

Exhibit E. New Roads Industrial Park Property Deed Report

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

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TRANSFER OF REAL PROPERTY
IN EXCHANGE FOR
LIMITED LIABILITY COMPANY INTEREST

JAMES H. LORLANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

BE IT KNOWN, that on the days and dates below written, before the undersigned Notaries Public, duly commissioned and qualified in accordance with law, and in the presence of the undersigned witnesses, personally came and appeared:

Charlene Major Summers, born Major, a person of the full age of majority, married but once and then to S. W. Summers with whom she lives and resides in St. Francois County, Missouri; Mailing address: 4782 Quail Run Road, Farmington, MO 63640, and Social Security No. 439-72-1428;

Gretchen Major Allen, born Major, (formerly known as Gretchen Theresa Major Skipsey), a person of the full age of majority, married three times, first to Thomas Skipsey from whom she is divorced, secondly to David D. Moss, who is now deceased, and third to E. Larry Allen, with whom she lives and resides in East Baton Rouge Parish, Louisiana; Mailing address: 4551 Bluebell Drive, Baton Rouge, Louisiana 70808, and Social Security No. 435-96-6271;

Albia Jean Baptiste P. Major, Jr., a person of the full age of majority, married but once and then to Linda Fox Major, born Fox, with whom he lives and resides in Faulkner County, Arkansas; Mailing address: 1830 Duncan, Conway, Arkansas 72032, and Social Security No. 437-66-6599;

Jane Major Smith, born Major, (formerly known as Jane Major Hyde) a person of the full age of majority, married twice, first to John L. Hyde from whom she is divorced, and secondly to James Smith, with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: No. 11, Pobblestone, Lafayette, LA 70508, and Social Security No. 435-86-2876;

Van Pierre Major, a person of the full age of majority, married twice, first to Catherine Maillet Major, born Maillet, from whom he is divorced, and second to Angela Hill Major, born Hill, with whom he lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 1005 East Main Street, New Roads, Louisiana 70760, and Social Security No. 435-86-3451;

Marguerite Major Smith, born Major, a person of the full age of majority, married but once and then to J. O. Smith, Jr., with whom she lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 331 Fairfield Avenue, New Roads, Louisiana 70760, and Social Security No. 435-86-2872; and

Rebecca Hilda Major Berthelot, born Major, (formerly known as Rebecca Major Landreneau), a person of the full age of majority, married twice, first to Rodney Landreneaux from whom she is divorced, and second to Barry Berthelot with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: 103 Plainfield Circle, Lafayette, Louisiana 70503, and Social Security No. 435-86-3452;

hereinafter sometimes referred to as "Transferor,"

who declared that for the consideration and upon the terms and conditions hereinafter expressed, Transferor has bargained, sold and exchanged, and does by these presents grant, bargain, sell, exchange, assign, transfer, deliver and abandon and set over under all lawful warranties against all preceding owners and vendors, unto:

Poydras Overseas, L.L.C., a limited liability company organized under the laws of the State of Louisiana with its principal place of business in Pointe Coupee Parish, Louisiana, represented herein by its undersigned Members; Mailing address: 111 West Main St., New Roads, LA 70760, hereinafter sometimes referred to as "Transferee,"

here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and with all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in Section 47, Township 4 South, Range 10 East, of Pointe Coupee Parish, Louisiana, containing 65.681 acres, and shown and designated as TRACT I-A-2 on a plat of survey by Joseph Garrett, Registered Land Surveyor, dated January 27, 1992, a copy of which is attached hereto and made a part hereof by reference for greater certainty of description. Said TRACT I-A-2 is more particularly described according to said survey as follows:

Begin on the southerly railroad right-of-way limits shown on said survey at the point common to the northwest corner of property belonging to Halliburton, Inc. (and the northeast corner of said TRACT 1-A-2); thence run South 33° 13' 00" East a distance of 1,298.08 feet to the centerline of the Portage Canal; thence run along the centerline of the Portage Canal South 47° 55' 06" West a distance of 1,727.66 feet; thence run North 33° 13' 19" West a distance of 1,850.44 feet; thence run North 60° 03' 41" East a distance of 273.09 feet; thence run North 57° 21' 59" East a distance of 1,156.34 feet to the southerly railroad right-of-way limits shown on said survey; thence run along the said southerly railroad right-of-way limits South 80° 18' 00" East a distance of 379.97 feet back to the point of beginning.

Being a portion of the same property acquired by Marguerite Laborde Major LeBlanc in the manner and particulars set forth in the Judgment of Possession in the Succession of Albin J. Major, bearing No. 10,479 on the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana, dated, filed and recorded February 12, 1973, at Conveyance Book 108, Entry No. 180, and in the Act of Partition by and between Olivier Major, et al filed and recorded on January 18, 1974, at Conveyance Book 114, Entry No. 45, both of the records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT from the hereinabove described property and reserved to Transferors are all of the oil, gas and other minerals and mineral rights in, on, under and that may be produced from the hereinabove described property; it being agreed and understood that an interruption of prescription resulting from unit operations or production shall extend to the entirety of the tract burdened by the mineral servitude herein established regardless of the location of the well or of whether all or only part of the tract is included in the unit.

TO HAVE AND TO HOLD said property unto Transferee, its successors and assigns forever.

This present transfer and conveyance is made and accepted by the Transferee as a capital contribution from Transferor in exchange for the following capital interests in Transferee:

<u>Transferor</u>	<u>Capital Interest</u>
Charlene Major Summers	1/7th
Gretchen Major Allica	1/7th
Albin J. Bte. P. Major, Jr.	1/7th
Jane Major Hyde	1/7th
Van Pierre Major	1/7th
Marguerite Major Smith	1/7th
Rebecca Hilda Major	1/7th

The issuance and receipt of said Capital Interest is hereby acknowledged by each said Transferor.

All of the agreements and stipulations herein contained and all of the obligations herein assumed shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

No title opinion was requested of, or furnished by, the undersigned Notary, and the parties hereto hereby relieve and exonerate said Notary from any and all liability for any and all claims which may arise in connection with the validity or merchantability thereof. The parties hereto also acknowledge that the property description used in preparing this act was taken from a description provided and accepted by them.

THUS DONE AND PASSED on this 2nd day of October, 2000, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris D. Bueling
Van Pierre Major
Marguerite Major Smith

[Signature]
 NOTARY PUBLIC
 - 2 -

THIS DONE AND PASSED on this 12th day of September, 2000, at my office in the City of FARMINGTON, ST. FRANCOIS Parish/County, State of MISSOURI, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Jimmy L. Churchill

Charlene Major Summers
Charlene Major Summers

Rita Lee

Terry L. Welch

NOTARY PUBLIC
My Commission Expires July 25 2001
Terry L. Welch
Notary Public-Notary Seal
State of Missouri
St. Francois County
My Commission Exp. 07/25/2001

THIS DONE AND PASSED on this 2nd day of October, 2000, at my office in the City of New Roads, Poince Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris R. Burleigh

Gretchen Major Allen
Gretchen Major Allen

Cynthia Rose Jordan

Terry L. Welch
NOTARY PUBLIC

THIS DONE AND PASSED on this 18th day of August, 2000, at my office in the City of Conway, Faulkner County, State of Arkansas, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Rebecca S. Thomas

Albin Jean Baptiste P. Major, Jr.
Albin Jean Baptiste P. Major, Jr.

Jerry Ross

Albin Jean Baptiste P. Major, Jr.
NOTARY PUBLIC
My Commission Expires 8-21-2008

25579. State of Louisiana, parish of Pointe Coupee.

Be it known that on this 25th day of July, 1908, before me, Hewitt Bouanchaud, a notary public in and for the parish, in said State, duly commissioned and qualified, and in the presence of the witnesses whose names are hereinafter mentioned and hereunto subscribed, personally came and appeared John H. Glanton, a resident of the parish of Pointe Coupee; and the said appearer declared that he does by these presents grant, sell, and deliver unto the Portage Drainage District of the Parish of Pointe Coupee, State

of Louisiana, a corporation created and existing under the laws of the State of Louisiana and herein represented by its President, Joseph Lejeune, here present accepting this act for the said Portage Drainage District, a certain right of way one hundred feet in width, over and across grantor's property hereinafter described, said right of way to extend fifty feet on either side of the center of the drainage canal now being constructed or to be constructed by the said Portage Drainage District, across the following described property, to-wit: - A certain tract of land known as the Roy Place, having two opposite fronts by a depth of fifty arpents, bounded on the south by False River, on the east by land of Cleo & Adrien Patin, and west by land of Joseph Lejeune.

2nd: - A certain tract of land known as the Lenglois Tract, having one arpent front on False River, & having a depth of fifty arpents; bounded south by False River, east by land of John Yoist, and west by land of Octave Lenglois.

To have and to hold the said property, or right of way, unto the said Portage Drainage District, its successors and assigns forever. This conveyance is made and accepted for and in consideration of the price and sum of one dollar cash in hand paid unto the said grantor by the said Portage Drainage District, the receipt of which is hereby acknowledged for the further consideration of the great advantages to accrue to the said grantor and the said property by the construction of a drainage canal by the said Portage Drainage District of the Parish of Pointe Coupee, through the said property of said grantor. Done and passed in the Parish of Pointe Coupee, on the date herein first above written, in the presence of J. Norman Falconer and J. Wade Bouanchaud, competent witnesses who have signed these presents together with the said appearer and me, notary, after due reading of the whole. Signed: John H. Glanton, Jos. Lejeune, President Portage Drainage District. Hewitt Bouanchaud, Notary Public.

Witnesses:

J. N. Falconer
J. W. Bouanchaud.

Truly recorded August 16th, 1909.

J. H. Jewell
Deputy Clerk of Court.

25580 State of Louisiana, Parish of Pointe Coupee.

Be it known that on this 27th day of July, 1908, before me, Hewitt Bouanchaud a notary public, in and for the said parish in said State, duly commissioned and qualified and in the presence of the witnesses whose names are hereinafter mentioned and hereunto subscribed, personally came and appeared Albin Major, a resident of the Parish of Pointe Coupee; and the said appearer declared that he does by these presents grant, sell and deliver unto the Portage Drainage District of the Parish of Pointe Coupee, State of Louisiana, a corporation created and existing under the laws of the State of Louisiana, and herein represented by its President, Joseph Lejeune, here present and accepting this act for the said Portage Drainage District, a certain right of way one hundred feet in width, over and across grantor's property hereinafter described, said right of way to extend fifty feet on either side of the center of the drainage canal now being constructed or to be constructed by the said Portage Drainage District across the following described land, of the present vendor, to-wit: - A certain tract of land situated on False River in the Parish of Pointe Coupee, known as the Poydras Place, and designated on the maps of the United States Surveys as all of sections forty five forty six forty seven and part of forty four, described as follows: Commencing at the north west corner of section forty four, thence north thirty six degrees, twenty three minutes east, sixteen $\frac{4}{100}$ chains to a south twenty two degrees, fifty five minutes, east, one hundred and fifteen $\frac{75}{100}$ chains, to an iron post on False River thence along the meanderings of False River, to the south west corner of section forty four, thence north on the section line between sections forty four and forty five to the north west corner of section forty four being the point of beginning, all in township four, range ten east, comprising Poydras Plantation and containing five hundred and ninety six acres, more or less.

To have and to hold the said property, or right of way, unto the said Portage Drainage District, its successors and assigns forever. This conveyance is made and accepted for and in consideration of the price and sum of one dollar, cash in hand paid unto the said grantor by the said Portage Drainage District, the receipt of which is hereby acknowledged; and for the further consideration of the great advantages to accrue to the said grantor and the said property by the construction of a drainage canal by the said Portage District of the Parish of Pointe Coupee, through the said property of said grantor.

Done and passed in the Parish of Pointe Coupee, on the date herein first above written, in the presence of J. Norman Falconer, and J. Wade Bouanchaud, competent witnesses who have signed these presents together with the said appearer and me, notary, after due reading of the whole.

Witnesses: J. N. Falconer,
J. W. Bouanchaud.

Signed: Albin Major,
Jos. Lejeune Pres. Portage Drainage District.
Hewitt Bouanchaud, Notary Public.

Truly recorded August 16th, 1909.

J. H. Jewell
Deputy Clerk of Court.

STATE OF LOUISIANA

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PARISH OF POINTE COUPEE

**AUTHORIZATION TO ACT FOR
POYDRAS OVERSEAS, L.L.C.**

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LANELLE SWINDELL LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

BE IT KNOWN, that on the days and dates below written before the undersigned Notaries Public, duly commissioned and qualified in accordance with law, and in the presence of the undersigned witnesses, personally came and appeared:

Charlene Major Summers, born Major, a person of the full age of majority, married but once and then to S. W. Summers with whom she lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 235 Fairfield Avenue, New Roads, LA 70760;

Gretchen Major Allen, born Major, (formerly known as Gretchen Theresa Major Skipsey), a person of the full age of majority, married three times, first to Thomas Skipsey from whom she is divorced, secondly to David D. Moss, who is now deceased, and third to E. Larry Allen, with whom she lives and resides in East Baton Rouge Parish, Louisiana; Mailing address: 4551 Bluebell Drive, Baton Rouge, Louisiana 70808;

Albin Jean Baptiste P. Major, Jr., a person of the full age of majority, married but once and then to Linda Fox Major, born Fox, with whom he lives and resides in Cleburne County, Arkansas; Mailing address: 447 Cadron, Quitman, Arkansas 72131;

Marguerite Major Smith, born Major, a person of the full age of majority, married but once and then to J. O. Smith, Jr., with whom she lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 331 Fairfield Avenue, New Roads, Louisiana 70760; and

Van Pierre Major, a person of the full age of majority, married twice, first to Catherine Maillet Major, born Maillet, from whom he is divorced, and second to Angela Hill Major, born Hill, with whom he lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 1005 East Main Street, New Roads, Louisiana 70760;

Jane Major Smith, born Major, (formerly known as Jane Major Hyde) a person of the full age of majority, married twice, first to John L. Hyde from whom she is divorced, and secondly to James Smith, with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: No. 11, Pebblestone, Lafayette, LA 70508;

Rebecca Hilda Major Berthelot, born Major, (formerly known as Rebecca Major Landreneau), a person of the full age of majority, married twice, first to Rodney Landreneau from whom she is divorced, and second to Barry Berthelot with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: 103 Plainfield Circle, Lafayette, Louisiana 70503;

who, after being duly sworn, did acknowledge and declare that they are all of the members of **Poydras Overseas, L.L.C.** (the "Company"), a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State; that they have appointed they have appointed themselves, namely, **Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith and Rebecca Hilda Major Berthelot**, as Managers of the Company; and, as such, they are authorized and empowered to act for and in the name of the Company to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Authorization, the Operating Agreement or the Louisiana Limited Liability Company Act (LSA R.S. 13:1301, et seq.).

Without limiting the generality of the foregoing, any one Manager shall have the full power and authority, on behalf of the Company to do any of the following:

1. To open all letters of correspondence addressed to the Company and to answer the same;
2. To make, sign and endorse checks and drafts on behalf of the Company and to draw money out of any bank where the same may have been deposited in the name, or for the account of, the Company; to deposit drafts, bills of exchange, acceptances, checks and notes or other obligations payable to the Company in any bank and withdraw the same or the proceeds thereof, at pleasure, by check, draft or otherwise;
3. To purchase liability and other insurance to protect the Company's property and business;
4. To hold and own any Company real and/or personal properties in the name of the Company;
5. To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;
6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds;
7. To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as he or she may approve;
8. To execute on behalf of the Company all instruments and documents to accomplish any of the foregoing; and
9. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business, except where the consent or concurrence of more than one Manager is required.

Notwithstanding the foregoing, the concurrence or written consent of a majority of the Managers shall be required to perform any of the following on behalf of the Company:

1. To acquire property from any Person as they may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;
2. To sell or otherwise dispose of all or any part of the Company's assets in the ordinary course of the Company's business;
3. To lease, let or hire all or any part of the real and personal property belonging to the Company;
4. To make and execute oil, gas and mineral leases, and other contracts, including unitization and pooling agreements, for the exploration and development of oil, gas, and other minerals, or any of them, in, on and under any property or mineral interest pertaining to any property the Company now owns or might hereafter acquire on such terms and conditions as the Manager shall deem proper in his sole and uncontrolled discretion, and to receive and receipt for the bonuses, rents and proceeds thereof as the same shall fall due; to make and execute mineral and royalty deeds either selling or buying minerals and/or mineral rights; and to do and perform any and all acts for the full execution of the purposes aforesaid;
5. To borrow money for the Company from banks, other lending institutions, the Manager(s), Members, or affiliates of the Manager(s) or Members on such terms as the Manager(s) deem appropriate, and, in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager(s), or to the extent permitted under the Louisiana Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager(s); and
6. To execute on behalf of the Company all instruments and documents to accomplish any of the foregoing, including, without limitation: notes and other negotiable instruments;

mortgages, or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Manager(s), to the business of the Company.

Also notwithstanding the foregoing, the concurrence or written consent of Members holding at least two-thirds of all Capital interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as that disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business.

The said Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith and Rebecca Hilda Major Berthelot are each individually authorized to sign all documents, of every kind whatsoever, for and in the name of the Company, and to take all such actions in its name as may, in her or his sole and exclusive judgment, be necessary to accomplish the authority expressed above.

Any person dealing with Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith or Rebecca Hilda Major Berthelot may assume that the authority conferred upon her or him by this document is still in full force and effect unless and until there is recorded in the conveyance records of Pointe Coupee Parish, Louisiana, an express revocation of such authority.

Apparers further declared and agreed that this instrument may be signed in any number of counterparts; that, when executed by all of them, the counterparts shall constitute a single instrument and shall be binding on all of the parties hereto; and that the signature pages of each counterpart may be combined with the body of any one counterpart to form a single instrument for filing purposes.

Apparers further declared that any and all actions taken by any previously named Manager or by any one or more of the herein named Managers acting on behalf of the Company are hereby approved, confirmed and ratified and are adopted as act of the Company.

THUS DONE AND PASSED on this 29th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

[Signature]

Charlene Major Summers
Charlene Major Summers

[Signature]

Albin Jean Baptiste P. Major, Jr.
Albin Jean Baptiste P. Major, Jr.

Marguerite Major Smith
Marguerite Major Smith

[Signature]
NOTARY PUBLIC
Ralph B. Chustz
(Bar Roll No. 4141)

THUS DONE AND PASSED on this 29th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris R. Burleigh Gretchen Major Allen
Andrea Lou Fowler Gretchen Major Allen

[Signature]
NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)

THUS DONE AND PASSED on this 1st day of October, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris R. Burleigh Van F. Major
Andrea Lou Fowler Van Pierre Major

[Signature]
NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)

THUS DONE AND PASSED on this 30th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris R. Burleigh Jane Major Smith
Andrea Lou Fowler Jane Major Smith

[Signature]
NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)


THUS DONE AND PASSED on this 30th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a duc reading of the whole..

WITNESSES:

Chris X Burleigh

Rebecca Hilda Major Berthelot
Rebecca Hilda Major Berthelot

Charles Spudler


NOTARY PUBLIC
Print Name: Ralph B. Chutz
(License / Bar Roll No. 4141)

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 LAHELL SCHUBLER LANDRY
 CLERK OF COURT & RECORDER
 PARISH OF POINTE COUPEE

**CASH SALE
 FROM**

Grasshopper Manufacturing
 Company

TO

Poydras Farms, L.L.C.

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN, that on the day and date below written, before me, the undersigned Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

Grasshopper Manufacturing Company, a corporation organized under the laws of the State of Louisiana with its registered office in Orleans Parish, represented herein by its duly authorized undersigned officer, pursuant to the Unanimous Consent of its shareholders and directors attached hereto and made a part hereof; Mailing address: Suite 2750, 650 Poydras St., New Orleans, LA 70130, hereinafter referred to as Vendor,

who declared that for the consideration and upon the terms and conditions hereinafter expressed, said Vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto:

Poydras Farms, L.L.C., a limited liability company organized under the laws of the State of Louisiana with its principal place of business in Pointe Coupee Parish, Louisiana, represented herein by its duly authorized undersigned Managers pursuant to the Authorization filed and recorded on October 5, 2004, in Conveyance Book 504, Entry No. 065, of the records of Pointe Coupee Parish, Louisiana; Mailing address: 111 West Main St., New Roads, LA 70760, hereinafter referred to as Purchaser,

the following described property situated in the Parish of Pointe Coupee, State of Louisiana, to-wit:

1. A certain lot or parcel of ground containing 3.3 acres, more or less, situated in Section 69, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, and being that portion of Lots Nos. 5 and 6 in an Act of Partition dated June 28, 1947, filed and recorded under Entry No. 839 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, lying South of the Texas & Pacific Railroad right-of-way and bounded as follows:

On the North by the Southerly right-of-way limits of the Texas & Pacific Railroad right-of-way; on the East by Lot 4 of the Act of Partition hereinabove mentioned, being the property now or formerly of Edward J. Loupe; on the West by Lot No. 7 of the Act of Partition hereinabove mentioned, formerly being the property of Benny Loupe and now the property of Gerald P. Schexnayder, or assigns; and on the South by property of Albin and Olivier Major, or assigns.

Being the same property acquired by Grasshopper Manufacturing Company from Francis Ray Labatut and Vivian Theresa Hebert Labatut by Act of Cash Sale dated December 18, 1992, filed and recorded January 22, 1993, in Conveyance Book 373, Entry No. 172, of the records of Pointe Coupee Parish, Louisiana.

2. A certain lot or parcel of ground containing 2.63 acres, more or less, situated in Section 69, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, and being that portion of Lot No. 7 in an Act of Partition dated June 28, 1947, filed and recorded under Entry No. 839 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, lying South of the Texas & Pacific Railroad right-of-way and bounded as follows:

On the North by the Southerly right-of-way limits of the Texas & Pacific Railroad right-of-way; on the East by Lot 6 of the Act of Partition hereinabove mentioned, being the property of Francis Ray Labatut; on the West by property of Gerald P. Schexnayder; and on the South by property of Albin and Olivier Major, or assigns.

SUBJECT TO: All valid and unreserved easements, rights-of-way and servitudes of record and affecting the hereinabove described property.

Being a portion of the same property acquired by Gerald P. Schexnayder from Dorothy Loupe Lewis by Act of Cash Sale dated, filed and recorded December 30, 1969 at Conveyance Book 89, Entry No. 30, of the records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Grasshopper Manufacturing Company from Gerald P. Schexnayder, Sr. and Garnet Langlois Schexnayder by Act of Cash Sale dated December 18, 1992, filed and recorded January 22, 1993, in Conveyance Book 373, Entry No. 173, of the records of Pointe Coupee Parish, Louisiana.

SUBJECT TO any and all valid and unreserved easements, rights-of-way, servitudes, mineral conveyances and reservations and mineral leases of record and affecting the hereinabove described property.

The above described property has no municipal address.

TO HAVE AND TO HOLD the said property unto the said Purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of Fifty-Three Thousand Three Hundred Seventy and No/100 (\$53,370.00) Dollars, current money of the United States of America, which amount the said Purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the Vendor, and full discharge and acquittance granted therefor.

No title opinion was requested of, or furnished by, the undersigned Notary, and the parties hereto hereby relieve and exonerate said Notary from any and all liability for any and all claims which may arise in connection with the validity or merchantability thereof. The parties hereto also acknowledge that the property description used in preparing this act was taken from a description provided and accepted by them.

Whenever the word "Vendor" is used in this act, it shall be construed to include "Vendors," and whenever the word "Purchaser" is used it shall be construed to include "Purchasers." The masculine shall also include the feminine and the neuter and the singular shall include the plural where the context so requires.

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

Vendor further declared that all taxes assessed against the property herein conveyed have been paid, and that taxes for the year of 2006 shall be prorated.

THUS DONE AND PASSED on this 1st day of February, 2006, at my office in the City of New Roads, Parish and State as aforesaid, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

GRASSHOPPER MANUFACTURING COMPANY

Chris L. Burleigh
Chris L. Burleigh

By: *Michael Chad Soprano*
Michael Chad Soprano
Title: Vice-President

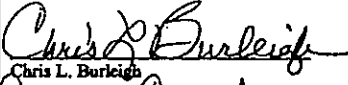
Cynthia Conn Swindler
Cynthia Conn Swindler

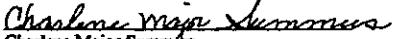
Ralph B. Churtz
NOTARY PUBLIC
Ralph B. Churtz
Bar Roll No. 4141

THUS DONE AND PASSED on this 1st day of February, 2006, at my office in the City of New Roads, Parish and State as aforesaid, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.


WITNESSES:

POYDRAS FARMS, L.L.C.



Chris L. Burleigh

By: 
Charlene Major Summers
Manager


Cynthia Conn Swindler

By: 
Marguerite Major Smith
Manager

By: 
Rebecca Hilda Major Berthelot
Manager

By: 
Gretchen Major Allen
Manager


NOTARY PUBLIC
Ralph B. Chustz
Bar Roll No. 4141

C:\WP\CLDL L CMajor, VanOrmskopper Mfg Sale.wpd

**UNANIMOUS CONSENT OF THE
SHAREHOLDERS and DIRECTORS OF
GRASSHOPPER MANUFACTURING COMPANY**

Acting pursuant to the provisions of La. R.S. 12:76 and 12:81(c)(9), we the undersigned, being the shareholders of record of all of the issued and outstanding shares and all of the directors of Grasshopper Manufacturing Company, a corporation organized and existing under the laws of the State of Louisiana with its principal place of business in Orleans Parish, Louisiana, organized by act passed before Robert E. Tareza, Notary Public, in and for the Parish of Orleans, State of Louisiana, on August 22, 1991, duly recorded in the records of Orleans Parish, Louisiana, and with the Secretary of State for the State of Louisiana, desiring to obviate the necessity of a meeting of the directors and of the shareholders of the corporation, hereby consent to, authorize and adopt the following resolutions, to-wit:

BE IT RESOLVED, that the following individuals are hereby named and elected as Directors of the Corporation, to-wit: Raul A. Reissner, Gabriel Sayeg, Eduardo Tobalina, Ana Maria Ros and Miguel Ros.

BE IT RESOLVED, that the following persons are elected, appointed and chosen to serve as officers of the corporation:

President: Miguel Ros
Vice- President & Chief Executive Officer: Raul A. Reissner
Secretary-Treasurer: Gabriel Sayeg
Vice-President: Michael Chad Soprano

Each of the above named persons shall serve in the office appearing opposite his name until his successor is duly chosen, elected and qualified.

BE IT RESOLVED, that the President, Miguel Ros, the Vice- President & Chief Executive Officer, Raul A. Reissner and the Secretary-Treasurer, Gabriel Sayeg are hereby individually authorized and empowered, without the aid or authorization of any other officer of the corporation, for and on behalf of the corporation:

To sell, transfer, assign, convey and/or contract for the sale, transfer and/or assignment of all or any part of the property, real, personal or mixed, of the corporation, with all legal warranties, for such prices and upon such terms and conditions as he may see fit and to receive the price of such sales and to grant receipts and acquittances therefor.

To open one or more accounts in the name of the corporation with any bank or similar institution, under the rules and regulations as prescribed by said institution, wherein may be deposited any of the funds of the corporation, whether represented by cash, checks, notes or other evidences of debt and from which withdrawals are hereby authorized in the name of the corporation upon his signature or the signature of any agent or employee designated by him.

To enter into contracts for the performance of services for and on behalf of the corporation.

To name and appoint an Agent and Attorney-in-Fact to do any of the foregoing on behalf of the corporation.

BE IT RESOLVED that the Vice-President, Michael Chad Soprano, is hereby authorized and empowered without the aid or authorization of any other officer of the corporation, for and on behalf of the corporation;

To sell, transfer, convey and set over with full warranty the following described property, to-wit:

1. A certain lot or parcel of ground containing 3.3 acres, more or less, situated in Section 69, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, and being that portion of Lots Nos. 5 and 6 in an Act of Partition dated June 28, 1947, filed and recorded under Entry No. 839 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, lying South of the Texas & Pacific Railroad right-of-way and bounded as follows:

On the North by the Southerly right-of-way limits of the Texas & Pacific Railroad right-of-way; on the East by Lot 4 of the Act of Partition hereinabove mentioned, being the property now or formerly of Edward J. Loupe; on the West by Lot No. 7 of the Act of Partition hereinabove mentioned, formerly being the property of Benny Loupe and now the property of Gerald P. Schexnayder, or assigns; and on the South by property of Albin and Olivier Major, or assigns.

Being the same property acquired by Grasshopper Manufacturing Company from Francis Ray Labatut and Vivian Theresa Hebert Labatut by Act of Cash Sale dated December 18, 1992, filed and recorded January 22, 1993, in Conveyance Book 373, Entry No. 172, of the records of Pointe Coupee Parish, Louisiana.

2. A certain lot or parcel of ground containing 2.63 acres, more or less, situated in Section 69, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, and being that portion of Lot No. 7 in an Act of Partition dated June 28, 1947, filed and recorded under Entry No. 839 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, lying South of the Texas & Pacific Railroad right-of-way and bounded as follows:

On the North by the Southerly right-of-way limits of the Texas & Pacific Railroad right-of-way; on the East by Lot 6 of the Act of Partition hereinabove mentioned, being the property of Francis Ray Labatut; on the West by property of Gerald P. Schexnayder; and on the South by property of Albin and Olivier Major, or assigns.

SUBJECT TO: All valid and unexpired easements, rights-of-way and servitudes of record and affecting the hereinabove described property.

Being a portion of the same property acquired by Gerald P. Schexnayder from Dorothy Loupe Lewis by Act of Cash Sale dated, filed and recorded December 30, 1969 at Conveyance Book 89, Entry No. 30, of the records of Pointe Coupee Parish, Louisiana

Being the same property acquired by Grasshopper Manufacturing Company from Gerald P. Schexnayder, Sr. and Garnet Langlois Schexnayder by Act of Cash Sale dated December 18, 1992, filed and recorded January 22, 1993, in Conveyance Book 373, Entry No. 173, of the records of Pointe Coupee Parish, Louisiana.

The sale of the said property shall be for the price of Fifty Three Thousand Three Hundred Seventy and No/100 (\$53,370.00) Dollars, payable in cash at closing, and shall contain such other terms and conditions as the said Michael Chad Soprano shall, in his sole discretion, deems proper. Michael Chad Soprano is authorized to incorporate in such instrument such terms, conditions and agreements as he shall deem meet and proper in his sole and uncontrolled discretion, to sign all papers, documents and acts necessary in order to convey the hereinabove described property, to receive and receipt for the proceeds thereof, to pay all expenses incurred by and on behalf of the corporation in connection therewith and to do any and all things the said agent, in his sole and uncontrolled discretion, deems necessary or proper in connection therewith.

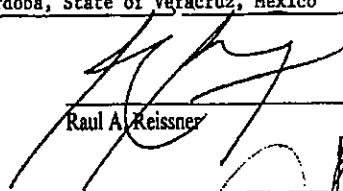
To prepare, sign and file any and all tax returns which may be required by the Louisiana Department of Revenue or the United States Treasury and to pay any taxes, penalty or interest that may be owed thereon, and generally to do and perform all actions which he deems necessary and appropriate in connection therewith.

BE IT RESOLVED that any one or more of said officers are further authorized to sign all papers, documents and acts necessary in order to accomplish any one or more of the foregoing authorized acts, containing such terms as he in his sole judgment deems advisable, and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing.

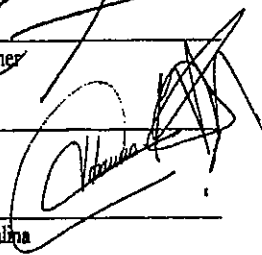
BE IT RESOLVED that all actions taken by Raul A. Reissner to cause the charter of the corporation to be re-instated by the Secretary of State for the State of Louisiana be and they are hereby approved, confirmed and ratified.

BE IT RESOLVED that Michael Chad Soprano, whose address is 8389 Highway 190, Livonia, Louisiana 70755, is hereby appointed and authorized to serve as agent for service of process for the corporation.

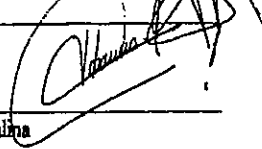
IN WITNESS WHEREOF, we have hereunto signed our names effective as of the 16th day of January, 2006, at Cordoba, State of Veracruz, Mexico.




 Raul A. Reissner




 Gabriel Sayeg



 Eduardo Tobalina



 Ana Maria Ros



 Miguel Ros

CERTIFICATE

I, the undersigned Secretary-Treasurer of Grasshopper Manufacturing Company, a corporation organized under the laws of the State of Louisiana with its principal place of business in Orleans Parish, Louisiana, do hereby certify that the subscribers to the foregoing instrument are all of the shareholders and all of the directors of said corporation and therefore constitute all of the persons entitled to vote at shareholders' and directors' meetings and that none of the foregoing resolutions have been revoked or rescinded and all are still in full force and effect.

IN WITNESS WHEREOF, I have set my hand as Secretary-Treasurer of this corporation at Cordoba, State of Veracruz, Mexico, on this 16th day of January, 2006.



GABRIEL SAYEG-SECRETARY-TREASURER

755

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L. G. CLARKE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

SERVITUDE AGREEMENT

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

KNOW ALL MEN BY THESE PRESENTS that:

For good and valuable consideration received by the undersigned, the sufficiency of which is hereby acknowledged, the undersigned does hereby grant, bargain, convey and assign unto the City of New Roads, Louisiana, a servitude, easement, privilege or right-of-way to lay, maintain, operate, replace, change and remove, in whole or in part, any utilities, including but not necessarily limited to water, electric, sewerage or gas lines, together with all necessary fixtures, equipment and appurtenances, over and across property owned by the undersigned and described as follows:

A certain strip of land ten feet (10') in width along LA 1 & 10 (Morganza Highway), said strip fronting on the southerly Right-of-Way of the Kansas City Southern Railroad track and traverses the undersigned's property from the westerly boundary to the easterly boundary thereof, which said strip of land measures approximately 426 feet and is shown in red on the attached map.

In addition to this servitude a temporary workspace five (5') feet in width is hereby further granted by the undersigned to the City of New Roads, Louisiana, for use during the initial use of said servitude during the period between the time this servitude is executed and June 30, 1993, after which the right to use this temporary workspace shall expire. Said workspace shall be adjacent to the above-described servitude to its south.

It is expressly agreed that the servitude herein granted shall be utilize only by burying utilities underground and that no equipment of any nature shall be placed above-ground. It is further agreed that except for drives and walkways, no building, trees, shrubbery or other improvements presently situated on the servitude or workplace area herein granted shall be affected by this servitude or workplace area herein granted shall be affected by this servitude and none of same shall be interfered with without the prior written consent of the undersigned.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

THUS DONE AND SIGNED at New Roads, Louisiana, this 10th day of May, 1993, in the presence of the undersigned witnesses after a due reading of the whole.

WITNESSES:

Theresa Bang Langlois
Blaine David

Grasshopper Manufacturing, Inc.
Chad Soprano
By: Chad Soprano

ACCEPTED:

Robert Muckelbauer
MAYOR, CITY OF NEW ROADS

265

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STATE OF LOUISIANA

PARISH OF POINTE COUPEE

LANELL SPENCER LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

**AUTHORIZATION TO ACT FOR
POYDRAS FARMS, L.L.C.**

BE IT KNOWN, that on the days and dates below written before the undersigned Notaries Public, duly commissioned and qualified in accordance with law, and in the presence of the undersigned witnesses, personally came and appeared:

Charlene Major Summers, born Major, a person of the full age of majority, married but once and then to S. W. Summers with whom she lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 235 Fairfield Avenue, New Roads, LA 70760;

Gretchen Major Allen, born Major, (formerly known as Gretchen Theresa Major Skipsey), a person of the full age of majority, married three times, first to Thomas Skipsey from whom she is divorced, secondly to David D. Moss, who is now deceased, and third to E. Larry Allen, with whom she lives and resides in East Baton Rouge Parish, Louisiana; Mailing address: 4551 Bluebell Drive, Baton Rouge, Louisiana 70808;

Albin Jean Baptiste P. Major, Jr., a person of the full age of majority, married but once and then to Linda Fox Major, born Fox, with whom he lives and resides in Cleburne County, Arkansas; Mailing address: 447 Cadron, Quitman, Arkansas 72131;

Marguerite Major Smith, born Major, a person of the full age of majority, married but once and then to J. O. Smith, Jr., with whom she lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 331 Fairfield Avenue, New Roads, Louisiana 70760; and

Van Pierre Major, a person of the full age of majority, married twice, first to Catherine Maillet Major, born Maillet, from whom he is divorced, and second to Angela Hill Major, born Hill, with whom he lives and resides in Pointe Coupee Parish, Louisiana; Mailing address: 1005 East Main Street, New Roads, Louisiana 70760;

Jane Major Smith, born Major, (formerly known as Jane Major Hyde) a person of the full age of majority, married twice, first to John L. Hyde from whom she is divorced, and secondly to James Smith, with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: No. 11, Pebblestone, Lafayette, LA 70508;

Rebecca Hilda Major Berthelot, born Major, (formerly known as Rebecca Major Landreneau), a person of the full age of majority, married twice, first to Rodney Landreneau from whom she is divorced, and second to Barry Berthelot with whom she lives and resides in Lafayette Parish, Louisiana; Mailing address: 103 Plainfield Circle, Lafayette, Louisiana 70503;

who, after being duly sworn, did acknowledge and declare that they are all of the members of Poydras Farms, L.L.C. (the "Company"), a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State; that they have appointed themselves, namely, **Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith and Rebecca Hilda Major Berthelot**, as Managers of the Company; and, as such, they are authorized and empowered to act for and in the name of the Company to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Authorization, the Operating Agreement or the Louisiana Limited Liability Company Act (LSA R.S. 13:1301, et seq.).

Without limiting the generality of the foregoing, any one Manager shall have the full power and authority, on behalf of the Company to do any of the following:

1. To open all letters of correspondence addressed to the Company and to answer the same;

2. To make, sign and endorse checks and drafts on behalf of the Company and to draw money out of any bank where the same may have been deposited in the name, or for the account of, the Company; to deposit drafts, bills of exchange, acceptances, checks and notes or other obligations payable to the Company in any bank and withdraw the same or the proceeds thereof, at pleasure, by check, draft or otherwise;
3. To purchase liability and other insurance to protect the Company's property and business;
4. To hold and own any Company real and/or personal properties in the name of the Company;
5. To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;
6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds;
7. To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as he or she may approve;
8. To execute on behalf of the Company all instruments and documents to accomplish any of the foregoing; and
9. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business, except where the consent or concurrence of more than one Manager is required.

Notwithstanding the foregoing, the concurrence or written consent of a majority of the Managers shall be required to perform any of the following on behalf of the Company:

1. To acquire property from any Person as they may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;
2. To sell or otherwise dispose of all or any part of the Company's assets in the ordinary course of the Company's business;
3. To lease, let or hire all or any part of the real and personal property belonging to the Company;
4. To make and execute oil, gas and mineral leases, and other contracts, including unitization and pooling agreements, for the exploration and development of oil, gas, and other minerals, or any of them, in, on and under any property or mineral interest pertaining to any property the Company now owns or might hereafter acquire on such terms and conditions as the Manager shall deem proper in his sole and uncontrolled discretion, and to receive and receipt for the bonuses, rents and proceeds thereof as the same shall fall due; to make and execute mineral and royalty deeds either selling or buying minerals and/or mineral rights; and to do and perform any and all acts for the full execution of the purposes aforesaid;
5. To borrow money for the Company from banks, other lending institutions, the Manager(s), Members, or affiliates of the Manager(s) or Members on such terms as the Manager(s) deem appropriate, and, in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager(s), or to the extent permitted under the Louisiana Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager(s); and

- 6. To execute on behalf of the Company all instruments and documents to accomplish any of the foregoing, including, without limitation: notes and other negotiable instruments; mortgages, or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Manager(s), to the business of the Company.

Also notwithstanding the foregoing, the concurrence or written consent of Members holding at least two-thirds of all Capital interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as that disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business.

The said Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith and Rebecca Hilda Major Berthelot are each individually authorized to sign all documents, of every kind whatsoever, for and in the name of the Company, and to take all such actions in its name as may, in her or his sole and exclusive judgment, be necessary to accomplish the authority expressed above.

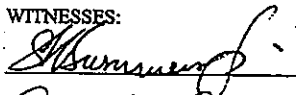
Any person dealing with Charlene Major Summers, Van Pierre Major, Marguerite Major Smith, Gretchen Major Allen, Albin Jean Baptiste P. Major, Jr., Jane Major Smith or Rebecca Hilda Major Berthelot may assume that the authority conferred upon her or him by this document is still in full force and effect unless and until there is recorded in the conveyance records of Pointe Coupee Parish, Louisiana, an express revocation of such authority.

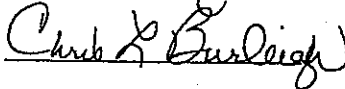
Appearers further declared and agreed that this instrument may be signed in any number of counterparts; that, when executed by all of them, the counterparts shall constitute a single instrument and shall be binding on all of the parties hereto; and that the signature pages of each counterpart may be combined with the body of any one counterpart to form a single instrument for filing purposes.

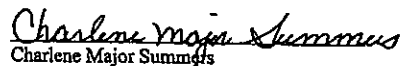
Appearers further declared that any and all actions taken by any previously named Manager or by any one or more of the herein named Managers acting on behalf of the Company are hereby approved, confirmed and ratified and are adopted as act of the Company.

THUS DONE AND PASSED on this 29th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

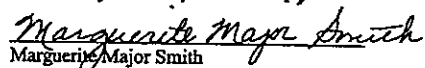
WITNESSES:

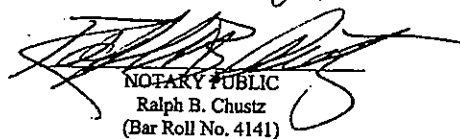





Charlene Major Summers


Albin Jean Baptiste P. Major, Jr.

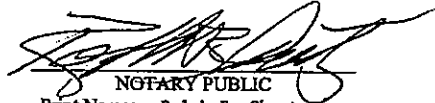

Marguerite Major Smith


NOTARY PUBLIC
Ralph B. Chustz
(Bar Roll No. 4141)

THUS DONE AND PASSED on this 29th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:


Chris R. Burleigh Gretchen Major Allen
Archie Conner Gretchen Major Allen


NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)

THUS DONE AND PASSED on this 1st day of October, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:


Chris R. Burleigh Van P. Major
Archie Conner Van Pierre Major


NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)

THUS DONE AND PASSED on this 30th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris R. Burleigh Jane Major Smith
Archie Conner Jane Major Smith


NOTARY PUBLIC
Print Name: Ralph B. Chustz
(License / Bar Roll No. 4141)

THUS DONE AND PASSED on this 30th day of September, 2004, at my office in the City of New Roads, Pointe Coupee Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Chris P. Burleigh
April Ann Prodder

Rebecca Hilda Major Berthelot
Rebecca Hilda Major Berthelot



NOTARY PUBLIC

Print Name: Ralph B. Chasse
(License / Bar Roll No. 4141)