17th day of September, 2009 before me, James C. Dewey, a  
 Notary Public in for the aforesaid State and Parish, personally came and appeared:

**COMPLETE PLANTING AND LIVESTOCK**

a Louisiana business partnership represented by its partners, Steven W. Kent, II, Joseph O. Kent and Jana S. Kent, whose mailing address is declared to be \_\_\_\_\_, New Roads, Louisiana 70760; and

**WILLIAM BROWN**

a resident of Pointe Coupee Parish, Louisiana, whose mailing address is declared to be \_\_\_\_\_, New Roads, Louisiana

(hereinafter referred to as the "Buyers")

who acknowledged and declared that:

By Act of Cash Sale dated November 10, 2007 that was recorded on the 10<sup>th</sup> day of December, 2007 in Conveyance Book 538, Entry No. 225 of the conveyance records of Pointe Coupee Parish, Louisiana. The Buyers purchased from Format Corporation, a business corporation domiciled in the State of New Jersey, whose address is 9 Peach Tree Hill Road, Livingston, New Jersey 07039 the "Property" described in the aforesaid Cash Sale, which is more particularly described on a map made by Patin Engineers and Surveyors, Inc. ("PESI") dated February 17, 2005 for Format Corporation recorded on the 13<sup>th</sup> day of December, 2007 in Map Book 6, Entry No. 1066 of the conveyance records of Pointe Coupee Parish, Louisiana (the "Survey Map").

The purchase price of the Property described in the aforesaid Cash Sale was One Million Nine Hundred Eighty-three Thousand Eight Hundred Forty-Eight and No/100 (\$1,983,848.00) Dollars, receipt of which was acknowledged. The Sale represented that Format Corporation sold and delivered with full warranty of title and with subrogation to all rights and actions of warranty that said Seller may have against all preceding owner or owners unto the Buyers.

It is acknowledged that said sale was made pursuant to an agreement that Format Corporation reached with Complete Planting and William Brown (the "Buyers") to sell all of its remaining property in Pointe Coupee Parish to the Buyers.

It has since been discovered that a Tract that was owned by Format that should have been included in the Sale was inadvertently omitted. That Tract was purchased by Format from Marion Monk Jr. and his wife, Mary Norwood Monk, and is designated as Tract 9-D on the Survey Map, which includes all of the La. Hwy. 419 right of way to the center line thereof, just as existing Tract 9-B, includes all of the La. Highway 1 right of way to the centerline thereof.

In order to correct this error and in exchange for the execution of the following relinquishment by Buyers, Format Corporation hereby delivers with full warranty of title and subrogation to all rights and actions of warranty Format may have to the Buyers of the aforesaid Existing Tract 9-D to the centerline of La. Highway 419 consisting of 2.3 acres to the Buyers.

It was also realized that the Cash Sale of the Property included the Existing Well Site Lot of P. C. Water District No. 2, shown on the Survey Map containing 0.999 acres and that this site was leased to the District for 50 years. In connection therewith, the Buyers also relinquish any claim they may have to the Water Well Site of P. C. Water District No. 2 shown on the Survey Map as containing 0.999 acre.

Buyers discharge Format from any further liability in connection with this Act of Correction and Format discharges Buyers from any liability herewith.

All persons have declared themselves to be of full legal capacity. All agreements contained herein shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties.

This correction may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together, constitute one and the same instrument.



**THUS DONE AND SIGNED** by Buyers in New Roads, Louisiana, in the presence of the undersigned competent witnesses and Notary Public, on the 17th day of September 2009, after due reading of the whole.

**WITNESSES:**

Megan N. Chutz  
Print Name: Megan N. Chutz

Candace Bueche  
Print Name: Candace Bueche

**COMPLETE PLANTING AND LIVESTOCK**

By: Steven W. Kent, II

Jana S. Kent  
By: Jana S. Kent

Joseph O. Kent  
By: Joseph O. Kent

William Brown  
William Brown

**NOTARY PUBLIC**

Printed Name: James C. Dewey  
La. Bar Roll No. 04919

THUS DONE AND SIGNED by Seller in Livingston, New Jersey, in the presence of the undersigned competent witnesses and Notary Public for the State of New Jersey, County of Essex, on the 29TH day of SEPTEMBER 2009, after due reading of the whole.

## WITNESSES:

[Signature]  
Print Name: TOMY T. LEE

## FORMAT CORPORATION

[Signature]  
By: H. C. LEE / VICE PRESIDENT

[Signature]  
Print Name: Russell Kaeth

Paula Ellementuch  
NOTARY PUBLIC  
Printed Name: PAULA ELLEMENTUCH  
Bar Roll No. \_\_\_\_\_

PAULA ELLEMENTUCH  
Notary Public of New Jersey  
My Commission Expires May 30, 2011