

EXHIBIT F

Restrictive Covenants

RESTRICTIVE COVENANTS
INSTRUMENT NO. 502827
FOR
2001 DEC 16 AM 10:44
THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF DONALDSONVILLE, LA, INC.
STATE OF LOUISIANA
NOTARY PUBLIC
BY: CLERK

PARISH OF ASCENSION

BE IT KNOWN, this on this 13 day of December, 2001, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF DONALDSONVILLE, LA, INC.
A Louisiana corporation with its principal place of business and domicile in the Parish of Ascension herein represented by Carl Capone, its President, duly authorized by resolution of its Board of Directors;

Who declared that Appearer is the owner of a certain tract or parcel of ground attached hereto as Exhibit "A" acquired by Appearer from C. F. Industries, Inc., by deed recorded in C.O.B. _____, File #502288, of Ascension Parish; that appearer intends to develop said property into an Industrial Park facility which shall be known as the Donaldsonville Industrial Park; that, in order to provide for orderly development and subsequent use of this facility; that Appearer does hereby impose the following restrictive covenants upon said property, which shall run with the land and be binding upon all persons hereafter acquiring the same; as follows:

1. LAND USE:

Property in this industrial park shall only be used for the following purposes and these shall be the sole, exclusive and only uses of the subject property: heavy industrial; light industrial; any farming and/or agricultural, except for farm residences. Restrictive commercial use will be allowed but only to the extent such use is not excluded by Exhibit B (Non Permitted Uses). Light industrial shall mean areas where warehousing, open storage, and similar light industrial facilities will be the dominant use. Heavy industrial usage shall mean areas where manufacturing, processing, chemical production or refining will be the dominant use.

2. DESIGN, CONTROL AND MAINTENANCE:

No building, fence, wall or other structure shall be commenced, erected, or maintained, and no addition or alteration to the exterior shall be made until the construction plans and specifications and a plan showing the location of the structure shall have been approved in writing by The Industrial Development Board of the City of Donaldsonville, LA, Inc. This approval shall be deemed to have been granted should the Board fail to approve or disapprove, in writing, any such application within a thirty (30) day period from formal, written submission of the application.

All buildings and improvements hereafter erected on this property shall conform to all applicable building codes.

All buildings shall be either/or; pre-engineered building construction with colored panels and trim, masonry construction, block construction, pre-cast concrete construction, tilt-up wall type construction or any other acceptable industrial type construction that shall be neatly trimmed. No wood shall be used as an exterior finish for any building.

3. SETBACK LINES:

Buildings erected on the property shall have the following minimum set-backs from the right-of-way line of any street dedicated for public use:

- a. Thirty-five (35') feet for tracts containing five (5) acres or less;
- b. For tracts containing more than five (5) acres, buildings such as offices and warehouses shall be at least fifty (50') feet from the street rights-of-way, and buildings used for industrial, manufacturing, and processing purposes shall be at least one hundred (100') feet from the street rights-of-way.

Paved areas between the front of any building and the nearest right-of-way line shall not exceed ninety (90%) percent of the area prescribed for setbacks as provided

herein. The balance of the area prescribed for setbacks between buildings and street rights-of-way shall be used exclusively for lawn and landscaping. Planting areas shall be landscaped to present a pleasing appearance and conform to reasonable standards.

4. FENCES; SHRUBBERY:

No fence shall be erected nearer to any street dedicated to public use than thirty-five (35') feet. The outside edges of all hedges or shrubbery, which obstruct total view shall not be permitted within thirty-five (35') feet of a public street right of way.

5. PARKING:

All properties shall provide sufficient area to insure that no parking will be necessary on any street dedicated for public use, which shall be prohibited.

Off-street parking shall be provided to meet the following minimum standards:

PARKING FOR PERSONNEL:

- One space for each 1½ employees; and
- One space for each managerial person; and

PARKING FOR VISITORS:

One parking space per each ten managerial positions. If there are less than ten (10) managerial positions, then in any event there shall be at least 1 parking space for visitors.

All parking areas for offices or warehouses shall be paved with reinforced concrete or asphalt and sand/clay gravel base. Parking lots constructed with gravel, shell or crushed limestone surfaces shall be permitted, provided that same are located at least one hundred (100') feet from any street right-of-way dedicated to public use.

6. DRIVEWAYS:

All driveway approaches to any tract of property shall be constructed of six (6") inch minimum reinforced concrete or asphalt, and shall extend from the property line to the paved street section. In the event that asphalt surfacing is employed, no less than two (2") inches of hot asphalt topping shall be used over no less than eight (8") inches of compacted base material.

7. LOADING AREAS; DOORS:

No loading docks or overhead doors may be erected which will front on any public street except as hereinafter provided:

- a. Provisions for handling freight by truck will be permitted on the sides of buildings closer than one hundred (100') feet from the public street.
- b. Provisions for handling freight by truck will be permitted on the fronts of buildings provided that same are at least one hundred (100') feet from the street right-of-way;
- c. Provision for handling freight by railroad shall be on those sides of any building which do not face on any public street;

8. SEWERAGE; WASTES:

No individual sewerage disposal system will be permitted on any building site. Each owner is to use the public sewerage system provided in the park. If wastes to be deposited in the sewerage system are such as to cause damage to the system or any sewerage treatment plant, then such wastes shall be pre-treated by the landowner to a degree so as not to cause damage to the system, or shall be hauled away from the industrial park for disposal at commercial dumping facilities.

No effluent, harmful bacteria, poisonous acids, oils, or material considered hazardous to humans or the environment will be permitted to drain beyond the limits of any tract in this park.

9. MAINTENANCE OF PROPERTIES:

No activity shall be conducted on any tract in this industrial park, which would cause the emission from said tract of any odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste, or otherwise, which would unreasonable or unduly interfere with the operations of other tract owners in the industrial park.

All plants and equipment, machines, etc., will be properly maintained in good working order by all tract owners, so as not to cause interference as set forth above.

It is provided, however, that so long as the facility, equipment, machinery, and operations of any tract owner are in compliance with all State and Federal laws and regulations, including EPA and OSHA guidelines, that same shall be considered in compliance with this restrictive covenant.

10. STORAGE ON PREMISES:

Outside storage of any materials, supplies or products shall not be permitted except on the rear one-third (1/3) of any tract containing less than ten (10) acres; on tracts exceeding ten (10) acres, such storage shall be confined to areas at least Two Hundred (200') feet back from any street right-of-way dedicated to public use. This prohibition shall not apply to loading and unloading facilities adjacent to railroad sidings or spurs.

11. EASEMENTS:

Easements and servitudes for the installation and maintenance of public utilities are as provided by the official plat of survey of this industrial park. No operations shall be conducted on any tract, which would interfere with the services provided by such public utilities.

12. SIGNS:

No signs including, but not limited to, billboards or other outdoor advertising signs, signs identifying the name, business and products of the person or firm located on any tract, and directional signs, shall be permitted until the Industrial Development Board of the City of Donaldsonville, LA, Inc., has reviewed, and approved said signs.

13. STREET LIGHTING:

In the event that street lighting is installed in this industrial park, each person or firm shall pay a pro rata share of the utility costs incurred by the Industrial Development Board of the City of Donaldsonville, LA, Inc. by this street lighting, based upon the ratio which the frontage of each tract bears to the whole of the streets in the subdivision. The pro rata share owed shall be determined by the Industrial Development Board of the City of Donaldsonville, LA, Inc., and each tract owner shall promptly pay his share when notified by the Board.

14. ENFORCEMENT:

All proceedings to enforce these restrictive covenants shall be at law or in equity in any court of competent jurisdiction. Prior to the institution of such proceeding, notice of any alleged violation of these covenants shall be provided, and a reasonable opportunity granted to correct any non-compliance.

15. AMENDMENT; WAIVER:

Upon application being made to the Industrial Development Board of the City of Donaldsonville, LA, Inc., the Board may waive or amend any one or more of the conditions, restrictions, limitations, or agreements, with respect to any designated acreage, or as to the whole of the industrial park provided that a showing or finding is made that such amendment or waiver would not be detrimental to the industrial park as a whole as an industrial area of high standards. Any amendment or waiver as to a specific tract or area shall not be deemed or construed as a waiver of any condition, restrictions, limitation or agreement as to the remainder of the property in the industrial park.

16. TERM:

These covenants are to run with the land and be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date hereof, after which they shall be automatically extended for successive periods of ten (10) years,

unless an instrument signed by a majority of the then owners of the acreage (excluding publicly designated tracts) of this industrial park has been filed for record, agreeing to any amendment or cancellation of these covenants.

17. INVALIDATION:

Invalidation of any of these restrictive covenants or the failure to enforce any of same at the time of its violation shall in no way affect the enforceability of any other restrictive covenant, and shall not be deemed as a waiver of the right to enforce same thereafter.

18. COMPLIANCE WITH PUBLIC LAW 33 USC 401:

Any and all development, earth moving and/or landscaping on any property in the Park shall be conducted in accordance with the provisions of 33 USC 401, Sections 10 and 1413, Section 404 or any successor law.

19. RESUBDIVISION:

No lot shall be re-subdivided without the written consent of the Industrial Development Board of the City of Donaldsonville, LA, Inc.

WITNESSES:

INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF DONALDSONVILLE, LA, INC.

Howard Raphael

BY: Carl Capone
CARL CAPONE, PRESIDENT

Sandra B. Capone

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

A certain tract or parcel of ground, together with any and all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being located in Sections 32 & 33, Township 11 South, Range 15 East, ASCENSION PARISH; STATE OF LOUISIANA, being shown and described as TRACT 1, CONTAINING 11.600 ACRES, according to "MAP SHOWING RE-SUBDIVISION OF CF INDUSTRIES PROPERTY, CREATING TRACT 1, LOCATED IN SECTIONS 32 & 33, T-11-S, R-15-E, ASCENSION PARISH, LOUISIANA", by Hydro Consultants, Inc., Professional Hydrographic and Land Surveyors, dated August 22, 2001, Baton Rouge, Louisiana, said Tract 1 being more particularly shown and described according to said plat, attached hereto as Exhibit "B" as follows, to-wit:

Commence at a point shown as point A which is the POINT OF BEGINNING; thence go South 32° 54' 46" East a distance of 325.83' to ½" iron pipe found at Point B; thence go South 32° 54' 46" E a distance of 608.18' to point C and corner; thence go South 63° 30' 19" West a distance of 113.96' to point D; thence go South 59° 45' 19" West a distance of 307.62' to point E; thence go South 80° 53' 35" West a distance of 79.87' to point F; thence go South 64° 51' 27" West a distance of 44.82' to point G and corner; thence go North 32° 54' 46" West a distance of 908.46' to point H and corner; thence go North 61° 19' 06" East (Chord) a distance of 539.49' (Chord) (R=2714.79', CA=11° 24' 17", Arc=540.38') to point A and corner, which is the POINT OF BEGINNING.

"NE VARIETUR" for identification with act
of Productive Covenant passed
before Charles S. Coak, Notary
Public, Parish of Ascension
this 13 day of December 2004


NOTARY PUBLIC

Exhibit B

Non-Permitted Uses

The prohibitions, limitations and restrictions on the uses of the Subject Property include the Subject Property not being used in any of the following manners or for any of the following uses: any type of residential use, including but not limited to any single-family dwelling, single family residential use, garden home, townhouse, multi-family residential, apartments, multi-family buildings, mobile home parks, mobile home subdivisions, elderly housing, assisting living, or other residential usage; any airports, camps, cemeteries, funeral homes, mausoleums, funeral establishments, churches, clubs, fraternal organizations, community buildings, police stations, fire stations, libraries, parks, playgrounds, gaming establishments, private or public pre-schools, kindergartens, elementary schools, middle schools, junior high schools, high schools or colleges, any hospitals, nursing homes, in-door amusement and entertainment facilities (such as bowling alleys, gaming parlors, and billiard parlors), any movie theaters, health facilities, gyms, any outdoor recreation (including any tennis courts, golf courses, stables, camps, or swimming pools), any post offices, adult businesses, animal hospitals, veterinarian offices, auto and truck sales, service stations, car washes, banks or financial institutions, beauty and barber shops, bars, lounges, convenience stores, neighborhood retail stores, convenience food stores, general merchandise stores with gas pumps, shopping centers, regional shopping centers, drive-thru commercial businesses, drug stores, grocery stores, dry cleaning establishments, florists, greenhouses, nurseries, kennels, medical and dental clinics, any health care facilities, mobile homes and trailer sales, travel trailer parks, motels, hotels, lodges, galleries, child care establishments, country clubs, general hardware stores, studios, office buildings (including any offices for accountants, architects, dentists, doctors, engineers, insurance agents, lawyers, real estate agents), any multi-product line retail business selling principally to the general public (such as K-Mart, Wal-Mart, etc.) or multi-product line warehouse style retail business selling principally to the general public (such as Lowes, Home Depot, etc.), any restaurants, laundry mats, self-service laundries, or truck stops.

Additionally, the subject property shall not be used for or by any auto and truck repair shop (including services such as repair, reconditioning, painting, body and fender work, upholstering and seat covering) except auto and truck repair shops where the primary business of the repair shop is the repair of vehicles used for commercial and business purposes will be allowed.

"NE VARIETUR" for identification with act
of Acquisition Corporation passed
before Charles S. Clark, Notary
Public, Parish of Assumption
this 12 day of December 2008


NOTARY PUBLIC

INSTRUMENT # 00715392
FILED AND RECORDED
ASCENSION CLERK OF COURT
2009 FEB 25 01:45:02 PM
MOB. OTHER

**AMENDMENT TO RESTRICTIVE COVENANTS
FOR THE DONALDSONVILLE INDUSTRIAL PARK
ASCENSION PARISH, LOUISIANA**

S. Tassio
DEPUTY CLERK & RECORDER

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, duly commissioned and qualified, personally came and appeared:

S. Tassio
DEPUTY CLERK

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF DONALDSONVILLE, LA, INC., A Louisiana corporation with its principal place of business and domicile in the Parish of Ascension herein represented by August Tassin, its President, duly authorized by resolution of its Board of Directors;

who declared that appearers are the owners of all the lots located in the Donaldsonville Industrial Park of the City of Donaldsonville, Parish of Ascension, Louisiana _____

therefore, amend Paragraph 12, Sign requirements, as follows:

All signage within the Donaldsonville Technology and Industrial Park shall be in accordance with the Industrial Development Board of the City of Donaldsonville's uniform signage policy; and no other signs of any nature whatsoever shall be allowed in the Park. All persons purchasing property within the Donaldsonville Industrial Park shall be required to install a sign as designated by the Industrial Development Board of the City of Donaldsonville, and there shall be no exceptions. The cost of the sign shall be paid by the business entity located in the park.

The Declarer requires that the Clerk of Court of Ascension Parish make a notation of this amendment in the margin of the original Restrictive Covenants for The Industrial Development Board Of The City of Donaldsonville, LA, Inc., Ascension Parish, Louisiana dated December 13, 2001 File # 502827 COB _____ Folio _____

THUS DONE, READ, AND SIGNED in the City of Donaldsonville, Parish of Ascension, State of Louisiana, on the 2nd day of February, 2009, in the presence of the undersigned competent witnesses, and me, Notary.

WITNESSES:

Henry Comen

[Signature]

August Tassin
By: August Tassin, President
The Industrial Development Board of
the City of Donaldsonville, LA, Inc.

Benjamin L. Johnson
Benjamin L. Johnson, Notary Public
Notary ID. No. 22286