

Exhibit 2 Option to Purchase

STATE OF LOUISIANA

PARISH OF ASCENSION

OPTION AGREEMENT TO PURCHASE

BE IT KNOWN AND REMEMBERED that on the dates hereinafter indicated below, in the presence of the undersigned Notaries Public and witnesses hereinafter set forth, personally came and appeared:

CRAWFORD AND THIBAUT, INC., a Louisiana corporation domiciled in the Parish of Ascension, State of Louisiana, represented herein by WILLIAM H. THIBAUT, its President, as will appear from the attached Corporate Resolution, whose address is declared to be 421 Mississippi Street, Donaldsonville, Louisiana 70346;

hereinafter referred to as "SELLER," and

ASCENSION ECONOMIC DEVELOPMENT CORPORATION, a Louisiana non-profit corporation domiciled in the Parish of Ascension, State of Louisiana, represented herein by its duly authorized Chairman, JOHN D. SCANLAN, as will appear from the attached Corporate Resolution, whose address is declared to be 6967 Highway 22, Sorrento, Louisiana 70778;

hereinafter referred to as "BUYER;"

which parties do hereby enter into an option agreement for the purchase of immovable property on the following terms and conditions,

WITNESSETH:

WHEREAS, SELLER, Crawford and Thibaut, Inc., is the owner of immovable property located in Ascension Parish, Louisiana, described on Exhibit "A" attached hereto and incorporated herein, containing approximately 987 acres, said property hereinafter referred to as the "Optioned Property;" and

WHEREAS, BUYER seeks to acquire an option to purchase the Optioned Property described on Exhibit "A" upon the terms and conditions set forth herein for the purpose of developing the Optioned Property for manufacturing, commercial, and industrial purposes, and not for resale or speculation; and

WHEREAS, SELLER desires to grant BUYER an option to purchase the Optioned Property in order to bring manufacturing, and warehousing/distribution developments and jobs to Ascension Parish, Louisiana, and to the greater East Baton Rouge regional area and to enhance property values in the area; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, SELLER and BUYER hereby agree as follows:

1. GRANT OF OPTION: For and in consideration as set forth herein, SELLER does hereby grant to BUYER the exclusive right, privilege and option to purchase the Optioned Property upon the terms and conditions contained herein. The option or right granted herein and created hereby is in the nature of a continuing offer to sell the property made by SELLER to BUYER, which option shall be open to BUYER for a period ending at 12:00 o'clock, p.m. on the 31st day of December, 2008. BUYER shall have the option to renew the exclusive right, privilege and option to purchase the Optioned Property upon the same terms and conditions contained herein for an additional period of one (1) year, said renewal period ending at 12:00 o'clock, p.m. on the 31st day of December, 2009.

2. CONSIDERATION: The consideration for the granting of this option or continuing offer to sell by SELLER to BUYER is the sum of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which SELLER acknowledges and agrees that this sum shall not be earnest money.

3. SALES PRICE: The price to be paid by BUYER to SELLER for the property described herein, in the event that BUYER elects to accept the offer made by SELLER, shall be as follows:

- (a) Property of SELLER, Crawford and Thibaut, Inc., as described on Exhibit "A" shall be sold for the price and sum of THIRTY-TWO THOUSAND FOUR HUNDRED TWENTY-ONE AND NO/100 – (\$32,421.00) DOLLARS per acre;
- (b) BUYER, its successors and/or assigns, agree that upon exercise of the Option, they will assist and accommodate SELLER to the extent possible to reduce their tax liability on this transaction and will contemplate a purchase of the common stock of

Crawford and Thibaut, Inc., if a mutual benefit can be realized for both parties.

- (c) Upon the exercise of the option, the price shall be made payable in cash at the time of transfer. Property taxes for the year of the sale shall be pro-rated between BUYER and SELLER.
- (d) BUYER and SELLER further agree that if BUYER exercises this Option to Purchase, any funds used for the purchase of the Optioned Property and/or any obligations of the BUYER shall be private funds derived from the Ascension Economic Development Foundation.
- (e) Furthermore, any funds used for the purchase of the Optioned Property and/or obligations of the BUYER pursuant to Paragraph 6 shall be credited to the purchase price of the property. If the Optioned Property is sold, assigned or transferred to a third party, the third party shall not be entitled to this credit, but SELLER shall reimburse the Ascension Economic Development Corporation for the monies expended on behalf of the Ascension Economic Development Corporation for the obligations hereunder. The monies expended shall include any cost incurred by BUYER under Paragraph 6 and Paragraph 7 below. The cost shall hereinafter be defined as the "Option Cost." The Option Cost shall not exceed TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS.

4. EXERCISE OF OPTION: BUYER may exercise its option at any time during the option period by delivering to SELLER written notice of its election to exercise the option to purchase the Optioned Property upon the terms and conditions contained herein. If the option is exercised by BUYER, this agreement shall be deemed for all purposes a contract for the purchase and sale of the Optioned Property, and shall bind the SELLER to sell and convey the Optioned Property and BUYER to purchase and pay for the Optioned Property all in accordance with the terms and conditions contained herein. SELLER and BUYER both reserve the right to demand specific performance. The unsuccessful party in any suit for specific performance shall pay the reasonable attorney's fees of the successful party.

5. ACCESS TO PROPERTY: BUYER and its agents shall have access to the property

at reasonable times and in reasonable increments of time upon written notice to SELLER during the option period to conduct surveys, soil testing, and site inspections that are reasonably necessary in anticipation of BUYER'S exercise of the option granted hereby. Such access shall not interfere with any business or agricultural operations of SELLER or SELLER'S tenants, agents or employees.

6. OBLIGATIONS OF BUYER: In accordance with the granting of this option, BUYER is obligated to contract and pay all fees to Peake Consulting to complete a certification process on the property. BUYER shall further market the final results of the certification report and develop marketing brochures on the property to distribute to national site selection consultants and national real estate companies, prospects considering over 800 acres in Ascension Parish, and will work with the Louisiana Economic Development, Port of Greater Baton Rouge, Baton Rouge Area Chamber, Ascension Chamber, and Entergy Economic Development officials in marketing the Optioned Property.

7. OBLIGATIONS OF SELLER: In further consideration for the granting of this option agreement, SELLER hereby agrees to apply for a change in zoning on the property from "Medium Intensity" to "Industrial" with the Parish of Ascension planning and zoning officials by the 31st day of September, 2007. SELLER agrees to pay all costs associated with the change in zoning. BUYER agrees to assist SELLER in the rezoning application.

Further, SELLER agrees to pay for the following due diligence reports to be completed on the property within sixty (60) days of the zoning change:

- (a) Phase I Environmental Site Assessment in accordance with ASTM Practice E 1527 Standard;
- (b) Wetlands Assessment in accordance with the United States Army Corps of Engineers wetlands determination;
- (c) Geotechnical Evaluation of site soils;
- (d) Assessment of utility supply - electric, gas, rail service, water and sewer infrastructure; and
- (e) Boundary survey.

8. PURCHASE AGREEMENT: Upon BUYER'S exercise of the option granted in this option agreement, this option agreement shall be deemed for all purposes as a contract for the purchase and sale of the Optioned Property and includes the following provisions:

- (a) Closing: An act of sale conveying the Optioned Property shall be passed before a Notary Public at BUYER'S expense within forty-five (45) days of the date the option is exercised by BUYER. Each party shall be liable for their own attorney's fees incurred in connection with the closing;
- (b) Title: Title to the Optioned Property shall be delivered subject to existing rights-of-way, easements, and servitudes. Title shall be merchantable; however, the existence of public roads, rights-of-way, easements and servitudes or burdening on the Optioned Property shall not render the title unmerchantable. Title shall be delivered with warranty of title consistent with the terms hereby and shall be free of all mortgages, liens and privileges. Title objections shall be delivered to SELLER and/or SELLER'S attorney within fifteen (15) days after exercise of the option. If SELLER is unable to cure reasonable and valid title objections which render title unmerchantable, then the parties hereto shall be released from any further liability hereunder, unless BUYER agrees to waive such title objections. SELLER shall be responsible for all attorney's fees and costs necessary to cure reasonable and valid title objections;
- (c) Crops: SELLER reserves all crops located on the Optioned Property. SELLER shall have the right to harvest all crops planted during the calendar year in which the option is exercised as well as the crops planted at the time of exercise of the option granted herein. In lieu of such harvest, the BUYER and SELLER may agree that BUYER may pay unto SELLER any losses that SELLER and SELLER'S tenants incur resulting from SELLER'S inability to harvest crops on the Optioned Property as described herein;
- (d) Mineral Rights: SELLER shall convey any and all mineral rights and interests which are on, under, or a part of the Optioned Property to BUYER; and

- (e) Land Use: The Optioned Property shall be used by BUYER and BUYER'S successors, agents and/or assigns for and in connection with manufacturing, industrial or commercial use. The Optioned Property shall not be used for waste treatment or hazardous waste disposal. BUYER and BUYER'S successors, agents and/or assigns shall not engage in any activity which is deemed illegal or unlawful.

9. ASSIGNMENT OF CONTRACT: This contract may be sold, assigned, or transferred, in whole or in part, by BUYER. Further, if the option is assigned to a private company, assignee shall pay to the SELLER for the transfer of the option the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS. If the option is exercised, this amount shall be credited to the purchase price as set out in Section 3 (a) supra. If the option is not exercised by the assignee, the money shall be forfeited. Further, assignee shall be obligated to pay all costs associated with the assignment of the option. Additionally, the assignee shall not be entitled to any of the credits reflected in Paragraph 3 above for efforts and expenses incurred by the Ascension Economic Development Corporation under the terms of this Option Agreement to Purchase. SELLER shall, upon sale of the property, reimburse the Ascension Economic Development Corporation for said option costs as defined in Paragraph 3 above from the sales proceeds of the property.

10. SEVERABILITY OF CONTRACTUAL TERMS: Should any specific or particular clause or provision be unenforceable, such determination shall not affect the validity and enforceability of the remaining portion of their agreement. Further, all provisions hereby shall survive and remain in effect after exercise of the option granted herein.

11. RECORDATION: This agreement shall not be recorded in the public records. However, a memorandum of this agreement may be recorded in the public records. The memorandum shall only disclose the existence of this agreement, the parties to the agreement, and the duration of the agreement.

12. COUNTERPARTS: This agreement can be executed in counter parts.

13. NOTICES: All notices and demands provided for in this agreement shall be in writing and shall be delivered to the parties by hand or by United States certified mail, return receipt

requested, and shall be deemed delivered when deposited in the U.S. Mail. Such notices and demands shall be addressed as follows:

SELLER: Crawford and Thibaut, Inc.
421 Mississippi Street
Donaldsonville, Louisiana 70346

WITH A COPY TO SELLER'S ATTORNEY:

R. Ryland Percy, III
PERCY & PERCY
Post Office Box 1096
Gonzales, Louisiana 70707-1096

BUYER: Ascension Economic Development Corporation
6967 Highway 22
Sorrento, Louisiana 70778

WITH A COPY TO BUYER'S ATTORNEY:

Dwight D. Poirrier
Post Office Box 868
Gonzales, Louisiana 70707-0868

BUYER agrees to provide SELLER frequent progress reports and reports relating to activities, testing, plans and potential occupants of the Optioned Property or any part thereof.

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THUS DONE AND PASSED in the presence of the undersigned competent witnesses of lawful age, who hereunto sign their names, together with me, said Notary, on this 11 day of October, 2007.

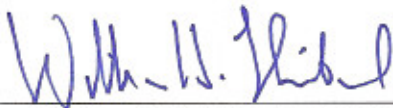
WITNESSES:

SELLER:





CRAWFORD AND THIBAUT, INC.

By: 



William H. Thibaut, President



DWIGHT D. POIRRIER, NOTARY PUBLIC
LA BAR ROLL #20570

THUS DONE AND PASSED in the presence of the undersigned competent witnesses of lawful age, who hereunto sign their names, together with me, said Notary, on this 11 day of October, 2007.

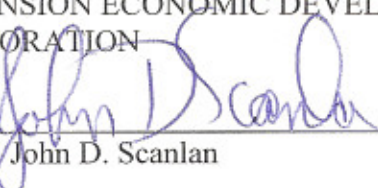
WITNESSES:

BUYER:

ASCENSION ECONOMIC DEVELOPMENT CORPORATION

By:


John D. Scanlan


DWIGHT D. POIRRIER, NOTARY PUBLIC
LA BAR ROLL #20570

OPTION AGREEMENT TO PURCHASE
EXHIBIT "A"

Legal Description:

TO BE SUPPLIED