

# Exhibit F.

## Terre Haute Development

### Partial Title Abstract



**GREATER NEW ORLEANS**  
INC  
REGIONAL ECONOMIC DEVELOPMENT

# Terre Haute Development Partial Title Abstract



## LD Partial Title Abstract

Dates Researched: 3/2/1953 to 1/21/2021

Current Owner	TEN-G, LLC (formerly TEN-G, Inc.)
Parcel Numbers	0500266000
Acreage	478.3 acres +/-
Location	Sec. 32 T11S, R6E, Sec. 60 T11S, R6E
Date Acquired	06/02/1997
Instrument Number	179867
Book/Page	339/288
<b>ROW Document 1</b>	Memorandum of Lease
Entity Acquiring ROW	Raceland Raw Sugar Corp.
Owner of Property when Acquired	TEN-G, LLC
Date	11/9/2012
Instrument Number	317806
Book/Page	N/A
<b>ROW Document 2</b>	Right of Way Instrument
Entity Acquiring ROW	Entergy Louisiana, LLC
Owner of Property when Acquired	TEN-G, LLC
Date	12/10/2008
Instrument Number	289886
Book/Page	N/A
<b>ROW Document 3</b>	Right of Way Instrument
Entity Acquiring ROW	Entergy Louisiana, LLC
Owner of Property when Acquired	TEN-G, LLC
Date	6/14/2008
Instrument Number	286089
Book/Page	N/A
<b>ROW Document 4</b>	Lease
Entity Acquiring ROW	EIGHT-G, LLC
Owner of Property when Acquired	TEN-G, LLC
Date	5/9/2008
Instrument Number	285384
Book/Page	N/A
<b>ROW Document 5</b>	Lease
Entity Acquiring ROW	Savoie Industries, Inc.
Owner of Property when Acquired	TEN-G, Inc.
Date	6/2/1997
Instrument Number	179872

Book/Page	339/343
<b>ROW Document 6</b>	Warranty Deed (fee and easements)
Entity Acquiring ROW	United States of America, Department of Transportation, Federal Aviation Administration
Owner of Property when Acquired	Savoie Industries, Inc.
Date	8/13/1996
Instrument Number	174248
Book/Page	332/644
<b>ROW Document 7</b>	Buried Telephone Line Right of Way Servitude
Entity Acquiring ROW	Reserve Telephone Company, Inc.
Owner of Property when Acquired	Savoie Industries, Inc.
Date	9/8/1995
Instrument Number	167670
Book/Page	325/165
<b>ROW Document 8</b>	Overhead Right of Way Permit
Entity Acquiring ROW	Louisiana Power & Light Company
Owner of Property when Acquired	Landmark Land Co. of Louisiana, Inc.
Date	3/30/1995
Instrument Number	164404
Book/Page	320/797
<b>ROW Document 9</b>	Right of Way Grant for Roadway
Entity Acquiring ROW	The United States Department of Transportation, Federal Aviation Administration
Owner of Property when Acquired	Landmark Land Company of Louisiana, Inc.
Date	2/27/1995
Instrument Number	1163901
Book/Page	320/153
<b>ROW Document 10</b>	Servitude Agreement
Entity Acquiring ROW	Reserve Drainage District No. 1
Owner of Property when Acquired	Landmark Land Company of Louisiana, Inc.
Date	1/26/95
Instrument Number	1163365
Book/Page	319/211
<b>ROW Document 11</b>	Easement
Entity Acquiring ROW	Shell Pipeline Corporation
Owner of Property when Acquired	Eva Graugnard Guidry et al
Date	11/8/54
Instrument Number	14367
Book/Page	27/532

<b>ROW Document 12</b>	Right of Way Deed
Entity Acquiring ROW	Louisiana Department of Highways
Owner of Property when Acquired	Eva G. Guidry et al
Date	3/2/53
Instrument Number	12833
Book/Page	24/51

### Sell Offs After Purchase

None
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### Maps/Plats Provided

Maps not available with online access
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### Mortgages/Liens

<b>Multiple Indebtedness Mortgage</b>	
Mortgagor	TEN-G, LLC
Date	5/9/2008
Instrument Number	0285383
Book/Page	N/A

### Ownership Names Researched

Name	Dates Researched
TEN-G, LLC	1/24/2005 to Present
TEN-G, INC.	7/2/1997 to 1/24/2005
SAVOIE INDUSTRIES, INC.	9/5/1995 to 7/2/1997
LANDMARK LAND COMPANY OF LOUISIANA, INC.	5/2/1986 to 9/5/1995
TERRE HAUTE REALTY COMPANY, INC.	12/7/1955 to 1/13/1996
EVA GRAUGNARD (individually and as agent in fact for INEZ GUIDRY MONTZ, MARION S. GUIDRY., FRANCIS W. GUIDRY, PAUL L. GUIDRY and MARIE CELESTE GUIDRY), JAMES N. GUIDRY, EDWIN J. GUIDRY, JR., LEON P. GUIDRY, JULIAN M. GUIDRY, ALBERT I. GUIDRY, and THERESA GUIDRY HOTARD	3/2/1953 to 12/7/1995

### Tax Information

Parish	St. John the Baptist
Tax Year	2020
Assessed Ownership	TEN-G, LLC
Assessment Number	0500266000
Land	\$13,565
Improvements	N/A
Total Value	\$234,520
Taxes	\$1,522.65
Zoning	N/A
Municipal Address	N/A

0286907

ST. JOHN THE BAPTIST PARISH  
STATE OF LOUISIANA

Recorded On: 07/07/2008 04:16 P

ORDINANCE 08-29

Mr. Henderson introduced the following ordinance.  
Mr. Julien proposed and Mr. Wolfe seconded the following ordinance.

**St. John the Baptist Parish Council hereby ordains:**

An ordinance for a re-subdivision of a portion of Terre Haute Plantation into a lot herein designated as lot TH-2 of Terre Haute Plantation, Situated in Sections 30, 32 & 60, T-11-S, R-6-E, Reserve, St. John the Baptist Parish, Louisiana. Ten-G, LLC - PZS-08-010

Unless specified, this ordinance becomes effective five (5) days after publication in the Official Journal.

**BE IT ORDAINED**, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

**YEAS:** Wolfe, Lewis, Millet, Julien, Hotard, Usry, Millet, Lee

**NAYS:** None

**ABSENT:** Smith

**ABSTAINING:** None

The result of the vote on the ordinance was 8 **YEAS**, 0 **NAYS**, 1 **ABSENT**, 0 **ABSTAINING**, and this ordinance was declared adopted on the 10th day of June, 2008.

Jacky Hotard  
COUNCIL CHAIR

6/13/08  
Date signed

Jackie L. Deche  
SECRETARY

6/11/08  
Date signed

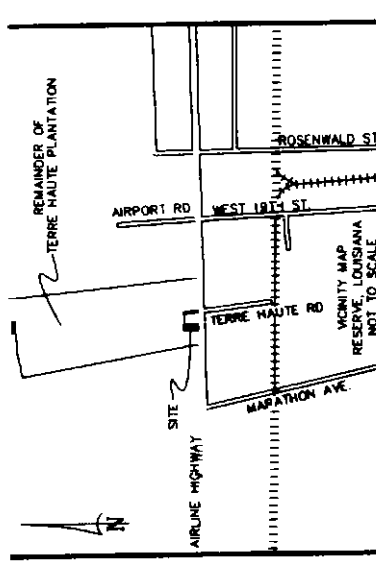
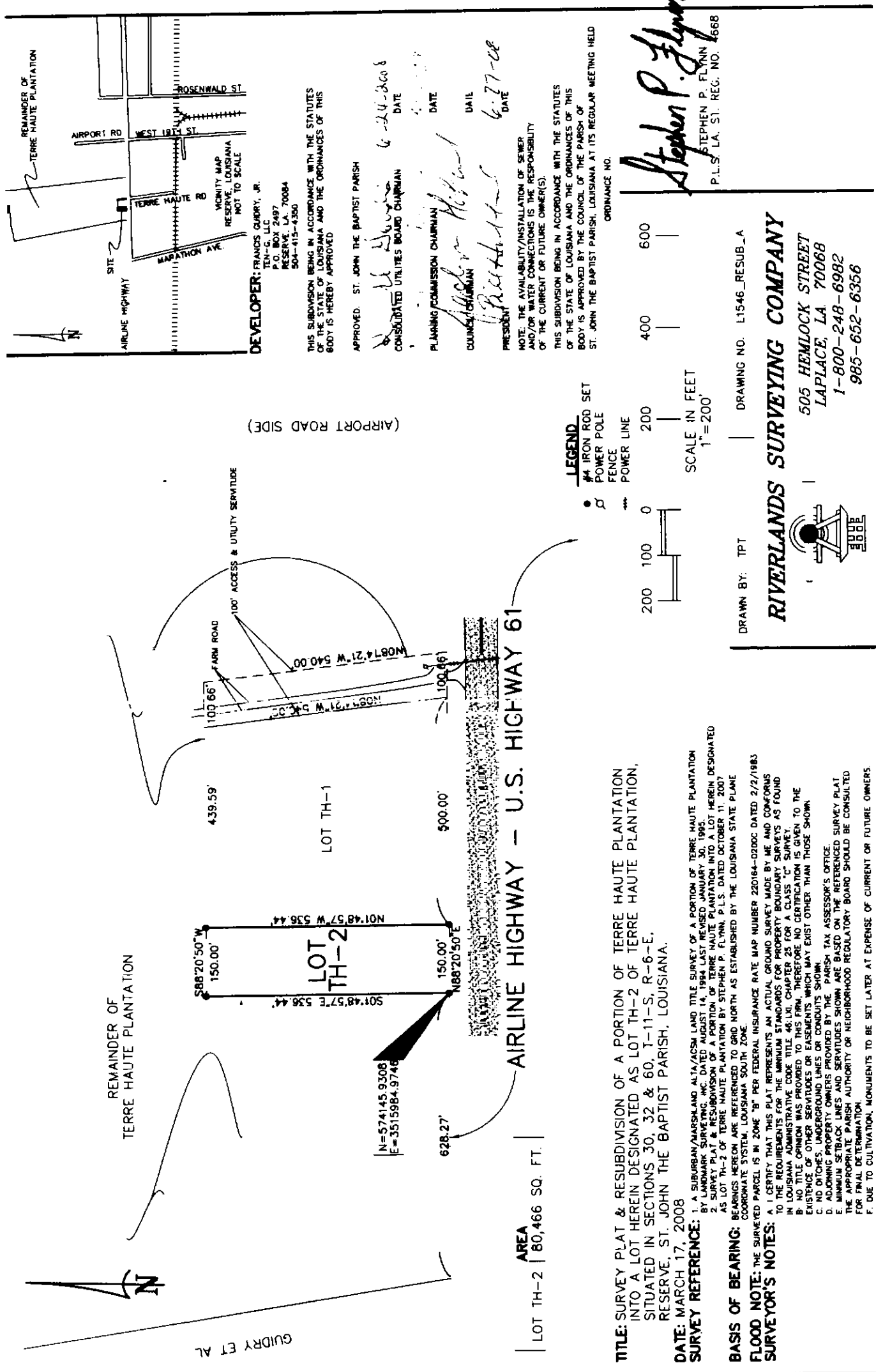
Jackie L. Deche  
PARISH PRESIDENT

6-11-08  
Date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 10 day of June, 2008.

Jackie L. Deche  
SECRETARY

MAP #789



**DEVELOPER:** FRANCIS GUDRY, JR.  
TEN-C, LLC  
P.O. BOX 2497  
RESERVE, LOUISIANA 70084  
504-415-4350

THIS SUBDIVISION BEING IN ACCORDANCE WITH THE STATUTES OF THE STATE OF LOUISIANA AND THE ORDINANCES OF THIS BODY IS HEREBY APPROVED

APPROVED: ST. JOHN THE BAPTIST PARISH  
DATE 6-24-08  
DATE 6-27-08

PLANNING COMMISSION CHAIRMAN  
DATE 6-27-08  
DATE 6-27-08

NOTE: THE AVAILABILITY/INSTALLATION OF SEWER AND/OR WATER CONNECTIONS IS THE RESPONSIBILITY OF THE CURRENT OR FUTURE OWNER(S).

THIS SUBDIVISION BEING IN ACCORDANCE WITH THE STATUTES OF THE STATE OF LOUISIANA AND THE ORDINANCES OF THIS BODY IS APPROVED BY THE COUNCIL OF THE PARISH OF ST. JOHN THE BAPTIST PARISH, LOUISIANA AT ITS REGULAR MEETING HELD

ORDINANCE NO.

**STEPHEN P. FLYNN**  
STEPHEN P. FLYNN  
P.L.S. LA. ST. REG. NO. 4568

**LEGEND**

- #4 IRON ROD SET
- POWER POLE
- FENCE
- POWER LINE

SCALE IN FEET  
1" = 200'

DRAWN BY: TPT

DRAWING NO. L1546\_RESUB\_A

**RIVERLANDS SURVEYING COMPANY**  
505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

MAP # 789

**TITLE:** SURVEY PLAT & RESUBDIVISION OF A PORTION OF TERRE HAUTE PLANTATION, INTO A LOT HEREIN DESIGNATED AS LOT TH-2 OF TERRE HAUTE PLANTATION, SITUATED IN SECTIONS 30, 32 & 60, T-11-S, R-6-E, RESERVE, ST. JOHN THE BAPTIST PARISH, LOUISIANA.

**DATE:** MARCH 17, 2008

**SURVEY REFERENCE:**

1. A SUBURBAN/URBAN AND ALTA/ACSM LAND TITLE SURVEY OF A PORTION OF TERRE HAUTE PLANTATION BY A SURVEYOR WHO HAS DATED AUGUST 14, 1984 LAST REVISED JANUARY 30, 1995.
2. SURVEY PLAT & RESUBDIVISION OF A PORTION OF TERRE HAUTE PLANTATION INTO A LOT HEREIN DESIGNATED AS LOT TH-2 OF TERRE HAUTE PLANTATION BY STEPHEN P. FLYNN, P.L.S. DATED OCTOBER 11, 2007.

**BASIS OF BEARING:** BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "B" PER FEDERAL INSURANCE RATE MAP NUMBER 220164-0200C DATED 2/2/1983

**SURVEYOR'S NOTES:**

- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46:141, CHAPTER 23 FOR A CLASS "C" SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.
- D. ADJOINING PROPERTY OWNERS PROVIDED BY THE PARISH TAX ASSESSOR'S OFFICE.
- E. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT.
- F. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.
- F. DUE TO CULTIVATION, MONUMENTS TO BE SET LATER AT EXPENSE OF CURRENT OR FUTURE OWNERS.

**ST. JOHN THE BAPTIST PARISH**  
**STATE OF LOUISIANA**

**ORDINANCE 07-79**

Ms. Marousek introduced the following ordinance.  
Mr. St. Pierre proposed and Mr. Farlough seconded the following ordinance.

**St. John the Baptist Parish Council hereby ordains:**

An ordinance to resubdivide a portion of the Terre Haute Plantation into Lot TH-1 situated in Sections 30, 32 & 60, Township 11S, Range 6E, Reserve, St John the Baptist Parish, LA (PZS 07-042).

Unless specified, this ordinance becomes effective five (5) days after publication in the Official Journal.

**BE IT ORDAINED**, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

**YEAS:** Farlough, St. Pierre, Wolfe, Hotard, Rainey, Millet, Chapman, Smith, Lee

**NAYS:** None

**ABSENT:** None

**ABSTAINING:** None

The result of the vote on the ordinance was 9 **YEAS**, 0 **NAYS**, 0 **ABSENT**, 0 **ABSTAINING**, and this ordinance was declared adopted on the 11<sup>th</sup> day of December, 2007.

*Lotec Rainey Jr*  
COUNCIL CHAIR

*Jackie Linder*  
SECRETARY

*Nick Mann*  
PARISH PRESIDENT

12/14/07  
Date signed

12/12/07  
Date signed

12.2.07  
Date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 11 day of Dec, 2007.

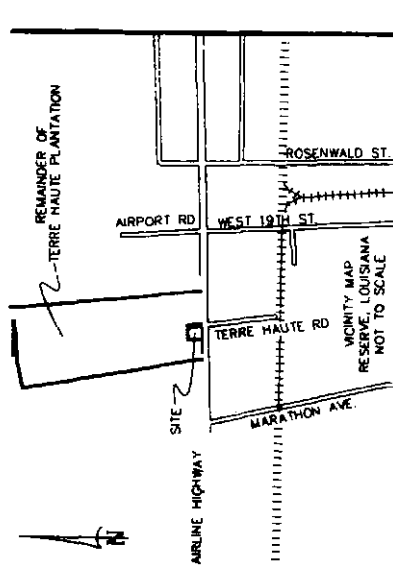
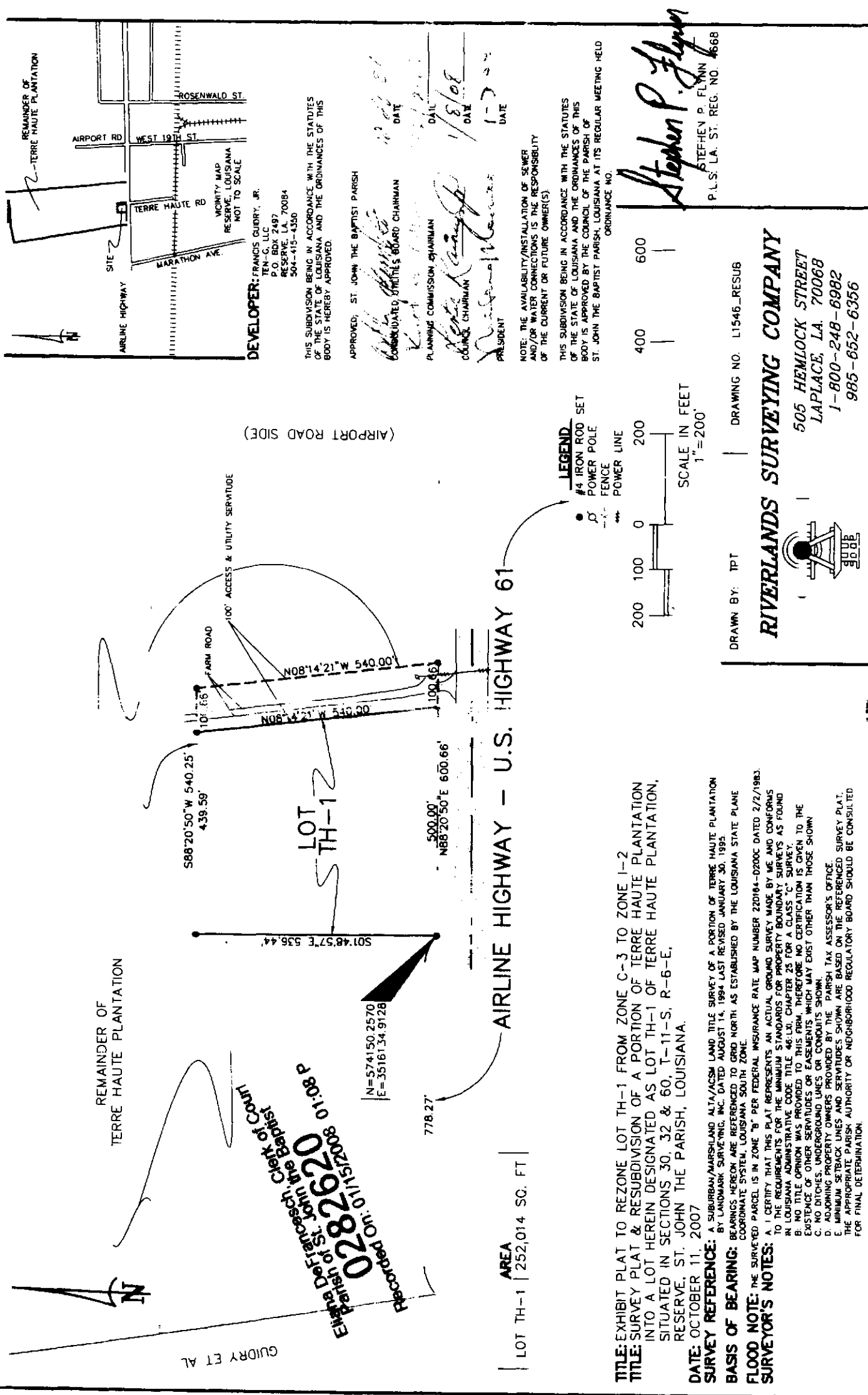
*Jackie Linder*  
SECRETARY

Eliana DeFrancesch, Clerk of Court  
Parish of St. John the Baptist

**0282620**

Recorded On: 01/15/2008 01:08 P





**DEVELOPER:** FRANCIS GUDRY, JR.  
TEN-G, LLC  
P.O. BOX 2497  
RESERVE, LA. 70084  
504-415-4350

THIS SUBDIVISION BEING IN ACCORDANCE WITH THE STATUTES OF THE STATE OF LOUISIANA AND THE ORDINANCES OF THIS BODY IS HEREBY APPROVED.

APPROVED: ST. JOHN THE BAPTIST PARISH  
PLANNING COMMISSION CHAIRMAN  
COUNCIL CHAIRMAN  
PRESIDENT

DATE: 10/11/07  
DATE: 10/11/07  
DATE: 10/11/07

NOTE: THE AVAILABILITY/INSTALLATION OF SEWER AND/OR WATER CONNECTIONS IS THE RESPONSIBILITY OF THE CURRENT OR FUTURE OWNER(S).

THIS SUBDIVISION BEING IN ACCORDANCE WITH THE STATUTES OF THE STATE OF LOUISIANA AND THE ORDINANCES OF THIS BODY IS APPROVED BY THE COUNCIL OF THE PARISH OF ST. JOHN THE BAPTIST PARISH, LOUISIANA AT ITS REGULAR MEETING HELD

ORDINANCE NO. \_\_\_\_\_

**Stephen P. Flynn**  
STEPHEN P. FLYNN  
P.L.S. LA. ST. REG. NO. 4668

DRAWN BY: TPT | DRAWING NO. L1545\_RESUB

**RIVERLANDS SURVEYING COMPANY**  
505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

Recorded On: 10/11/11 11:52 AM  
0282620  
Elisha D. DeFrance, Jr., Notary Public  
Notary Seal

**TITLE:** EXHIBIT PLAT TO REZONE LOT TH-1 FROM ZONE C-3 TO ZONE I-2  
**TITLE:** SURVEY PLAT & RESUBDIVISION OF A PORTION OF TERRE HAUTE PLANTATION INTO A LOT HEREIN DESIGNATED AS LOT TH-1 OF TERRE HAUTE PLANTATION, SITUATED IN SECTIONS 30, 32 & 60, T-11-S, R-6-E, RESERVE, ST. JOHN THE PARISH, LOUISIANA.

**DATE:** OCTOBER 11, 2007

**SURVEY REFERENCE:** A SUBURBAN/MARSHLAND ALTA/ACSM LAND TITLE SURVEY OF A PORTION OF TERRE HAUTE PLANTATION BY LANDMARK SURVEYING, INC. DATED AUGUST 14, 1994 LAST REVISED JANUARY 30, 1995.

**BASIS OF BEARING:** BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "B" PER FEDERAL INSURANCE RATE MAP NUMBER 220164-0200C DATED 2/2/1983.

**SURVEYOR'S NOTES:**

- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 48:151, CHAPTER 25 FOR A CLASS "C" SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.
- D. ADJOINING PROPERTY OWNERS PROVIDED BY THE PARISH TAX ASSESSOR'S OFFICE.
- E. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH, AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

UNITED STATES OF AMERICA 252700  
**State of Louisiana**

**Box McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of a Merger document whereby TEN-G, INC., organized  
under the laws of LOUISIANA, is merged into

TEN-G, L.L.C.

Organized under the laws of LOUISIANA,

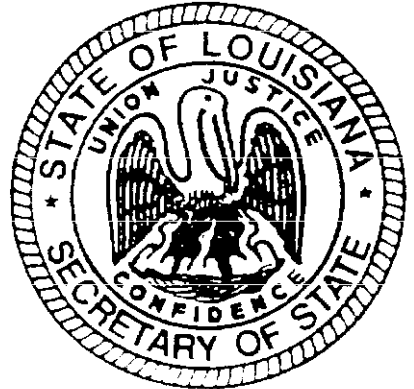
Was filed and recorded in this Office on December 29, 2004,  
with an effective date of December 27, 2004.

FILED FOR RECORD  
2005 JAN 24 AM 9:56  
CLERK OF COURT  
PARISH OF ST. JOSEPH  
THE BAPTIST, LA.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*  
December 29, 2004

*Box McKeithen*  
ABA 35844940K 35844941

*Secretary of State*



UNITED STATES OF AMERICA

State of Louisiana

Jox McKeithen  
SECRETARY OF STATE

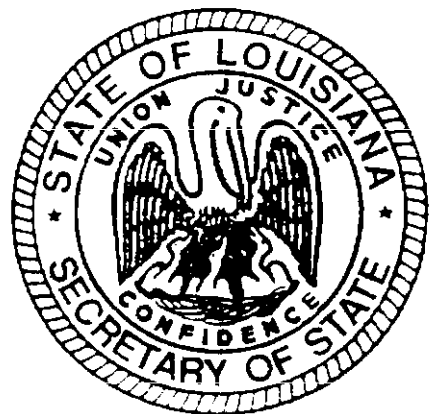
*As Secretary of State, of the State of Louisiana, I do hereby Certify that the annexed transcript was prepared by and in this office from the record on file, of which purports to be a copy, and that it is full, true and correct.*

*In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,*

DEC 29 2004

*Jox McKeithen*

*Secretary of State*



UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

ACT OF MERGER

BY: Ten-G, Inc.  
AND: Ten-G, L.L.C.

Be it known that on this 27th day of December, 2004, before me, the undersigned,  
Notary Public, personally came and appeared:

**Ten-G, Inc.**, a Louisiana domestic corporation domiciled in the Parish of St. John  
the Baptist, represented by Francis W. Guidry, Jr. Its duly authorized President by the attached  
Joint Resolution of its Shareholders and Board of Directors; and

**Ten-G, L.L.C.**, a Louisiana Limited Liability Company, represented herein by  
Francis W. Guidry, Jr. And I. B. Thames, III its duly authorized Managers pursuant to a  
Authorization Of All Members attached hereto.

The appearers then jointly declared as follows:

1.

The officers, directors and shareholders of Ten-G, Inc. have unanimously elected  
and chosen to commence operating as a Louisiana Limited Liability Company, for business and  
tax reasons.

2.

Louisiana Law does not presently allow for direct conversion from a Corporation  
to a Limited Liability Company.

3.

Francis W. Guidry, Jr. I. B. Thames, III, Michelle G. Thames, Gregory L. Guidry,  
Barry Guidry, E. J. Guidry, III, Stephen R. Guidry, Francine G. Schexnayder, Christopher A.  
Guidry and Leon G. Guidry have therefore established Ten-G, L.L.C. as a separate entity  
recognized and registered with the Secretary of State of the State of Louisiana, with the full  
consent and knowledge of the officers, directors and shareholders of Ten-G, Inc.

4.

Now therefore, the appearers do declare and effect a merger by and between Ten-  
G, L.L.C. and Ten-G, Inc., effective on the 27th day of December, 2004, at 12 o'clock a.m.

The appearers further declared that the surviving entity in regard to said merger shall be Ten-G, L.L.C., and that their company shall hereafter be known and designated as Ten-G, L.L.C. All shares of Ten-G, Inc. shall be converted to equal and proportionate shares in Ten-G, L.L.C. by surrender to the managers of the shares and posting of the membership interest in the records of the company.

Thus done and signed this 27th day of December, 2004.

Ten-G, Inc.

BY: Francis W. Guidry, Jr.  
Francis W. Guidry, Jr. President

Ten-G, L.L.C.

BY: Francis W. Guidry, Jr.  
Francis W. Guidry, Jr., Manager

BY: I. B. Thames, III  
I. B. Thames, III, Manager

WITNESSES:

Jan A. Teague  
Printed Name: Jan A. Teague

Angela Jennings  
Printed Name: Angela Jennings

Anthony J. Nobile  
NOTARY PUBLIC



RESOLUTION OF THE SHAREHOLDERS  
AND DIRECTORS OF TEN-G, INC.  
AUTHORIZING MERGER

It was resolved, at a meeting of all shareholders and directors of Ten-G, Inc. held on the 20th day of December, 2004, with all shareholders and directors being present, and voting unanimously in favor thereof, as follows:

1.

Whereas, Ten-G, Inc. is a Louisiana domestic corporation domiciled in the Parish of St. John the Baptist; and

2.

Whereas the shareholders and directors have elected unanimously to commence operating the corporation as a Louisiana Limited Liability Company, for business and tax reasons adjudged to be in the best interests of the shareholders; and

3.

Whereas, Louisiana Law does not allow direct conversion from a corporation to a Louisiana Limited Liability Company;

4.

Now therefore, the shareholders and directors hereby authorize and direct Francis W. Guidry, Jr., its President, as representative and agent of Ten-G, Inc. to execute and enter into the following acts on behalf of Ten-G, Inc.:


- (a) Act of Merger, whereby Ten-G, Inc. merges with Ten-G, L.L.C., a Louisiana Limited Liability Company formed by the undersigned, which merger shall provide that Ten-G, L.L.C. shall be the surviving entity.


5.

Francis W. Guidry, Jr., President is authorized to perform any act and execute any document necessary to carry out the merger herein authorized.

CERTIFICATE OF SECRETARY

I, I. B. Thames, III, Secretary of Ten-G, Inc. certify the above and foregoing is a true copy of a Resolution adopted by all of the Shareholders and Directors of the Corporation at a joint meeting held on the 20<sup>th</sup> day of December, 2004 with all shareholders and Directors being present and voting unanimously for the resolution.

  
Attested: Francis W. Guidry, Jr.

  
I. B. Thames  
Secretary- Ten-G, Inc.  
Date: December 20, 2004

**AUTHORIZATION OF THE MEMBERS  
OF TEN-G, L.L.C.  
AUTHORIZING MERGER**

It was agreed and consented to, at a meeting of the membership of Ten-G, L.L.C. held on the 27th day of December, 2004, with all members being present, and voting unanimously in favor thereof, as follows:

1.

Whereas, Ten-G, Inc. is a Louisiana domestic corporation domiciled in the Parish of Jefferson; and

2.

Whereas the shareholders and directors of Ten-G, Inc. have elected unanimously to commence operating the corporation as a Louisiana Limited Liability Company, for business and tax reasons adjudged to be in the best interests of the shareholders; and

3.

Whereas, Louisiana Law does not allow direct conversion from a corporation to a Louisiana Limited Liability Company; and the undersigned formed Ten-G, L.L.C. for the specific purpose of merging the two entities;

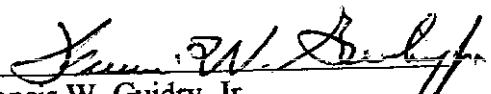
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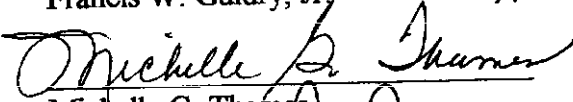
Now therefore, the members hereby authorize and direct Francis W. Guidry, Jr. and I. B. Thames, III, managers, as representatives and agents of Ten-G, L.L.C., to execute and enter into the following acts on behalf of Ten-G, L.L.C.:

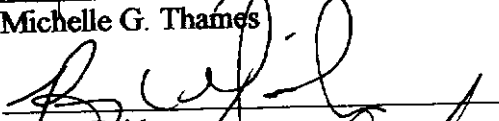
- (a) Act of Merger, whereby Ten-G, Inc. merges with Ten-G, L.L.C., a Louisiana Limited Liability Company, which merger shall provide that Ten-G, L.L.C. shall be the surviving entity
-

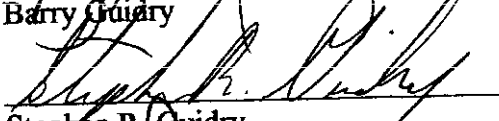
Francis W. Guidry, Jr. And I. B. Thames, III are authorized to perform any act and execute any document necessary to carry out the merger herein authorized.

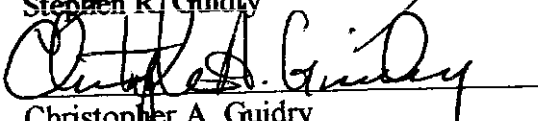
Thus executed on December 27th, 2004.


  
Francis W. Guidry, Jr.


  
Michelle G. Thames

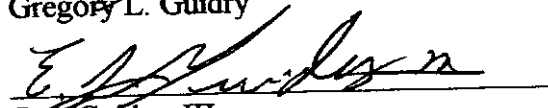
  
Barry Guidry

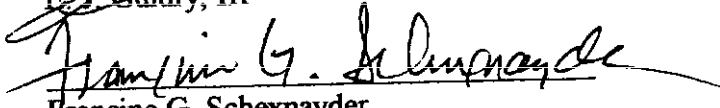
  
Stephen R. Guidry

  
Christopher A. Guidry

  
I. B. Thames, III

  
Gregory L. Guidry

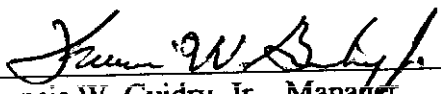
  
E. J. Guidry, III


  
Francine G. Schexnayder

  
Leon G. Guidry

#### CERTIFICATE OF MANAGERS

We, Francis W. Guidry, Jr. and I. B. Thames, III, Managers of Ten-G, Inc. certify the above and foregoing is a true copy of a Consent Of All Members adopted by all of the members at a meeting held on the 27<sup>th</sup> day of December, 2004 with all members being present and voting unanimously for the consent.

  
Francis W. Guidry, Jr., Manager

  
I. B. Thames, Manager  
Date: December 20, 2004



UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

ACT OF SALE  
BY SAVOIE INDUSTRIES, TO TEN-G, INC.

BE IT KNOWN that on the dates hereinafter set forth, before each of us, the undersigned Notaries Public duly commissioned and qualified in and for the said Parishes and State hereinafter set forth and in the presence of the undersigned competent witnesses, personally came and appeared:

SAVOIE INDUSTRIES, INC., (Tax I.D. No. 72-0765741), a Louisiana corporation domiciled in Assumption Parish, State of Louisiana herein represented by and through Michael J. Daigle, its duly authorized president, as per resolution of the Board of Directors of said corporation which is attached hereto and made a part hereof and whose present mailing address is P. O. Box 69, Belle Rose, Louisiana 70341 (hereinafter referred to as Seller) who declared that Seller does, by these presence, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without any warranty whatsoever as to the merchantability of the title hereinafter conveyed, even as to the return or reduction of the purchase price, but with full substitution and subrogation in and to any and all rights and actions of warranty which Seller has or may have against all preceding owners and vendors unto:

TEN-G, INC. (Tax I.D. No. 72-1027973) a Louisiana corporation domiciled in the Parish of St. John the Baptist, State of Louisiana herein represented by Francis Guidry, Jr., its duly authorized President as per resolution of the Board of Directors of said corporation, a copy of which is attached hereto and made a part hereof and whose present mailing address is P. O. Box 545, Reserve, LA 70084 (hereinafter referred to as Buyer) the property of Seller herein described as follows:

CONTROL #390

Commence at the P.O.B., being the intersection of the north right of way line of Airline Highway (U.S. 61) and the Eastern Line of Terre Haute Plantation; thence S88°19'54" W, along the Northern Right of Way Line of Airline Highway (U.S. 61) a distance of 2649.51' to a point; thence N 10°18'30" W a distance of 7034.34' to a point; thence N 77°33'17" E, along the 80 arpent line, a distance of 970.89' to a point; thence N 85°10'40" E, along the 80 arpent line, a distance of 2190.03' to a point, said point being on the Eastern Line of

Terre Haute Plantation; thence S 06°07'36" E a distance of 7278.57' to the P.O.B., containing 478.3 acres.

CONTROL #389  
(PORTION SOUTH OF INTERSTATE 10)

Commence at the Southeast corner of Section 85, T 11 S R 6 E; thence S 88°22'16" W a distance of 2546.53' to a point; thence N 00°36'07" W a distance of 2087.46' to a point; thence N 84°28'11" E along the Southern Right of Way Line of Interstate 10, a distance of 2561.93' to a point; thence S 00°33'52" E a distance of 1768.15' to the P.O.B., containing 112.7 acres.

CONTROL #389  
(PORTION NORTH OF INTERSTATE 10)

Commence at the Northeast corner of Section 85, T 11 S R 6 E; thence S 00°33'52" E a distance of 3095.19' to a point; thence N 84°28'11" W along the Northern Right of Way Line of Interstate 10, a distance of 2562.13' to a point; thence N 00°36'07" W a distance of 1528.36' to a point; thence N 89°06'06" E a distance of 1274.06' to a point; thence N 00°35'14" W a distance of 1288.20' to a point; thence N 89°28'21" E a distance of 1275.12' to the P.O.B., containing 135.4 acres.

LESS AND EXCEPT

- I. One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist, Louisiana and being more fully described as follows:

Commence at the Boundary line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway; thence measure along the North right of way of Airline Highway, S88°22'06" W, a distance of 1219.67 feet to a point; thence measure N12°04'59"W, a distance of 142.40 feet to a point; thence measure N8°16'50" W a distance of 2871.07 feet to a point; thence measure N7°15'29" W, a distance of 831.83 to a point; thence measure N8°20'27" W, a distance of 11.73 feet to the Point of Beginning; thence continue N8°20'27" W, a distance of 202.14 feet to a point; thence measure east a distance of 323.66 feet to a point; thence measure south 200 feet to a point; thence measure west 294.34 feet to the Point of Beginning and containing 61,800.00 square feet (1.419 acres, more or less).

Being the same property sold by Savoie Industries, Inc. to the United States of America by Act of Sale effective August 7th, 1996 and duly recorded under Entry No. 174248, COB 332, Folio 644 Parish of St. John the Baptist, State of Louisiana.

- II. Any mineral rights previously reserved which have not reverted back to Seller through lack of use or liberative prescription;
- III. Any and all sugar cane, sugar cane roots and sugar cane stubble on the above described premises.

RESERVATIONS, EASEMENTS AND CONDITIONS:

The property conveyed herein is subject to the following easements also granted to the United States of America by Savoie Industries, Inc. in the act of Sale above referenced.

50 Foot Nonexclusive Road Easement

A perpetual and assignable easement and right of way to locate, construct operate, maintain, and repair a roadway and utility lines in, upon, over, and across the land described, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the

right of way; subject; however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns, the right to use the surface of such land as access to their adjoining land. This easement is over the following described property to wit:  
Descriptive 50 Foot Nonexclusive Road Easement -- Tract 1E1

A 50 foot wide strip of land lying 25 feet on both sides of the following described centerline situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway, thence measure along the north right of way of Airline Highway, S88°02'06" W, a distance of 1245.09 feet to a Point of Beginning; thence measure along a centerline N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2867.65 feet to a point; thence measure N07°15'29" W a distance of 831.81 feet to a point; thence measure N08°20'27" W, a distance of 213.87 feet to a Point of Ending and containing 202,000.00 square feet more or less (4.651 acres more or less).

1000 Foot Restrictive Aerial Easement

A perpetual and assignable easement for the establishment, maintenance, operation, and use for a restrictive clear zone in, on, over, and across the land herein described as "restrictive easement" and consisting of the right to prohibit all obstructions above ground surface at the base of the tower within a one-thousand (1,000) foot radius from the center of the facility, together with the right to trim, cut, fell, and remove therefrom trees, underbrush, obstructions, and other vegetation, structures, or obstacles that abridge the rights and easement hereby acquired, subject however, to the rights of the landowner, his heirs and assigns to use the land for the type and height of the exceptions permitted beyond the various radii as described on Attachment 1, "Site Restrictions", and depicted on Attachment 2, "VORTAC Siting Criteria" plat, all height limitations of the exceptions being above the ground surface elevation at the base of the facility proper, and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads and pipelines, and any present or future use by landowner, his heirs and assigns, which does not interfere with or abridge the restrictive easement hereby acquired. This easement is over the following described property to wit:

Descriptive 1000 Foot Restrictive Aerial Easement -- Tract 1E2

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way line of Airline Highway; thence measure along the North right of way of Airline Highway, S88°22'06"W a distance of 1245.09 feet to a point; thence measure N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2812.86 feet to the Point of Beginning; thence measure along an arc of a curve to the right, being a full circle, whose center bears N06°02'28" E, a distance of 1000 feet, having a radius of 1000 feet, a distance of 6283.20 feet back to the Point of Beginning and containing 3,079,792.65 square feet (70.70 acres more or less).

The easement encompasses the area within the perimeter of the circle which has a radius of 1000 feet from the center of the

described facility site, containing 70.70 acres, more or less, excluding the VORTAC site proper 1,419 acre, but including the 1.28 acres overlapping 50 foot nonexclusive road easement lying within the 1000 restrictive aerial easement.

It is agreed that the immovable property herein conveyed and all improvements and component parts, all plumbing, electrical systems, built-in appliances, and all other items located thereon are conveyed by Seller and accepted by Buyer "AS IS", "WHERE IS" and "WITH ALL FAULTS" without any warranty of any kind whatsoever, even as to the metes and bounds, zoning, operation or suitability of such property for the use intended by Buyer, and without regard to the presence of apparent or hidden defects and with Buyer's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Buyer acknowledges and declares that neither Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statements or otherwise, and upon which Buyer has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Buyer has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Buyer, in its sole discretion, deems sufficiently diligent for the protection of its interests. Buyer expressly waives the warranty against eviction, warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Article 2476, 2501, any other applicable state or federal law and the jurisprudence thereunder. Buyer also waives any rights it may have in redhibition or to a reduction of purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the property hereby conveyed to it by Seller. By its signature, Buyer expressly acknowledges all such waivers and its exercise of the Buyer's right to waive warranty pursuant to Louisiana Civil Code Article 2503.

To have and to hold the above described property into Buyer, Buyer's successor and assigns forever. This sale is made and accepted in and for the consideration the price and sum of \$393,183.66 cash which Buyer has well and truly paid to said Seller who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefore. This sale is made subject to any servitudes, rights of way, or mineral servitudes and leases established by law or of record in the records of St. John the Baptist Parish, Louisiana affecting the property hereby conveyed by Seller to Buyer.

By reference to tax research it appears that all parish, city and taxes up to and including those due on the said property for the year 1996 have been paid. Taxes for the current year 1997 will be assumed by Buyer.

The parties to this act waive the production of mortgage and conveyance certificates and releases the undersigned notaries

from any liability by reason thereof.

This act of sale may be executed in any number of counterparts and by different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

STATE OF LOUISIANA  
PARISH OF St. James

THUS DONE AND SIGNED in Lutcher, Louisiana by Michael J. Daigle, duly authorized President of Savoie Industries, Inc. by virtue of the authority attached hereto and made a part hereof, and in the presence to the undersigned competent witness who have hereunto subscribed their names together with the said Michael J. Daigle and me notary on this 30<sup>th</sup> day of May, 1997.

SELLER:

WITNESSES:

SAVOIE INDUSTRIES, INC.

BY: Michael J. Daigle  
MICHAEL J. DAIGLE  
PRESIDENT

Dee J. Noble  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF ST. JAMES

THUS DONE AND SIGNED in Lutcher, Louisiana by Francis Guidry, Jr., President of Ten-G, Inc. by virtue of the authority attached hereto and made a part hereof, and in the presence of the undersigned competent witnesses, who have hereunto signed their names together with the said Francis Guidry, Jr. and me Notary on the 30<sup>th</sup> day of May, 1997.

BUYER:

WITNESSES:

TEN-G, INC.

BY: Francis Guidry Jr.  
FRANCIS GUIDRY JR.  
PRESIDENT

Dee J. Noble  
NOTARY PUBLIC

EXCERPT FROM A MEETING OF THE  
BOARD OF DIRECTORS OF  
SAVOIE INDUSTRIES, INC.  
DATED DECEMBER 19, 1996

BE IT RESOLVED, that MICHAEL J. DAIGLE, President of SAVOIE INDUSTRIES, INC., is hereby authorized, directed and empowered to appear before any Notary Public and to then and there sell and deliver the real estate described on Exhibit "A" which is attached hereto and made a part hereof, and/or all of the Corporation's right, title and interest therein, without any warranty whatsoever as to the merchantability of the title therein conveyed, even as to the return or reduction of the purchase price, but with full substitution and subrogation in and to any and all rights and actions of warranty which SAVOIE INDUSTRIES, INC. has or may have against all preceding owners and vendors unto: TEN-G, INC., for a price of THREE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED EIGHTY-THREE HUNDRED AND 66/100 (\$393,183.66) DOLLARS, and to receive and receipt for the selling price, and to execute on behalf of the Corporation any and all documentation associated with the sale and delivery of the real estate described on the aforementioned Exhibit "A"

C E R T I F I C A T E

I, Patrick E. Cancienne, Secretary-Treasurer of Savoie Industries, Inc., do hereby certify that the foregoing is a true and correct extract from the minutes of the telephone meeting of the Board of Directors of said corporation, held at its office in Belle Rose, La. on the 19th day of December 1996, at which meeting a quorum was present and voting throughout, and that the resolutions contained in said extract are in full force and effect and have not been revoked.

IN WITNESS WHEREOF, I have affixed my signature, this 29<sup>th</sup> day of May, 1997.

  
Patrick E. Cancienne  
SECRETARY-TREASURER

## EXHIBIT "A"

## CONTROL #390

Commence at the P.O.B., being the intersection of the north right of way line of Airline Highway (U.S. 61) and the Eastern Line of Terre Haute Plantation; thence S88°19'54" W, along the Northern Right of Way Line of Airline Highway (U.S. 61) a distance of 2649.51' to a point; thence N 10°18'30" W a distance of 7034.34' to a point; thence N 77°33'17" E, along the 80 arpent line, a distance of 970.89' to a point; thence N 85°10'40" E, along the 80 arpent line, a distance of 2190.03' to a point, said point being on the Eastern Line of Terre Haute Plantation; thence S 06°07'36" E a distance of 7278.57' to the P.O.B., containing 478.3 acres.

## CONTROL #389

(PORTION SOUTH OF INTERSTATE 10)

Commence at the Southeast corner of Section 85, T 11 S R 6 E; thence S 88°22'16" W a distance of 2546.53' to a point; thence N 00°36'07" W a distance of 2087.46' to a point; thence N 84°28'11" E along the Southern Right of Way Line of Interstate 10, a distance of 2561.93' to a point; thence S 00°33'52" E a distance of 1768.15' to the P.O.B., containing 112.7 acres.

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LESS AND EXCEPT

- I. One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist, Louisiana and being more fully described as follows:

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Being the same property sold by Savoie Industries, Inc. to the United States of America by Act of Sale effective August 7th, 1996 and duly recorded under Entry No. 174248, COB 332, Folio 644 Parish of St. John the Baptist, State of Louisiana.

- II. Any mineral rights previously reserved which have not reverted back to Seller through lack of use or liberative prescription;
- III. Any and all sugar cane, sugar cane roots and sugar cane stubble on the above described premises.

RESERVATIONS, EASEMENTS AND CONDITIONS:

The property conveyed herein is subject to the following easements also granted to the United States of America by Savoie Industries, Inc. in the act of Sale above referenced.

50 Foot Nonexclusive Road Easement

A perpetual and assignable easement and right of way to locate, construct operate, maintain, and repair a roadway and utility lines in, upon, over, and across the land described, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; subject; however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns, the right to use the surface of such land as access to their adjoining land. This easement is over the following described property to wit:

Descriptive 50 Foot Nonexclusive Road Easement -- Tract 1E1

A 50 foot wide strip of land lying 25 feet on both sides of the following described centerline situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway, thence measure along the north right of way of Airline Highway, S88°02'06" W, a distance of 1245.09 feet to a Point of Beginning; thence measure along a centerline N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2867.65 feet to a point; thence measure N07°15'29" W a distance of 831.81 feet to a point; thence measure N08°20'27" W, a distance of 213.87 feet to a Point of Ending and containing 202,000.00 square feet more or less (4.651 acres more or less).

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A perpetual and assignable easement for the establishment, maintenance, operation, and use for a restrictive clear zone in, on, over, and across the land herein described as "restrictive easement" and consisting of the right to prohibit all obstructions above ground surface at the base of the tower within a one-thousand (1,000) foot radius from the center of the facility, together with the right to trim, cut, fell, and remove therefrom trees, underbrush, obstructions, and other vegetation, structures, or obstacles that abridge the rights and easement hereby acquired, subject however, to the rights of the landowner, his heirs and assigns to use the land for the type and height of the exceptions permitted beyond the various radii as described on Attachment 1, "Site Restrictions", and depicted on Attachment 2, "VORTAC Siting Criteria" plat, all height limitations of the exceptions being above the ground surface elevation at the base of the facility proper, and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads and pipelines, and any present or future use by landowner, his heirs and assigns, which does not interfere with or abridge the restrictive easement hereby acquired. This easement is over the following described property to wit:

Descriptive 1000 Foot Restrictive Aerial Easement -- Tract 1E2

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation



and Star Plantation at the North right of way line of Airline Highway; thence measure along the North right of way of Airline Highway, S88°22'06"W a distance of 1245.09 feet to a point; thence measure N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2812.86 feet to the Point of Beginning; thence measure along an arc of a curve to the right, being a full circle, whose center bears N06°02'28" E, a distance of 1000 feet, having a radius of 1000 feet, a distance of 6283.20 feet back to the Point of Beginning and containing 3,079,792.65 square feet (70.70 acres more or less).

The easement encompasses the area within the perimeter of the circle which has a radius of 1000 feet from the center of the described facility site, containing 70.70 acres, more or less, excluding the VORTAC site proper 1,419 acre, but including the 1.28 acres overlapping 50 foot nonexclusive road easement lying within the 1000 restrictive aerial easement.

RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
TEN-G, INC.

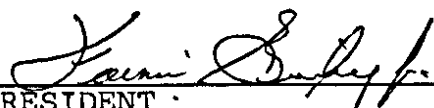
RESOLVED, that Francis Guidry, Jr., President of this corporation, be and he is hereby authorized and directed for, and on behalf of this corporation to purchase for the sum of \$393,183.66 from Savoie Industries, Inc. the immovable property described on attached Exhibit "A"

BE IF FURTHER RESOLVED, that this resolution and the powers conveyed to said Agent shall remain in full force and effect until notice of the rescission of this resolution is recorded in the public records of the Parish of St. John the Baptist, State of Louisiana.

Said Agent is authorized to execute all documents necessary to carry out the purchase of said property, and to pay the sales price to the Seller.

BE IT FURTHER RESOLVED that all previous acts performed by the said Agent be and they are hereby ratified and confirmed by the Corporation.

There being no further business, the meeting was adjourned on the 30<sup>th</sup> day of May, 1997.

  
\_\_\_\_\_  
PRESIDENT

CERTIFICATE

STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of Ten-G, Inc., hereby certify that the foregoing is a true and correct copy of a resolution unanimously adopted at a special meeting of the Board of Directors of said corporation held on the 30<sup>th</sup> day of May, 1997, all directors being present and voting for same.

In witness whereof, I have hereunto affixed by hand and seal of said corporation at Reserve, Louisiana, this 30<sup>th</sup> day of May, 1997.

  
\_\_\_\_\_  
SECRETARY

## EXHIBIT "A"

## CONTROL #390

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Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway, thence measure along the north right of way of Airline Highway, S88°02'06" W, a distance of 1245.09 feet to a Point of Beginning; thence measure along a centerline N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2867.65 feet to a point; thence measure N07°15'29" W a distance of 831.81 feet to a point; thence measure N08°20'27" W, a distance of 213.87 feet to a Point of Ending and containing 202,000.00 square feet more or less (4.651 acres more or less).

1000 Foot Restrictive Aerial Easement

A perpetual and assignable easement for the establishment, maintenance, operation, and use for a restrictive clear zone in, on, over, and across the land herein described as "restrictive easement" and consisting of the right to prohibit all obstructions above ground surface at the base of the tower within a one-thousand (1,000) foot radius from the center of the facility, together with the right to trim, cut, fell, and remove therefrom trees, underbrush, obstructions, and other vegetation, structures, or obstacles that abridge the rights and easement hereby acquired, subject however, to the rights of the landowner, his heirs and assigns to use the land for the type and height of the exceptions permitted beyond the various radii as described on Attachment 1, "Site Restrictions", and depicted on Attachment 2, "VORTAC Siting Criteria" plat, all height limitations of the exceptions being above the ground surface elevation at the base of the facility proper, and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads and pipelines, and any present or future use by landowner, his heirs and assigns, which does not interfere with or abridge the restrictive easement hereby acquired. This easement is over the following described property to wit:

Descriptive 1000 Foot Restrictive Aerial Easement -- Tract 1E2

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation

and Star Plantation at the North right of way line of Airline Highway; thence measure along the North right of way of Airline Highway, S88°22'06"W a distance of 1245.09 feet to a point; thence measure N12°04'59" W, a distance of 138.67 feet to a point; thence measure N08°16'50" W, a distance of 2812.86 feet to the Point of Beginning; thence measure along an arc of a curve to the right, being a full circle, whose center bears N06°02'28" E, a distance of 1000 feet, having a radius of 1000 feet, a distance of 6283.20 feet back to the Point of Beginning and containing 3,079,792.65 square feet (70.70 acres more or less).

The easement encompasses the area within the perimeter of the circle which has a radius of 1000 feet from the center of the described facility site, containing 70.70 acres, more or less, excluding the VORTAC site proper 1,419 acre, but including the 1.28 acres overlapping 50 foot nonexclusive road easement lying within the 1000 restrictive aerial easement.

FILED FOR RECORD  
97 JUN -2 AM 10:15  
CLERK OF COURT  
PARISH OF ST. JOHN  
THE BAPTIST LA

State of Louisiana

Parish of Lafourche



St. John The Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 11/ 9/2012 at 2:19 PM  
0001 Page  
**0000317806-CO**

### MEMORANDUM OF LEASE

**BE IT KNOWN AND REMEMBERED** that on the date hereafter shown and before the undersigned authority and in the presence of the undersigned competent witness,

**PERSONALLY CAME AND APPEARED:**

**RACELAND RAW SUGAR CORP.**, a Louisiana corporation duly organized under the laws of the State of Louisiana, herein represented by Daniels W. Duplantis, its Vice President; hereinafter "LESSEE"

who states that on the 3<sup>rd</sup> day of October, 2012, Raceland Raw Sugar Corp., as Lessee and, **TEN-G, L.L.C.**, as Lessor, entered into a Contract of Lease, leasing the premises more particularly described as follows:

Commence at the P.O.B., being the intersection of the North right of way line of Airline Highway (U.S. 61) and the Eastern line of Terre Haute Plantation; thence S8879 deg. 54 min. W, along the Northern Right of Way Line of Airline Highway (U.S. 61) a distance of 2649.51' to a point; thence N 0118 deg. 30 W, at a distance of 7034.34' to a point; thence 7733'17" deg. E; along the 80 arpent line, a distance of 970.89' to a point; thence N8570 deg. 40 min. E, along the 80 arpent line, a distance of 2190.03' to a point, said point being the Eastern Line of Terre Haute Plantation; thence S076'36" E, a distance of 7278.57' to the P.O.B., containing 478.3 acres.

For specific terms and conditions of said Lease, contact:

Daniels W. Duplantis  
Raceland Raw Sugar Corp.  
P. O. Box 159  
Raceland, Louisiana 70394-0159

or

Ten-G, L.L.C.  
3978 W. Airline HWY.  
Reserve, LA 70084

**THUS DONE** on the 7<sup>th</sup> day of NOVEMBER, 2012, at Thibodaux, Parish of Lafourche, and State of Louisiana.

**WITNESSES:**

Inudy Bryant  
Elizabeth Walcaver

**RACELAND RAW SUGAR CORP.**

Daniels W. Duplantis  
Daniels W. Duplantis, Vice President

Christopher H. Riviere  
Christopher H. Riviere  
Notary # 11297

0289886

STATE OF LOUISIANA

Line/Project Identification: Reserve St. John the Baptist Swamp No. 2008  
4450 W. Airline Hwy., PARISH OF ST. JOHN THE BAPTIST  
WR#22023057099

10:20 A

**RIGHT-OF-WAY INSTRUMENT**  
**ENTERGY LOUISIANA, LLC**

KNOW ALL MEN BY THESE PRESENTS THAT: **TEN-G, L.L.C.**, Grantor(s), herein represented by its' managers **FRANCIS W. GUIDRY, JR. AND I. B. THAMES, III** whose permanent mailing address is P. O. Box 2497, Reserve, Louisiana 70084, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor" for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of **St. John the Baptist**, State of Louisiana described as follows, to-wit:

A CERTAIN PORTION OF GROUND situated in Terre Haute Plantation, Section 32, T11S, R16E, Parish of St. John the Baptist, State of Louisiana. Said property was acquired by Grantor through act of sale recorded in the records of St. John the Baptist Parish on June 2, 1997 at COB 339, folio 288, Act #179867.

The right of way and servitude herein granted on the above described property is more fully shown in red on that Entergy Louisiana, LLC Drawing No. WR#22023057099 dated November 18, 2008, which is attached hereto and made a part hereof;


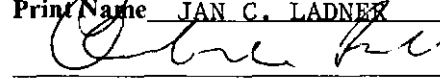
together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

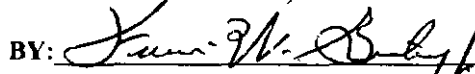

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electric Safety code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on the 1st day of December, 2008.

**WITNESSES:**

  
Print Name JAN C. LADNER  
  
Print Name DEBORAH RICKS

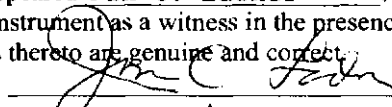
**GRANTOR: TEN-G, LLC**

BY:   
FRANCIS W. GUIDRY, JR. - MANAGER  
BY:   
I. B. THAMES, III - MANAGER

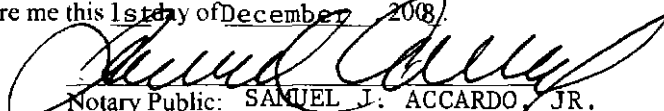
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned notary, personally came and appeared Jan C. Ladner, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, and that all of said signatures thereto are genuine and correct.

  
Appararer  
Sworn to and subscribed before me this 1st day of December, 2008.

Grantee's Permanent Mailing Address:  
4809 Jefferson Highway, Jefferson, LA 70121

  
Notary Public: SAMUEL J. ACCARDO, JR.  
Bar Roll # or Notary I.D. 24007  
LIFETIME COMMISSION

# Entergy

Local Office: 2070

Tax Dist: 234

WR Type: Customer

Acct#: 77367142

Phone#: 985-359-1970

Contact Person: Michael St-Martin

WR Name: Customer: Reserve C0855 - Provide Service to St John Parish for Sewer Dept Station @ 4450 W. Airline Hwy.

County/Parish: St. John

Section: Sewer

Pull off Loc. No.:

SO#:

Night Watcher SO#:

Last Call Ref#:

Right-of-Way

Yes

No

\$

Map:

Construction Type

OH

UG

Urban

Rural

WR#: 22023057099

Date: 11/18/08

Load PT:

Source PT:

Circuit No: C0855

Phase: ABC

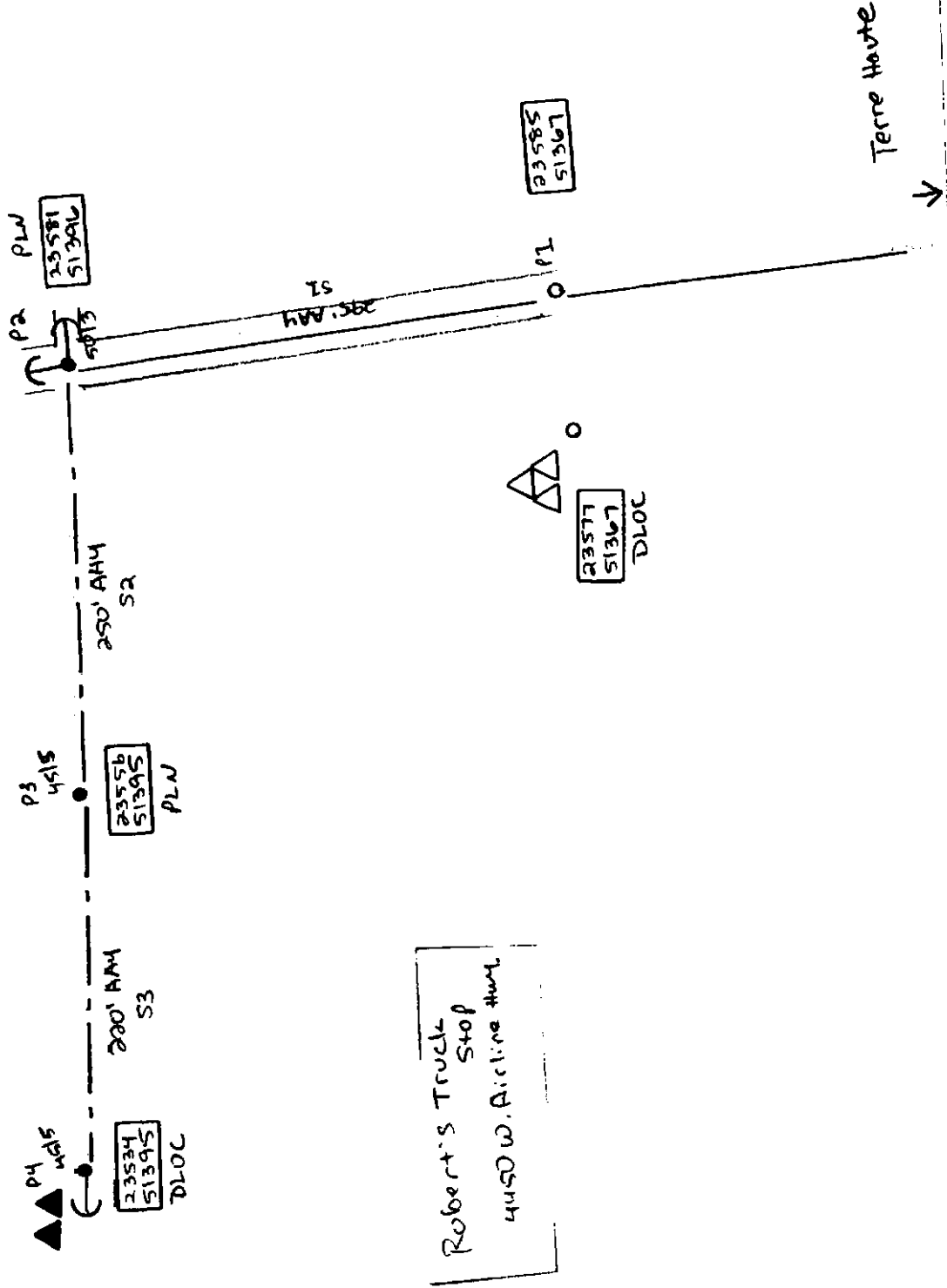
CEA#: 249108

Customer Service Reference #

Page 1 of 1

Designer: EOP

Scale 1"=100'



Airline Hwy.



0286089

STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

Recorded On: 06/11/2008 10:49A

Live 2008 Sent to the Office of the Clerk of Court  
Serve: Robert Truck Stop 4450 W. Airline  
WR#22021013308

**RIGHT-OF-WAY INSTRUMENT**  
**ENTERGY LOUISIANA, LLC**

KNOW ALL MEN BY THESE PRESENTS THAT: **TEN-G, L.L.C.**, Grantor(s), herein represented by its' managers **FRANCIS W. GUIDRY, JR. AND I. B. THAMES, III** whose permanent mailing address is **P. O. Box 2497, Reserve, Louisiana 70084**, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor" for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of **St. John the Baptist**, State of Louisiana described as follows, to-wit:

A CERTAIN PORTION OF GROUND situated in Terre Haute Plantation, Section 32, T11S, R16E, Parish of St. John the Baptist, State of Louisiana . Said property was acquired by Grantor through act of sale recorded in the records of St. John the Baptist Parish on June 2, 1997 at COB 339, folio 288, Act #179867.

The right of way and servitude herein granted on the above described property is more fully shown in red on that Entergy Louisiana, LLC Drawing No. WR#22021013308 dated May 20, 2008, which is attached hereto and made a part hereof;

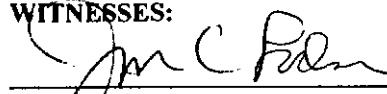
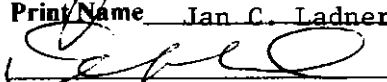
together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electric Safety code.

IN WITNESS WHEREOF. Grantor has executed this Right-of-Way Instrument on the 3<sup>rd</sup> day of June, 2008.

**WITNESSES:**

  
Print Name Jan C. Ladner  
  
Print Name Deborah Ricks

**GRANTOR: TEN-G, LLC**

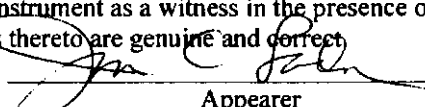
BY:   
**FRANCIS W. GUIDRY, JR. - MANAGER**

BY:   
**I. B. THAMES, III - MANAGER**

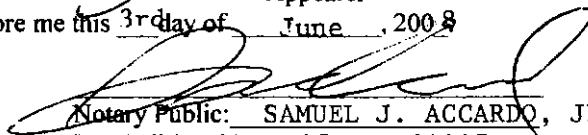
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned notary, personally came and appeared Jan C. Ladner, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, and that all of said signatures thereto are genuine and correct.

  
Sworn to and subscribed before me this 3<sup>rd</sup> day of June, 2008

Grantee's Permanent Mailing Address:  
4809 Jefferson Highway, Jefferson, LA 70121

  
Notary Public: **SAMUEL J. ACCARDO, JR.**  
Bar Roll # or Notary I.D. 24007  
LIFETIME COMMISSION

# Energy

14 M.

Local Office: 2070

File Date: 25TH

File Type: Revenue

Account: 73481541

Phone: 985-359-1470

Contact Person: Hutchings, St. Austin

File Name: Revenue Revenue COSSS-Florida Revenue 40 Fugate Creek.  
Use for Return Trade Stop @ 4450 W. Quindine Hwy.

County/Parish: St. John

Section: Section

Full off Loc. No.:

SOY:

Right of Way SOY:

Last Call Ref:

Right-of-Way No

Map:

Construction Type  
UG  
Burial

File: 20021013308

Date: 06/30/08

Load PT:

Source PT:

Circuit No: COSSS

Phase: ABC Ø

Scale 1"=100'

CRAG: 249030

Design: Energy

Page 1 of 1

Designer:



Airline Hwy. (Hwy. 61)

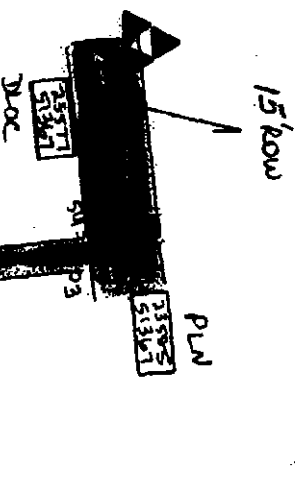
32696

11.408  
10.485

IC 62318-B

PL 23540  
5328 PLN

Source/Target - ABC



STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

**LEASE OF IMMOVABLE PROPERTY**

This agreement made and entered on the 9<sup>th</sup> day of May, 2008, by and between TEN-G, L.L.C., whose present mailing address is P.O. Box 2497 Reserve, Louisiana 70084 referred to as Lessor whether one or more and which appearer is represented in this agreement by Francis Guidry and I. B. Thames, III, its duly authorized Managers, pursuant to Consent a copy of which is attached hereto; and EIGHT-G, L.L.C., whose present mailing address is P.O. Box 2497 Reserve, Louisiana 70084 referred to as Lessee whether one or more and which appearer is represented in this agreement by Francis Guidry and I. B. Thames, III, its duly authorized Managers, pursuant to Consent recorded as Entry Number 0281422 Parish of St. John the Baptist, State of Louisiana.

For the consideration set forth and expressed below and the covenants and agreements contained in this agreement to be kept and performed, the parties have agreed and do agree as follows:

1. Lessor, for the price and consideration, and on the terms and conditions set forth and expressed in this agreement, without warranty of any kind, except as to the return of rentals paid by Lessee in the event of failure of Lessor's title, has leased to Lessee the property described on attached Exhibit A.
2. The premises described above are to be used by Lessee for the purpose of and in connection with retail shopping, convenience store, truck stop & casino.
3. Lessee agrees to obey and abide by all state, federal and parish laws, statutes, ordinances and regulations and not to conduct any noxious or offensive activity on the premises. Violation of this provision as well as any other provision of this lease gives lessor the option to cancel this lease.
4. Lessee may sublease or transfer this lease in whole or in part or grant to anyone the use, possession or occupancy of any portion of the leased premises. However, Lessee shall remain liable for all of the obligations contained in this lease agreement.
5. Subject to the provisions of this agreement, this lease is made and accepted for a primary term or period of twenty (20) years commencing on the first day of May, 2008 and ending on the 30<sup>th</sup> day of April, 2028, at a rental of \$30,000.00 per year (the Base Amount), payable in monthly installments of \$2,500.00, payable in advance. Commencing on May 1<sup>st</sup>, 2013 and on every five (5) year anniversary thereafter and for so long as the Lease is in effect, Lessee agrees to pay Lessor the Base Amount specified above for that period, increased by the "CPI Factor" based on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84 = 100), ("Consumer Price Index"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Consumer Price Index by any United States governmental agency. The "CPI Factor" hereunder is a fraction, the numerator of which is the Consumer Price Index for the month of January preceding

the month of May in which the adjustment is to take place, and the denominator of which is the Consumer Price Index for the month of January, five (5) years prior to the current adjustment, adjusted to the nearest one-tenth of one percent. (Note: the Base Amount shall only be increased by the CPI Factor. If the CPI Factor for any five (5) year period used hereunder is less than 1.0, the Base Amount as set forth above, as previously increased, shall apply, without any decrease). Also, Lessee shall, during the term of this Lease, pay and discharge punctually as and when the same shall become due and payable, all ad valorem and property taxes on the Leased Premises and on any construction or improvements made by Lessee thereon.

6. Lessee shall have the option to renew this lease for three (3) additional ten (10) year renewal terms. The renewals shall be automatic unless, Lessee notifies Lessor, in writing, of Lessee's intention not to extend the lease within 180 days prior to the expiration of the initial term of this lease or any renewal terms then in effect. In the event that regulations of any local, state or federal governmental authority prohibit the operations of Lessee on the property or prohibit or unduly restrict its access to the property, Lessee has the option to cancel this lease by giving Lessor three months notice in writing, provided, however, Lessor owes Lessee no refund of rental already paid.

7. All buildings, structures, and improvements constructed by Lessee on the Leased Premises shall at the termination of this Lease, become the property of the Lessor without any compensation to Lessee, it being agreed that Lessee may remove its portable machinery, equipment, mobile buildings, and tools at termination, provided that Lessee shall repair any damage to the Leased Premises and buildings, structures, or improvements caused by such removal. However, Lessor reserves the right to demand removal of all buildings, structures, and improvements and the restoration of the Leased Property to its original condition, all at the cost of the Lessee.

8. Lessee shall defend, indemnify and save harmless Lessor from and against any and all costs and expenses (including reasonable attorney's fees), liabilities, damages, penalties or judgments arising from loss, damage or injury to person or property sustained by any person or entity in and about the Leased Premises resulting from the fault, negligence, gross negligence, or willful misconduct of Lessee's agents, employees, contractors, permittees, or invitees. Lessee shall also, at Lessee's own cost and expense, defend, indemnify and save harmless Lessor against any and all suits, liens, or actions by governmental authorities (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any claim or claims directly arising out of Lessee's activities or operations on the Leased Premises but excluding the negligent acts of Lessor, its employees or agents, and excluding Lessor claims for consequential damages and/or punitive damages, but including third party claims for consequential damages and/or punitive damages.

In addition, Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, demands, obligations, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by or claimed against Lessor as a result of (a) Lessee's (or Lessee's subtenants' or assignees') failure to fulfill any obligations, conditions, covenants, liabilities, duties, and/or obligations of the Lessee under this Lease; or (b) Lessee or Lessee's subtenants', assignees', employees', agents', contractors', permittees', or invitees' fault, negligence, gross negligence or willful misconduct, but excluding Lessor claims for

consequential damages and/or punitive damages, but including third party claims for consequential damages and/or punitive damages. This indemnity shall survive the expiration or earlier termination of this Lease, except as to the transfer to any third party not related to Lessee and consented to by Lessor as provided above.

In the event that Lessee causes any oil, oil products, derivatives, or other toxic materials, contaminants or pollutants (collectively referred to as "Hazardous Materials"), or the release of such Hazardous Materials on, from or under the Leased Premises, or if the presence on, from or under the Leased Premises of these substances otherwise arises out of any act of Lessee or operations of Lessee, including those that may occur through an "act of God", then without limitation of any other rights or remedies available to Lessor hereunder or at law, Lessee shall indemnify, defend, protect and hold harmless Lessor (and Lessor's affiliates, agents, or successors to Lessor's interest in the Leased Premises) (collectively, herein "Indemnity") from any and all claims, judgments, damages, remediation or clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including without limitation attorneys', consultants' and experts' fees and any fees incurred by Lessor to enforce the Indemnity) which arise during or after the term of this Lease as a result of Lessee's breach of such obligations or such release or such contamination of the Leased Premises to the extent caused by Lessee, its agents, employees, contractors, permittees, or invitees. This Indemnity of Lessor by Lessee includes, without limitation, costs incurred in connection with any clean-up, remedial, removal or restoration work as required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on, under or originating from the Leased Premises and attributable to Lessee's activities or operations on the Lease Premises, but excluding Lessor claims for consequential damages and/or punitive damages, but including third party claims for consequential damages and/or punitive damages. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused by Lessee results in any contamination, release, or threatened release of Hazardous Material on, from or under the Leased Premises or other properties, Lessee shall promptly take all actions at its sole cost and expense as are required under applicable governmental laws. This Indemnity shall survive the expiration or earlier termination of this Lease and shall survive any transfer of Lessor interest in the Leased Premises, and shall survive the sublease or assignment of the Lease by the Lessee, except as to the transfer to any third party not related to Lessee and consented to by Lessor. As used herein, the term "Hazardous Material" also means any material referred to hereinabove and any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingles or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency or Louisiana Department of Environmental Quality as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (a) a petroleum product, crude oil or any fraction thereof, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act, (33 U.S.C. § 1317), (e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation

and Recovery Act, 42, U.S.C. §6901, *et seq.* (42 U.S.C. §6903), or (0 defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

9. Lessee shall provide at Lessee's expense, and keep in force during the term of this Lease, general liability insurance with an insurance company licensed to do business in the State of Louisiana, selected by Lessee, and reasonably satisfactory to Lessor, in a combined single limit of at least One Million Dollars (\$1,000,000.00) with respect to injury or death to any person or persons or damage to property, including the Leased Property. Such policy or policies shall include Lessor as additional named insured with full waiver of subrogation, and shall contain sudden and accidental coverage in the event that Lessor's property is damaged, polluted, or contaminated, and coverage for remediation and clean up costs, and such coverage shall provide for the obligations of Lessee under Paragraph 8 (Indemnity) herein, and shall include coverage for "acts of God." In all cases, policies of Lessee shall provide primary coverage in respect to policies of Lessor. Lessee agrees to deliver certificates of such insurance, and the entire policy with all endorsements, to Lessor at the beginning of the term of this Agreement and, if requested by Lessor, annually thereafter, and not less than sixty (60) days prior to the expiration of any such policy. Such insurance shall be non-cancelable without ninety (90) days prior written notice given to Lessor as provided for in Section 13 herein, and any certificate shall state that the insurer will notify Lessor of cancellation at least ninety (90) days prior thereto.

During the construction of any additional improvements on the Leased Premises, Lessee or Lessee's contractor shall carry builders' risk insurance and workers' compensation, covering all risks normally covered by such policies. Lessor will be named as additional insureds in such policies with full waiver of subrogation on all liability coverage. Lessor will be provided full waiver of subrogation on all workers' compensation policies.

10. As further consideration for this agreement and the rents paid, the Lessee shall have an exclusive right to purchase the Leased Premises under the following terms and conditions:

a) Lessee shall not be in default of any of the provisions of this lease.

b) Lessee shall give to Lessor a written notice of its intent to purchase the Leased Premises and provide to Lessor a list of three (3) qualified, MAI certified appraisers for the determination of the fair market value of the property. Within five (5) days of said notice, Lessor shall provide to Lessee, in writing, its selection of one or more of the appraisers as being mutually agreeable as to the parties. If Lessor does not respond, then Lessee may select any of the appraisers as being mutually acceptable to the parties.

c) Within forty-five (45) days of his selection, the mutually acceptable appraiser shall make an appraisal of the fair market value of the property and send his appraisal to the Lessor and Lessee. Each party will have ten (10) days to traverse the appraisal and to raise any questions as to the methodology used in the preparation of the appraisal. The appraiser shall then consider all

issues raised and make a final report of the appraisal which shall be binding on the parties.

d) Lessee shall then have thirty (30) days in which to purchase the property from the Lessor. Lessee shall bear all cost of the appraisal and all closing cost of the transaction, except as to cancellations and curative title work necessary to provide good and merchantable title to the property.

e) Lessee shall have the right of specific performance should Lessor fail to sell the property for the determined fair market value.

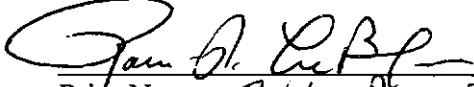
11. All notices, demands and correspondence made necessary by the provisions of this agreement are deemed properly given, served or addressed if and when delivered or sent by mail or telegram, directed to Lessor and Lessee at the addresses stated above. The address of either party may be changed on given written notice of that change to the other party.

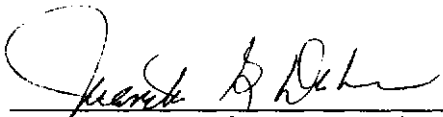
12. All rentals must be paid to Lessor at P.O. Box 2497 Reserve, Louisiana 70084.


13. All the agreements and stipulations contained in this lease and all the obligations assumed in it will inure to the benefit of and be binding on the successors and assigns of the respective parties.

The parties have signed this lease in the presence of the undersigned, good and competent witnesses, as of the day and date first above written.

Witnesses:

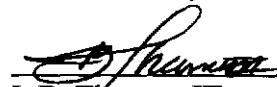
  
Print Name: Robbier P. LaBlanc

  
Print Name: Judith G. Duhon

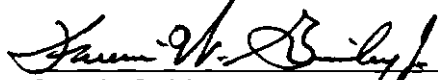
  
Notary Public  
Anthony J. Nobile  
Notary Public  
Commission Number: 10010  
Commission Expires: At Death

Ten-G, L.L.C.

  
Francis Guidry, Jr.

  
I. B. Thames, III

Eight-G, L.L.C.

  
Francis Guidry, Jr.


  
I. B. Thames, III

EXHIBIT A TO LEASE  
BETWEEN TEN-G, L.L.C. AND EIGHT-G, L.L.C.

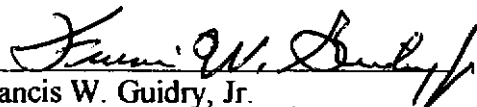
A certain lot or portion of ground described as Lot TH-1 on a plan of survey and resubdivision of a portion of Terre Haute Plantation, situated in Sections 30, 32 & 60, T-11-S, R-6-E, Reserve, St. John the Baptist Parish, Louisiana, dated October 11, 2007, a copy of which is recorded at Entry Number 0282619 in the Parish of St. John the Baptist, State of Louisiana, and according to survey said lot is more fully described as follows: Lot TH-1 measures 500.00 feet front on Airline Highway-U.S. Highway 61, by a depth on its Eastern boundary of 540.00 feet and a depth on its Western boundary of 536.44 feet to a width in the rear of 540.25 feet, all as is more fully shown on said survey.



### Consent Of Members For Authorization Of Manager


Be IT Known that at a meeting of all of the members of Ten-G, L.L.C. held on December 20th, 2004, the managers of said LLC, **Francis W. Guidry, Jr. And I. B. Thames, III, acting jointly**, were authorized as the Operating Managers of the Company to be the Chief Executive Officers of the Company and shall in general supervise and control all of the business and affairs of the Company. They may, at their discretion, buy, sell, exchange, transfer, mortgage and encumber any of the property of the LLC. They may sign any deeds, mortgages, bonds, contracts or other instruments, which they deem, in their sole discretion, to be in the best interest of the LLC. They shall perform such additional duties as shall be from time to time prescribed by written resolution of the Members. The Operating Managers shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company. The Operating Managers shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work. The Operating Managers shall also perform such additional duties as shall be prescribed by the Members from time to time.

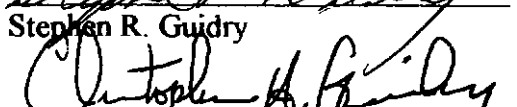
Thus attested to by all members of Ten-G, L.L.C. on December 27th, 2004


  
Francis W. Guidry, Jr.

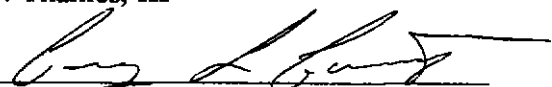
  
Michelle G. Thames


  
Barry Guidry

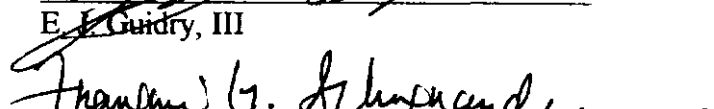
  
Stephen R. Guidry

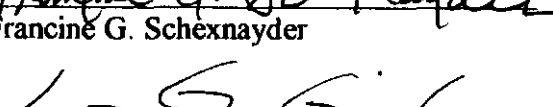
  
Christopher A. Guidry


  
I. B. Thames, III

  
Gregory J. Guidry

  
E. J. Guidry, III

  
Francine G. Schexnayder

  
Leon G. Guidry

A TRUE COPY  
  
NOTARY PUBLIC  
5/9/08

LEASE

STATE OF LOUISIANA  
PARISH OF ASSUMPTION

1. PARTIES:

LESSOR: TEN-G, INC. (Tax I.D. #72-1027973), a Louisiana corporation domiciled in the Parish of St. John the Baptist, State of Louisiana herein represented by Francis Guidry, Jr. its duly authorized President, as per resolution of the Board of Directors of said corporation, which is attached hereto and made a part hereof, whose present mailing address is P.O. Box 545 Reserve, La. 70084 (hereinafter referred to as "LESSOR");

LESSEE: SAVOIE INDUSTRIES, INC. (Tax I.D. #72-0765741), a Louisiana corporation domiciled in Assumption Parish, State of Louisiana, herein represented by and through MICHAEL J. DAIGLE, its duly authorized President, as per resolution of the Board of Directors of said corporation, which is attached hereto and made a part hereof, whose present mailing address is P.O. Box 69, Belle Rose, La. 70341 (being hereinafter referred to as "LESSEE");

2. PREMISES LEASED:

Certain tracts of land located in St. John The Baptist Parish specified and delineated and more specifically described on Exhibits "A" and "B" attached hereto and made a part hereof.

LESSOR warrants LESSEE the peaceable possession of the Leased Premises. LESSEE represents that LESSEE or LESSEE's representative has fully inspected the Real Estate and improvements, and LESSEE accepts the same in the presently existing condition.

3. PURPOSE:

It is agreed and understood that the property herein leased will be used solely for the production of agricultural crops in accordance with customary industry standards. The primary crop will be sugar cane. LESSEE shall have the sole discretion as in what manner the Leased Premises shall be farmed including but not limited to what portions of the Leased Premises shall be farmed and when it shall be farmed. Further, it shall be in LESSEE'S sole discretion to grow any cash crop if sugar cane is uneconomically feasible.

4. TERM:

4.1 Term of the lease will be for ten (10) years beginning January 1, 1997. The lease will be terminate on December 31, 2006 unless extended as provided herein. LESSEE shall have the right to extend this lease beyond its initial term for one (1) successive term of five (5) years by giving notice to LESSOR at least, six months prior to December 31, 2006. On the termination of this lease or the renewal term thereof, the parties will determine that portion of the Leased Premises upon which crops have not been harvested or stubble not removed. For that portion of the Leased Premises, the parties may decide to extend the lease term until said crops are harvested or said stubble removed in order for LESSEE to harvest the same, provided, however that LESSEE right to remain past any termination date is inferior to the rights of LESSOR, its agents, or assigns. Said extension will be effective when designated in writing signed by the parties.

4.2 Subject to the restrictions as to acreage hereinafter specified, should LESSOR desire to use any of the Leased Premises for nonagricultural purposes, LESSOR shall notify

LESSEE, in writing of its intention to have the acreage released. The lease will terminate sixty (60) days from the date of said notice conditioned upon the payment to LESSEE for the cane and cane stubble provided in Section 10 herein. If LESSOR'S taking of a portion of the Leased Premises as provided for above results in the closing of a drainage canal, rerouting of a field road or in any way interferes with the farming of the Leased Premises or LESSEE'S farming operations, LESSOR at its sole expense shall make the necessary repairs or accommodations to the leased premises so that LESSEE can continue its farming operations.

4.3 The above restriction on the right of release shall be limited as to acreage during the primary term of this Lease as follows:

1) LESSOR shall have the right to have released from this Lease twenty-three (23) acres of land in 1997 and an additional seven (7) acres of land per year for each year of the Lease.

2) The LESSOR shall have the right to prospectively exercise and/or accumulate this right of release for future or past years. Prospective exercise shall be limited to five (5) years or less. As an example and illustration of this right, LESSOR, in the first year of this Lease, could release up to fifty-one (51) acres of the Leased Premises, but then no additional acreage should be released during the next five (5) years; or LESSOR in the sixth (6th) year of this Lease could release ninety-four (94) acres of the Leased Premises, if no acreage had been released prior to the sixth (6th) year of said Lease.

5. OCCUPANCY BEYOND TERM:

LESSEE'S continued occupancy of the Leased Premises beyond the original term or the renewal term or earlier termination of this lease shall not constitute a reconduction of this lease, nor extend the term of this lease. LESSOR and LESSEE agree that LSA Civil Code art. 2688 shall not apply to such continued possession by LESSEE.

6. SURRENDER:

Upon the expiration or termination of this lease, whether by forfeiture, lapse of time or otherwise, LESSEE shall surrender and deliver the Leased Premises to LESSOR in as good condition and repair as at the time LESSEE takes possession of same, reasonable wear and tear excepted. All additions, repairs and replacements and all improvements in or upon the Leased Premises placed, affixed or installed there by LESSEE, shall become LESSOR'S property and shall remain upon the Leased Premises upon expiration or termination of this Lease, by lapse of time or otherwise, without compensation or allowance or credit to LESSEE, except as otherwise provided for in Section 10 and 14 herein.

7. CONSIDERATION:

7.1 As consideration for the premises leased, LESSEE shall pay LESSOR the greater of:

7.1.1 For all crops, except for sugar cane, a minimum rent of \$45.00 per acre for each acre occupied that is available for cultivation each year as established by the Farm Service Agency (FSA); or

7.1.2 One-seventh (1/7) of all the proceeds derived from the sale of sugar cane or any other marketed crop grown on the premises, as well

as one-seventh (1/7) of any other payments received from any source attributed to such crop or crops.

7.2 For any and all crops, payments will be made by the processing mill directly to LESSOR as crop shipments are made to the mill and settlements will be made according to mill policies and procedures. The determination and payment of any deficit in annual consideration shall be made when determinable at the end of each crop year.

7.3 If a crop other than sugar cane, payments of the \$45.00 per acre shall be made as customary in the crop industry.

8. FSA REGULATIONS:

LESSEE agrees to comply with all federal and state rules and regulations of the Farm Service Agency (the "FSA"). The parties agree that (a) this Lease is to be construed as a Cash Lease, (b) LESSOR is not to be construed as an Operator or Producer, and (c) LESSEE is not to be construed as a Custom Farmer, Joint Venturer, or Partner as those terms are defined or described in the FSA Handbook. In the event the FSA office makes a determination that the LESSOR will be considered or construed to be an Operator or Producer under the terms of this Lease, or that LESSOR is otherwise eligible to receive program payments in LESSOR'S name as Operator or Producer as such payments relate to the Leased Premises and is subject to any payment limitations, LESSOR does hereby waive, release and forever relinquish any and all rights it may have to such payments. LESSOR agrees to execute any FSA forms or documents necessary to release its rights to any amount payable to it as Operator or Producer, it being LESSOR'S intent that it shall not receive any subsidy payments, including diversion or deficiency payments, except to the extent that such payments are lawfully payable to LESSEE and assigned to LESSOR for payment of cash rent.

9. RECORDS:

LESSEE agrees to keep and maintain accurate records on the Leased Premises and grant LESSOR access thereto, showing total crops planted and quantity and quality of crop harvested on the Leased Premises. LESSEE authorizes any and all buyers, warehousemen or processors to release production and yield records relative to the crops on the Leased Premises upon the request of LESSOR. LESSEE further authorizes the FSA to make its records available to LESSOR to the same extent such records are available to LESSEE as to the Leased Premises.

10. STUBBLE OWNERSHIP AND REIMBURSEMENT:

LESSOR acknowledges that the sugar cane on the Leased Premises at the commencement of this lease is owned by LESSEE. Therefore, upon early termination or expiration of any or all of the property comprising the Leased Premises, if plant cane, first year stubble or second year stubble is left on the Leased Premises upon which the lease is terminated, or expires, LESSOR shall be obligated to pay LESSEE for the plant cane, first year stubble and second year stubble left on the premises in accordance with Schedule "C" which is attached hereto and made a part hereof.

11. HUNTING AND FISHING RIGHTS:

LESSOR reserves to itself any and all hunting, fishing, and trapping rights on the Leased Premises but shall exercise same without interfering with LESSEE'S agricultural operations.

12. INDEMNITY:

- 12.1 LESSEE agrees to indemnify and save LESSOR its parent, subsidiaries, affiliates, officers, directors, employees or successors and assigns, harmless from any and all claims and liability arising out of and/or incident to the use or occupancy of the Leased Premises by LESSEE, its agents, servants, employees, licensees or invitees or the act or omission of LESSEE its agents, servants, employees, licensees or invitees.
- 12.2 LESSEE agrees to maintain a policy of liability insurance for the premises with a single limit minimum of \$1,000,000.00 naming LESSOR as additional insured, workers' compensation insurance and furnish LESSOR with certificates of such coverage.

13. MAINTENANCE OF PREMISES:

- 13.1 LESSEE agrees to maintain an acceptable weed control program, split ditches, main drainage canals, roads and headlands on the Leased Premises.
- 13.2 An existing pump station is located on Terre Haute. LESSOR shall be responsible for the payment of all costs for fuel and repairs for said pump. LESSEE shall maintain this pump station and pay for all maintenance. LESSEE shall be responsible for repairs and pay for repairs up to \$2000.00. LESSEE will contact LESSOR prior to commencing any repairs in excess of \$2,000.00. Said pump is owned by LESSOR.
- 13.3 At any time during the term of this Lease, LESSOR may enter upon the Leased Premises without notice to LESSEE to inspect the property.
- 13.4 At the termination of this lease for any cause, at LESSOR'S option, LESSEE agrees to provide equipment to disc and/or level the leased premises. LESSOR shall reimburse LESSEE for the cost of fuel and labor for said services.

14. ALTERATIONS:

LESSEE shall not make, erect or install or permit to be made, erected or installed, any other alterations, additions or improvements to the Leased Premises, other than those listed in Section 13 above, whether of the character of a Building Improvement or Land Improvement except those Land Improvements reasonably necessary for LESSEE to carry out its farming operation, without the written consent of LESSOR, which consent shall not be unreasonably withheld. LESSOR may require LESSEE to submit to LESSOR any and all plans and specifications for approval, as well as estimates of the cost of the proposed work, satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering LESSOR, builder's risk insurance, and worker's compensation insurance, a performance and payment bond satisfactory in form and substance to LESSOR and such other security as LESSOR may require to insure the completion of all work free and clear of liens. Upon completion of any work for or on behalf of LESSEE, LESSEE shall provide LESSOR with such documents as LESSOR may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work. LESSOR at the termination of the lease, shall reimburse LESSEE for a pro-rated share of the fair market value of the improvements approved. The amount of pro-ration shall be according to agreement of the LESSOR and LESSEE at the time of approval of the improvements.

15. ENCUMBERING TITLE:

LESSEE shall not do any act which shall in any way encumber the title of LESSOR in and to the Leased Premises, nor shall the interest or estate of LESSOR in the Leased Premises, nor shall the interest or estate of LESSOR in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by LESSEE. Any claims to, or lien upon, the Leased Premises arising from any act or omission of LESSEE shall accrue only against the leasehold estate of LESSEE and shall be subject and subordinate to the paramount title and rights of LESSOR in and to the Leased Premises. Nothing in this paragraph shall prevent LESSEE from placing a crop lien on its share of the crops to be raised on the Leased Premises but said crop lien shall not affect the right of LESSOR to collect its rent owed by LESSEE for the use of the Leased Premises.

16. LIENS AND INDEMNIFICATION:

16.1 LESSEE shall not permit the Leased Premises to become the subject of any mechanic's, laborer's or materialman's lien on account of labor or material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the discretion or sufferance of LESSEE.

16.2 In the event the Leased Premises becomes the subject of any such lien, LESSEE shall indemnify and hold harmless LESSOR from all cost, losses or expenses. LESSEE shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if LESSEE shall give the LESSOR such security as LESSOR may deem satisfactory to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the validity of the lien or claim for lien, LESSEE shall immediately pay any judgment rendered, with proper costs and charges, and shall immediately have the lien released and any judgment satisfied.

16.3 If LESSEE shall fail to contest the validity of any lien or claimed lien and give security to LESSOR to insure payment thereof, of having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then LESSOR may, at its election (but shall not be required to do so), remove or discharge such lien or claim for lien (with the right, in its sole discretion, to settle or compromise the same), and any amounts advanced by LESSOR for such purposes shall constitute additional rental due from LESSEE to LESSOR immediately after any such payment, with interest at the highest lawful rate, from the date of the advance to the date of repayment by LESSEE to LESSOR.

17. CROP/OTHER DAMAGES:

In the event there are any damages to growing crops caused by any third party, LESSOR shall receive and be paid the percentage provided for in Section 7 of any payments made as compensation for such damages. Any other payments made as compensation for damages to the leased premises shall be paid exclusively to LESSOR. In addition, LESSOR authorizes LESSEE to represent it in the assertion and pursuit of any claim for damages to growing crops, including the compromise and settlement of any said claims.

18. DEFAULT; REMEDIES:

18.1 LESSEE and LESSOR agrees that any one or more of the following events shall be considered events of default under this lease:

- (a) LESSEE'S filing or admission to the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Bankruptcy Code as now or hereafter amended, or under the laws of any state, or LESSEE'S institution of any proceedings or consenting to the institution of any proceedings for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition extension; or
- (b) LESSEE'S abandonment or vacation of the Leased Premises during the Term hereof;
- (c) The default in any payment of Rent or in any other payment required to be made by LESSEE hereunder when due; or
- (d) Except for crop liens to a financial institution, LESSEE'S granting of a lien or security interest in the Lease or any part thereof, without the prior written consent of LESSOR; or
- (e) Other than (a), (b), (c) and (d) above, LESSEE'S or LESSOR'S failure to remedy within 60 days of written notice to the other party a default in keeping, observing or performing any of the other covenants or agreements contained in this Lease.

Upon the occurrence of any one or more of such events of default, LESSOR may, at its election, accelerate any and all payments due under this Lease only through the year of the default and/or terminate this Lease upon written notice to LESSEE. Upon default and after proper notice as hereinabove provided, LESSEE shall surrender possession of and vacate the Leased Premises immediately and shall deliver possession thereof to LESSOR and LESSOR shall have full and free right to enter upon the Leased Premises with or without process of law and to repossess the Leased Premises as LESSOR'S former estate and to expel or remove LESSEE and any others who may be occupying without being guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, and without relinquishing LESSOR'S rights to Rent or any other right given to LESSOR hereunder or by operation of law. Upon termination of this Lease under this Section, LESSOR shall have no right to return to the Leased Premises nor to harvest the crops remaining, if any, without the prior written consent of the LESSOR.

18.2 In case of a default, LESSOR or LESSEE shall be liable for and agree to pay any and all losses, liabilities, cost and expenses, including attorney's fees, which the non-defaulting party has in connection with any of the aforesaid defaults and the enforcement of the non-defaulting party's rights and remedies under this Lease as a result of such default.

18.3 Without otherwise limiting the LESSOR'S rights and remedies hereunder, the LESSOR may in the event of default and retaking of possession of the Leased Premises:

- (a) cultivate, harvest and sell any growing crop planted on the Leased Premises, applying the proceeds as follows:

- (1) to costs incurred by LESSOR in the cultivation, harvesting and selling such crops; then
- (2) to payment of the rent due pursuant to Section 7 of this Lease; then
- (3) to repay any cost related to the termination of this Lease or securing possession of the Lease, then
- (4) to account to LESSEE for any proceeds remaining after payment of (1) through (3); or

(b) pursue any and all legal rights of LESSOR which LESSOR may have, with or without an election by LESSOR to terminate this Lease. Notwithstanding any of the remedies provided to LESSOR herein, LESSOR shall be obligated to pay LESSEE the compensation provided in Section 10 herein, less any amounts owed to LESSOR under this Lease.

18.3.1 No remedy herein or otherwise conferred upon or reserved to LESSOR shall be deemed to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute, and every power given by this Lease to LESSOR may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.3.2 No delay or omission of LESSOR to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by LESSOR of any payment of rent or other charges hereunder after the termination by LESSOR shall not in the absence of an agreement in writing to the contrary by LESSOR, be deemed to restore this Lease but shall be construed as a payment on account and not in satisfaction of damages due.

#### 19. SUBLEASE/ASSIGNMENT:

Except as to assignments and sublease to Uncle Sam Planting Company, Inc. this Lease may not be assigned or sublet by LESSEE without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, except that LESSEE may assign this lease (or any right or interest hereunder) to any parent, subsidiary or affiliate (other than an individual person) of LESSEE including an L.L.C. which LESSEE has an interest in. If LESSEE assigns or sublets this lease or any right or interest hereunder in said matter, then LESSEE shall remain liable, jointly, severally, and in solido with said assignee or sublessee for the full and faithful performance of all terms, covenants, provisions and obligations of LESSEE as set forth in this Lease. Any attempted assignment in violation of this Section shall be null and void.

#### 20. EMINENT DOMAIN:

In the event that all or part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by right of eminent domain or, in lieu thereof, all or part of the Leased Premises unsuitable for agricultural purposes, this Lease shall terminate as to the part of the Leased Premises so taken, condemned or sold on the date of possession is transferred to the condemning authority. All Rent for such part shall be paid up to the date of transfer of possession to the condemning authority, and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be



the sole property of LESSOR for the value of any unexpired portion of the lease term; provided, that LESSEE shall be entitled to any award expressly made to LESSEE for LESSEE'S share of the growing crops, moving expenses, related to LESSEE personal property, and any damages for loss of the Leased Premises for the unexpired portion of the lease term, if any.

21. FORCE MAJEURE:

In the event all or any portion of the Leased Premises is rendered unfit for the use as contemplated in this lease by any act of God or natural disaster, the rent provided for in Section 7 shall be abated for that portion of the premises that cannot be used and occupied for any such year.

22. LESSEE RELEASE:

If any taking of the Leased Premises as provided for in this Lease including but not limited to those taking provided for in Sections 4.2 and 20 results in making a portion of the Leased Premises or the Leased Premises uneconomically feasible for farming, LESSEE at its option, may have that portion of the Leased Premises or the Leased Premises released from this Lease.

23. REPLACEMENT OF SHOP:

By written Lease of this even date, Riverlands Residential and Industrial Properties, LLC, leased to Savoie Industries, Inc. certain improvements including a farm shop and grounds sufficient to operate a farm shop. Said shop and shop area is located at 552 West 19th Street, Reserve, La. If Riverlands Residential and Industrial Properties, LLC takes that shop and shop area of the Leased Premises as provided in that Lease, LESSOR shall replace and/or relocate the shop and shop area at LESSOR'S cost not to exceed \$30,000.00. The new shop and shop area shall be conveniently located to LESSEE'S farming operations.

25. OTHER CONDITIONS OF LEASE:

LESSEE accepts the property in its present condition and has the right of ingress and egress at points on the property he deems most appropriate. LESSOR reserves the right to lease said property or any part thereof for oil, gas and other mineral exploration and development and all purposes associated therewith. LESSOR also reserves the right to grant servitudes for pipelines, roadways, power lines for public utilities or other private purposes. Further, that which cannot be done directly in this lease cannot be done indirectly. Example, LESSOR cannot circumvent the non agricultural purpose requirement in the release clauses contained in this Lease including but not limited to those takings provided for in Section 4.2 by way of sale, exchange or transfer to any parent, subsidiary or affiliate. This document represents the entire agreement between the parties and no modification, amendment or change shall be effective unless consented to in writing by both parties.

26. CROP MAINTENANCE:

If LESSEE is planting sugar cane as a crop, LESSEE shall be obligated to average at least sixty-five percent (65%) of the cultivatable land (land in cultivation in 1996 whether planted or fallow) in sugar cane per year during any three year period. In the event all or any portion of the Leased Premises is rendered unfit for sugar cane by any act of God, natural disaster including but not limited to freezes or flood, the obligation of LESSEE herein shall abate for that year and that year shall not be included in any three year period.

27. NOTICES:

Notices, when required or appropriate under the terms of this Lease, shall be in writing, and effective when mailed, certified mail, return receipt required, or by any others means delivered:

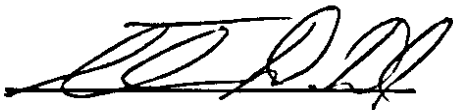
TO LESSOR: ATTN: FRANCIS GUIDRY, JR.  
TEN-G, INC.  
P.O. BOX 545  
RESERVE, LA. 70084

TO LESSEE: ATTN: MICHAEL J. DAIGLE  
SAVOIE INDUSTRIES, INC.  
351 HIGHWAY 999  
BELLE ROSE, LA 70341  
(504) 473-9293

THUS DONE AND SIGNED, in Lutcher, Louisiana this 30<sup>th</sup> day of May, 1997, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said appearers and me, Notary, after due reading of the whole.

WITNESSES:

LESSEE:  
SAVOIE INDUSTRIES, INC.



  
BY: MICHAEL J. DAIGLE  
TITLE: PRESIDENT




  
NOTARY PUBLIC

THUS DONE AND SIGNED, in Lutcher, Louisiana this 30<sup>th</sup> day of May, 1997, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said appearers and me, Notary, after due reading of the whole.

WITNESSES:

LESSOR:  
TEN-G, INC.



  
BY: FRANCIS GUIDRY, JR.  
TITLE: PRESIDENT



  
NOTARY PUBLIC

## EXHIBIT "A"

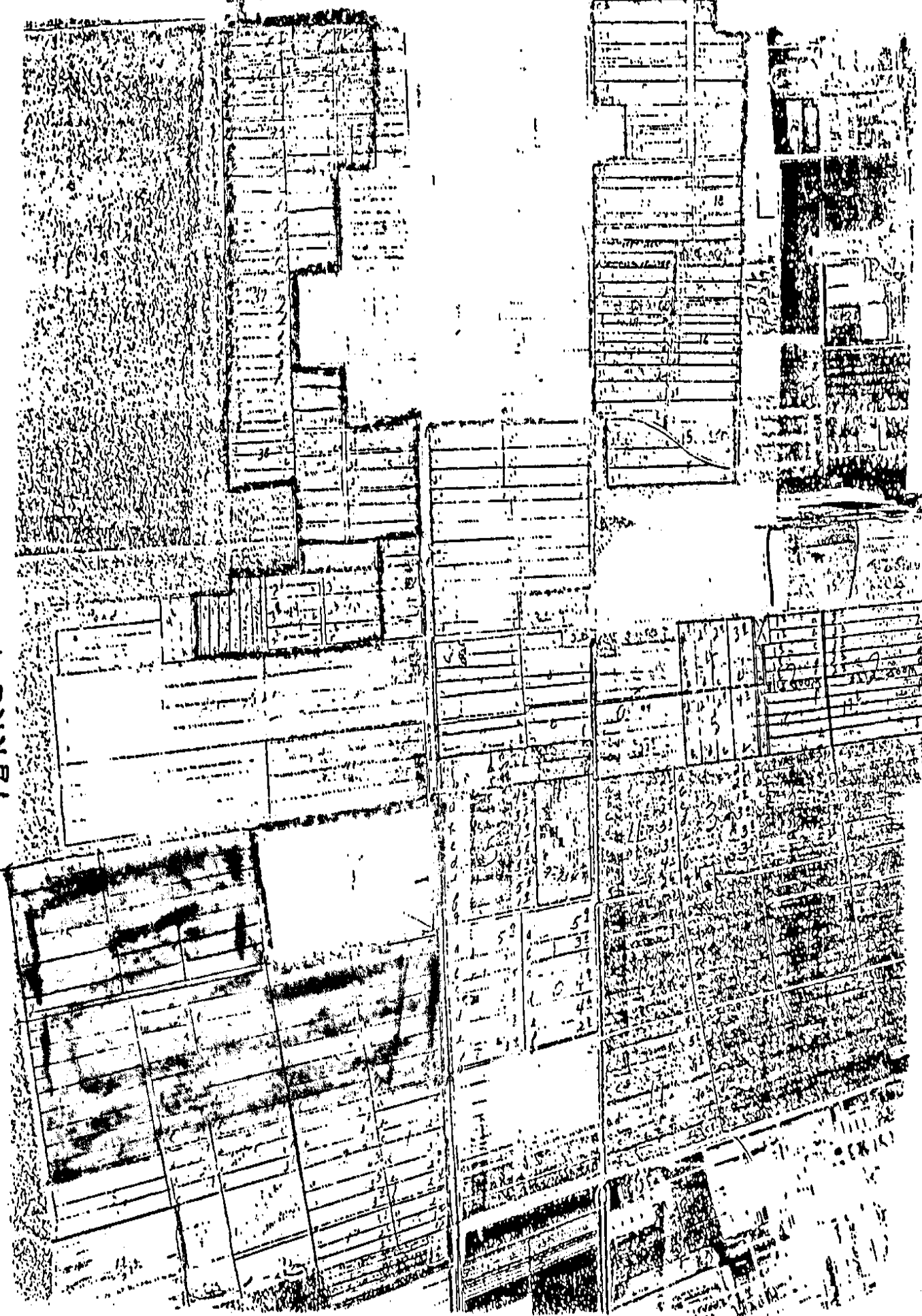
## DESCRIPTION OF REAL PROPERTY

Commence at the P.O.B., being the intersection of the North right of way line of Airline Highway (U.S. 61) and the Eastern line of Terre Haute Plantation; thence S88°79' 54" W, along the Northern Right of Way Line of Airline Highway (U.S. 61) a distance of 2649.51' to a point; thence N 011°8' 30" W, at a distance of 7034.34' to a point; thence 77°33' 17" E; along the 80 arpent line, a distance of 970.89' to a point; thence N85°70' 40" E, along the 80 arpent line, a distance of 2190.03' to a point, said point being on the Eastern Line of Terre Haute Plantation; thence S067°36' E, a distance of 7278.57' to the P.O.B., containing 478.3 acres.

EXHIBIT "B"

Completely highlighted in orange is 1996 cultivated land comprising approximately 228.1 acres.

TERRE H. SAVOIE 228



Riverlands Res. South  
3252

vidry  
351

## EXHIBIT "C"

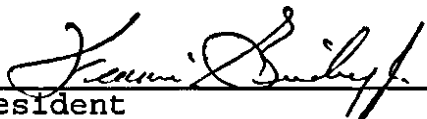
	Fallow to Plant		Cultivated Plant		1st Year Stubble		2nd Year Stubble	
	Field Run	Cultured Seed	Field Run	Cultured Seed	Field Run	Cultured Seed	Field Run	Cultured Seed
January	0	0	491	822	336	552	159	272
February	0	0	491	822	336	552	159	272
March	0	0	491	822	336	552	159	272
April	51	51	491	822	336	552	159	272
May	51	51	533	822	378	552	201	312
June	118	118	575	822	420	552	243	354
July	118	118	618	822	463	552	286	397
August	491	822	660	822	505	552	328	439
September	491	822	660	822	505	552	328	439
October	491	822	879	879	824	824	734	734
November	491	822	879	879	824	824	734	734
December	491	822	879	879	824	824	734	734
LSU figures		LSU figures	LSU figures	LSU figures	LSU figures	LSU figures	LSU figures	LSU figures
			*32tons @ 200lbs/ac @		*30tons @ 200lbs/ac @		*28tons @ 200lbs/ac @	
			\$ .215/lb. @ 61% share		\$ .215/lb. @ 61% share		\$ .215/lb. @ 61% share	

RESOLUTION

Whereas, Ten-G, Inc. is the owner of certain immovable property located in St. John the Baptist Parish which property is listed on attached Exhibit "A" and whereas an acceptable agreement to lease has been negotiated with Savoie Industries Inc.

Therefore be it resolved that this corporation enter into an agricultural lease with Savoie Industries, Inc. and that Francis Guidry, Jr., President, be authorized and directed on behalf of this corporation to sign any and all agreements including an agreement to lease under those terms and conditions that he deems advisable and that all acts of Francis Guidry, Jr. heretofore performed in regard to said lease be hereby ratified and confirmed.


Vote: Yeas - All, Nays - None, Abstain - None.

  
\_\_\_\_\_  
President

CERTIFICATION

I, I.B. Thames, III, secretary of said corporation hereby certify that the above and foregoing is a true and correct excerpt of the minutes of a special board of directors meeting held on the 30<sup>th</sup> day of May, 1997 with all directors present and voting and that the same has not been amended, rescinded or modified.

THUS DONE AND SIGNED in Reserve, Louisiana this 30th day of May, 1997.

  
\_\_\_\_\_  
I.B. Thames, III  
Secretary

savoie.res:wp108

## EXHIBIT "A"

## DESCRIPTION OF REAL PROPERTY

Commence at the P.O.B., being the intersection of the North right of way line of Airline Highway (U.S. 61) and the Eastern line of Terre Haute Plantation; thence S8879 deg. 54 min. W, along the Northern Right of Way Line of Airline Highway (U.S. 61) a distance of 2649.51' to a point; thence N 0118 deg. 30 W, at a distance of 7034.34' to a point; thence 7733'17" deg. E; along the 80 arpent line, a distance of 970.89' to a point; thence N8570 deg. 40 min. E, along the 80 arpent line, a distance of 2190.03' to a point, said point being on the Eastern Line of Terre Haute Plantation; thence S067'36" E, a distance of 7278.57' to the P.O.B., containing 478.3 acres.

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PARISH OF ST. JOHN  
THE BAPTIST, LA

WARRANTY DEED

THE STATE OF LOUISIANA

(

NOW ALL MEN BY THESE PRESENTS

PARISH OF ST. JOHN THE BAPTIST

That Savoie Industries, Inc., a Louisiana Corporation, Tax I.D. # 72-0765741

whose address is P.O. Box 69, Belle Rose, Louisiana 70341, for and in consideration of the sum

of SIXTY SEVEN THOUSAND EIGHT HUNDRED AND THIRTY-EIGHT DOLLARS AND

00/100 (\$67,838) to us in hand paid in full by the UNITED STATES OF AMERICA, receipt of

which is hereby acknowledged, have Granted, Sold, and Conveyed, and by these presents do

Grant, Sell, and Convey unto the said UNITED STATES OF AMERICA and its assigns, all that

certain lands and interests in lands situated in St. John the Baptist Parish, Louisiana, and more

particularly described as follows:

The fee simple title to the following:

Facility Plot -- Tract 1

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway; Thence measure along the North right of way of Airline Highway, S88°22'06" W, a distance of 1219.67 feet to a point; Thence measure N12°04'59" W, a distance of 142.40 feet to a point; Thence measure N8°16'50" W, a distance of 2871.07 feet to a point; Thence measure N7°15'29" W, a distance of 831.83 to a point; Thence measure N8°20'27" W, a distance of 11.73 feet to the Point of Beginning; Thence continue N8°20'27" W, a distance of 202.14 feet to a point; Thence measure east a distance of 323.66 feet to a point; Thence measure south 200 feet to a point; Thence measure west 294.34 feet to the Point of Beginning and containing 61,800.00 square feet (1.419 acres, more or less)

*See Map #430 in Map File*



Estate AcquiredFee excluding minerals (with restrictions on use of the surface):

The fee simple title to the land described subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; excepting and excluding from the taking all oil and gas in and under said land and all appurtenant rights from the exploration, development, and removal of said oil and gas but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said oil and gas; provided, however, that the said oil and gas, and appurtenant rights so excepted and excluded are subordinated to the prior right of the United States to utilize the land in connection with the operation and maintenance of the VORTAC facility.

50 Foot Nonexclusive Road Easement -- Tract 1E1

A 50 foot wide strip of land lying 25 feet on both sides of the following described centerline situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway; Thence measure along the north right of way of Airline Highway, S88°02'06" W, a distance of 1245.09 feet to a Point of Beginning; Thence measure along a centerline N12°04'59" W, a distance of 138.67 feet to a point; Thence measure N08°16'50" W, a distance of 2867.65 feet to a point; Thence measure N07°15'29" W, a distance of 831.81 feet to a point; Thence measure N08°20'27"W, a distance of 213.87 feet to a Point of Ending and containing 202,600.00 square feet more or less (4.651 acres more or less.)

Estate Acquired50 Foot Nonexclusive Road Easement:

A perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, and repair a roadway and utility lines in, upon, over, and across the land described, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; subject; however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns, the right to use the surface of such land as access to their adjoining land.

1000 Foot Restrictive Aerial Easement -- Tract 1E2

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way line of Airline Highway; Thence measure along the North right of way of Airline Highway, S88°22'06"W a distance of 1245.09 feet to a point; Thence measure N12°04'59"W, a distance of 138.67 feet to a point; Thence measure N08°16'50" W, a distance of 2812.86 feet to the Point of Beginning; Thence measure along an arc of a curve to the right, being a full circle, whose center bears N06°02'28"E, a distance of 1000 feet, having a radius of 1000 feet, a distance of 6283.20 feet back to the Point of Beginning and containing 3,079,792.65 square feet (70.70 acres more or less.)

The easement encompasses the area within the perimeter of the circle which has a radius of 1000 feet from the center of the described facility site, containing 70.70 acres, more or less, excluding the VORTAC site proper 1.419 acre, but including the 1.28 acres overlapping 50 foot nonexclusive road easement lying within the 1000 restrictive aerial easement.

Estate Acquired

1000 Foot Restrictive Aerial Easement:

A perpetual and assignable easement for the establishment, maintenance, operation, and use for a restricted clear zone in, on, over, and across the land herein described as "restrictive easement" and consisting of the right to prohibit all obstructions above ground surface at the base of the tower within a one thousand (1,000) foot radius from the center of the facility, together with the right to trim, cut, fell, and remove therefrom trees, underbrush, obstructions, and other vegetation, structures, or obstacles that abridge the rights and easement hereby acquired; subject however, to the rights of the landowner, his heirs and assigns to use the land for the type and height of the exceptions permitted beyond the various radii as described on Attachment 1, "Site Restrictions", and depicted on Attachment 2, "VORTAC Siting Criteria" plat, all height limitations of the exceptions being above the ground surface elevation at the base of the facility proper, and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads and pipelines, and any present or future use by landowner, his heirs and assigns, which does not interfere with or abridge the restrictive easement hereby acquired.

This conveyance is made subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

This property is being acquired at the instance of the Department of Transportation, represented by the Federal Aviation Administration. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, and its assigns forever and we do hereby bind ourselves, our heirs, executors, successors, assigns, and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said UNITED STATES OF AMERICA, and its assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Tax, Mortgage and Conveyance Certificates are waived by the parties hereto and they relieve and release the Notary of all responsibility and liability in connection therewith.

IN WITNESS WHEREOF, I have hereunto signed at Painscourtville, Louisiana, this 5th day of August, 1996, in the presence of the two undersigned good and competent witnesses.

WITNESSES:

[Signature]  
Claire J. Jorgensen

GRANTOR/APPEARER:

SAVOIE INDUSTRIES, INC.

by: [Signature]  
C. J. DAIGLE, Vice President

IN WITNESS WHEREOF, I have hereunto signed at Fort Worth, Texas, this the 7th day of August, 1996, in the presence of the two undersigned good and competent witnesses.

WITNESSES:

[Signature]  
Marc Williams  
[Signature]  
Jan E. Zuberik

GRANTEE/APPEARER:

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

by: [Signature]  
Sharon E. Wynn  
Contracting Officer

CORPORATE CERTIFICATE

I, C. J. Daigle, certify that I am the Vice-President  
of the Corporation named in the foregoing agreement, that C. J. Daigle who signed on behalf of  
said corporation, was then Vice President thereof, that said agreement was duly signed for and in  
behalf of said corporation by authority of its governing body, and is within the scope of its  
corporate powers.

Dated this 5<sup>th</sup> day of August, 19 96.

Signed by C. J. Daigle

CORPORATE SEAL

**Site Restrictions**  
**(within 1000-foot radius Restrictive Aerial Easement)**  
**for Reserve, Louisiana, DVOR/DME facility**

General siting restrictions for "typical" Very High Frequency Omnidirectional Range (VOR) facilities are graphically depicted on the attached "VORTAC Siting Criteria" sketch. These restrictions are applicable to the Reserve, Louisiana, site with the following exceptions and/or modifications:

1. The "VOR Facility Antenna Height" as identified on the attached "VORTAC Siting Criteria" should be increased from 14-feet to 19-feet.
  2. "Restrictive Elevations for Obstructions" for non-metallic structures, trees, metallic structures and utilities as identified on the attached "VORTAC Siting Criteria" should be increased 5-feet to accommodate the increase in antenna height described above.
  3. Farm equipment, implements, machinery and/or like equipment **SHALL NOT BE PERMITTED** on the FAA owned property (i.e. within the limits of the gravel surfacing).
  4. Passenger vehicles, although **PERMITTED** on the FAA owned property, shall **NOT PASS BETWEEN** the fenced site and the fenced area for the Doppler monitor pole.
  5. Vehicles and/or equipment less than 19-feet in height<sup>(\*)</sup> shall be permitted within 750-feet of the site; provided that "large" vehicles (i.e. farm equipment, implements, machinery and the like) in excess of 14-feet in height remain in motion (i.e. **NO STOPPING OR PARKING PERMITTED**).
- (\*) The height of an individual unit is defined as the overall height from ground level to the highest point of the "base unit" (not including appurtenances or attachments).
6. Appurtenances or attachments to vehicular units should remain in the "down" or "lowered" position while the unit is in transit; however, individual appurtenances may temporarily exceed heights defined on the attached "VORTAC Siting Criteria" to complete normal or routine work related activities.
  7. Vehicles and/or equipment located a distance of 750-feet or greater from the site shall be considered as "Metallic Structures" as identified on the attached "VORTAC Siting Criteria".



**ACKNOWLEDGMENT**

651

**STATE OF LOUISIANA**

**PARISH OF ASSUMPTION**

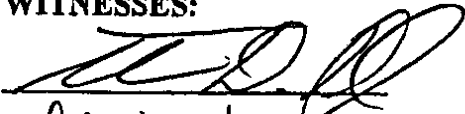
**BEFORE ME, Jules A. Carville III**, a Notary Public, duly  
commissioned and qualified in and for the Parish and State aforesaid, this day  
personally came and appeared:

**SAVOIE INDUSTRIES, INC.**, Tax I.D. No. 72-0765741, a  
Louisiana corporation authorized to do and doing business in the  
State of Louisiana, with principal office located in Assumption  
Parish, herein represented by C. J. Daigle, its Vice-President, duly  
authorized by resolution of the Board of Directors, a copy of  
which is attached hereto and made a part hereof;

to me known to be the person who executed the above and foregoing act of  
warranty deed, who being by me fist duly sworn, did declare and acknowledge  
to me, Notary, in the presence of the undersigned competent witnesses, that he  
executed said act for the uses, purposes and considerations therein expressed by authority  
of the Board of Directors of said Corporation, as the free act and deed of the said  
Corporation.

**IN WITNESS WHEREOF**, said grantor/appearer has executed these presents  
together with me, Notary, and the undersigned competent witnesses, at Paincourtville,  
Louisiana, on this 5<sup>th</sup> day of August, 1996, after reading of the whole.

**WITNESSES:**

  
Claire Jalgent

**GRANTOR/APPEARER:**

**SAVOIE INDUSTRIES, INC.**

by:   
C. J. DAIGLE, Vice President

  
**NOTARY PUBLIC**

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, Charlotte J. Claro, a Notary Public, duly  
 commissioned and qualified in and for the County and State aforesaid, this day  
 personally came and appeared:

UNITED STATES OF AMERICA, DEPARTMENT OF  
 TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION,  
 herein represented by Sharon E. Wynn, its Contracting Officer, duly authorized,

to me known to be the person who executed the above and foregoing act of  
 warranty deed, who being by me fist duly sworn, did declare and acknowledge  
 to me, Notary, in the presence of the undersigned competent witnesses, that he  
 executed said act for the uses, purposes and considerations therein expressed by authority  
 of the United States of America, Department of Transportation, Federal Aviation  
 Administration, as its free act and deed.

IN WITNESS WHEREOF, said grantee/appearer has executed these presents  
 together with me, Notary, and the undersigned competent witnesses, at Fort Worth,  
 Texas, on this 7<sup>th</sup> day of August, 1996, after reading of the whole.

WITNESSES:

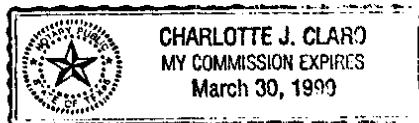
Marcus L. Williams  
Joan E. Zuberik

GRANTEE/APPEARER:

UNITED STATES OF AMERICA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION

by: Sharon E. Wynn  
 Sharon E. Wynn

Charlotte J. Claro  
 NOTARY PUBLIC





EXCERPT FROM A MEETING OF THE  
BOARD OF DIRECTORS OF  
SAVOIE INDUSTRIES, INC.  
DATED FEBRUARY 26, 1996

BE IT RESOLVED, that C. J. DAIGLE, Vice-President of SAVOIE INDUSTRIES, INC., is hereby authorized, directed and empowered to appear before any Notary Public and to then and there sell and deliver the real estate described on Exhibit "A", and/or all of the Corporation's right, title and interest therein subject to a mineral reservation in the Corporation's favor, with subrogation of all actions of warranty unto: UNITED STATES OF AMERICA, for a price of SIXTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT AND NO/100 (\$67,838.00) DOLLARS, and to receive and receipt for the selling price, and to execute on behalf of the Corporation any and all documentation associated with the sale and delivery of the real estate described on Exhibit "A" which is attached hereto and made a part hereof.

CERTIFICATE

I, Patrick E. Cancienne, Secretary of Savois Industries, Inc., certify the above and foregoing to be a true and correct copy of the minutes of the Board of Directors of the Corporation, duly and legally called, convened and held at Belle Rose, Louisiana on February 26, 1996, whereat a quorum of board of directors members were present and that the same has not been revoked or rescinded.

Witness my signature at Belle Rose, Louisiana this 2<sup>nd</sup>  
day of August, 1996.

  
BY: PATRICK E. CANSIENNE  
TITLE: SECRETARY



## Exhibit A -- Legal Descriptions

Facility Plot -- Tract 1

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary line between Terre Haute Plantation and Star Plantation at the North right of way of Airline Highway; Thence measure along the North right of way of Airline Highway, S88°22'06" W, a distance of 1219.67 feet to a point; Thence measure N12°04'59" W, a distance of 142.40 feet to a point; Thence measure N8°16'50" W, a distance of 2871.07 feet to a point; Thence measure N7°15'29" W, a distance of 831.83 to a point; Thence measure N8°20'27" W, a distance of 11.73 feet to the Point of Beginning; Thence continue N8°20'27" W, a distance of 202.14 feet to a point; Thence measure east a distance of 323.66 feet to a point; Thence measure south 200 feet to a point; Thence measure west 294.34 feet to the Point of Beginning and containing 61,800.00 square feet (1.419 acres, more or less)

Estate AcquiredFee excluding minerals (with restrictions on use of the surface):

The fee simple title to the land described subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; excepting and excluding from the taking all oil and gas in and under said land and all appurtenant rights from the exploration, development, and removal of said oil and gas but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said oil and gas; provided, however, that the said oil and gas, and appurtenant rights so excepted and excluded are subordinated to the prior right of the United States to utilize the land in connection with the operation and maintenance of the VORTAC facility.

50 Foot Nonexclusive Road Easement -- Tract 1E1

A 50 foot wide strip of land lying 25 feet on both sides of the following described centerline situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

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### Estate Acquired

#### 50 Foot Nonexclusive Road Easement:

A perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, and repair a roadway and utility lines in, upon, over, and across the land described, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; subject; however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns, the right to use the surface of such land as access to their adjoining land.

#### 1000 Foot Restrictive Aerial Easement -- Tract 1E2

One certain portion of ground situated in Terre Haute Plantation, Section 32, T11S-R6E, St. John the Baptist Parish, Louisiana and being more fully described as follows:

Commence at the Boundary Line between Terre Haute Plantation and Star Plantation at the North right of way line of Airline Highway; Thence measure along the North right of way of Airline Highway, S88°22'06"W a distance of 1245.09 feet to a point; Thence measure N12°04'59"W, a distance of 138.67 feet to a point; Thence measure N08°16'50" W, a distance of 2812.86 feet to the Point of Beginning; Thence measure along an arc of a curve to the right, being a full circle, whose center bears N06°02'28"E, a distance of 1000 feet, having a radius of 1000 feet, a distance of 6283.20 feet back to the Point of Beginning and containing 3,079,792.65 square feet (70.70 acres more or less.)

The easement encompasses the area within the perimeter of the circle which has a radius of 1000 feet from the center of the described facility site, containing 70.70 acres, more or less, excluding the VORTAC site proper 1.419 acre, but including the 1.28 acres overlapping 50 foot nonexclusive road easement lying within the 1000 restrictive aerial easement.

656

P.E.C.

Estate Acquired1000 Foot Restrictive Aerial Easement:

A perpetual and assignable easement for the establishment, maintenance, operation, and use for a restricted clear zone in, on, over, and across the land herein described as "restrictive easement" and consisting of the right to prohibit all obstructions above ground surface at the base of the tower within a one thousand (1,000) foot radius from the center of the facility, together with the right to trim, cut, fell, and remove therefrom trees, underbrush, obstructions, and other vegetation, structures, or obstacles that abridge the rights and easement hereby acquired; subject however, to the rights of the landowner, his heirs and assigns to use the land for the type and height of the exceptions permitted beyond the various radii as described on Attachment 1, "Site Restrictions", and depicted on Attachment 2, "VORTAC Siting Criteria" plat, all height limitations of the exceptions being above the ground surface elevation at the base of the facility proper, and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads and pipelines, and any present or future use by landowner, his heirs and assigns, which does not interfere with or abridge the restrictive easement hereby acquired.

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PARISH OF ST. JOHN  
THE BAPTIST, LA

163365

## SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Landmark Land Company of Louisiana, Inc. ("Grantor"), herein represented by Robert L. Taylor, its Vice President, duly authorized by virtue of a corporate resolution recorded in COB 313, Folio 635, Original Instrument Number 159542 in the records of St. John the Baptist Parish, Louisiana, a copy of which is attached as Exhibit A, for and in consideration of One and No/100 (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto the RESERVE DRAINAGE DISTRICT NO. 1 ("Grantee"), its successors and assigns the right, privilege and servitude forever to construct, operate and maintain the Reserve Drainage District No. 1 improvements including the levee and drainage system, drainage canals, pump station and pumping station apparatus (hereinafter the "Levee and Drainage Improvements"), so as to keep said facilities and other appurtenances, clear, together with perpetual Rights of Way, all as hereinafter set forth, upon, over and across the following described lands in the Parish of ST. JOHN THE BAPTIST, State of Louisiana, and more particularly described as follows:

The Property referred to as Terre Haute Plantation, more fully described on Exhibit "B".

Route of the servitude is more particularly shown on the attached map showing the servitude, respectively identified as Exhibit "B-1" which is attached hereto and made a part hereof.

The Rights of Way being 176.4 feet in width.

Grantee may construct, operate and maintain its Levee and Drainage Systems Improvements and appurtenances thereto at any place or point and on and/or under any portion or portions of the Rights of Way hereinabove described.

Grantor further grants to Grantee the right to open and clear the above described Rights of Way and to forever maintain said Rights of Way and the Levee and Drainage System Improvements and appurtenances, open and clear, on, over, under and across the aforesaid property. No buildings or other structures except fences shall be built on and/or across, or above, or below, or overhanging said Rights of Way, or any part thereof without the prior written permission of Grantee. Grantor further grants to Grantee the right and privilege to construct, operate and maintain said Levee and Drainage System Improvements on either side of or anywhere on, under, along and above the said Rights of Way, and to locate its Levee and Drainage System Improvements, and other appurtenances at any places on and within the said Rights of Way that Grantee may, in its sole discretion, select or desire. Grantor further grants to Grantee the right and privilege to trim and/or cut trees, underbrush, shrubbery, grass and other growths to maintain proper clearance from the facilities, and to keep the said Rights of Way clear of any all obstacles which, in the sole judgment of Grantee, might interfere with or constitute a hazard to the operation and/or maintenance of said Levee and Drainage System Improvements.

Grantor further grants to Grantee the right and privilege to patrol, alter, inspect, improve, repair, replace or remove any and all Levee and Drainage System Improvements, and shall have all other rights and privileges deemed by Grantee necessary or convenient for the full use and enjoyment of said Rights of Way.

map # 353

The servitude and rights herein granted are not exclusive, and Grantor reserves the right to grant servitudes to others affecting the above described servitude provided that in the reasonable judgment of Grantee such servitudes and rights so granted do not conflict with the rights of Grantee.

Grantee shall always have the right of ingress and egress to and from and upon said Rights of Way over and across the above described property.

During the construction of any Levee and Drainage System Improvement herein provided for, Grantee shall have the further right to drive and operate vehicles and equipment upon, over and across the above described property, and Grantor agrees that it will release and hold Grantee harmless from any claims for damage done by Grantee to the property and/or its improvements during this said construction period, unless said damage results solely from the negligence of Grantee.

Grantor agrees that it will, before selling or otherwise conveying all or any portion of the above described property, properly create, record and make this servitude a part of the record titles of all or any portion of the above described property as shown on Exhibit "B".

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 19th day of January, 1995, in the presence of the undersigned Notary Public and two competent witnesses who sign, as such, with the Grantor after due reading.

WITNESSES:

Claire Martin  
Ricky P Martin

LANDMARK LAND COMPANY OF  
LOUISIANA, INC., Grantor

BY: Robert L. Taylor  
NAME: Robert L. Taylor  
TITLE: Vice Pres

WITNESSES:

Claire Martin  
Ricky P Martin

RESERVE DRAINAGE DISTRICT  
NO. 1, Grantee

BY: Richard Rousselet  
NAME: Richard Rousselet  
TITLE: President

Judith Ott  
NOTARY PUBLIC

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESERVE DRAINAGE**

**DISTRICT NO. 1 HELD ON THE 25<sup>th</sup> DAY OF January, 1995 AT 2500**

**LANDMARK DRIVE, LAPLACE, LOUISIANA, WITH A QUORUM PRESENT AND  
VOTING, AFTER HAVING RECEIVED DUE NOTICE OF SAID MEETING.**

**RESOLVED, That Richard Roussel, III be and he is hereby authorized and directed to execute a Servitude Agreement between Landmark Land Company of Louisiana, Inc. and Reserve Drainage District NO. 1, as Grantee, said document dated January 19, 1995 and to accept the donation of the property referred to as Airport, Reserve Residential, as more fully described in a documents attached as "Exhibit B" attached to the donation dated January 19, 1995 from Landmark Land Company of Louisiana, and he is hereby authorized to attest to or deliver any document or documents, as may be necessary or appropriate to fully carry out the intent and effectuate the purpose of this resolution.**

---

**I, Robin Grawl, Secretary of the Reserve Drainage District No. 1 do hereby certify that the foregoing resolution is a true and correct copy of the resolution adopted by the Board of Directors of Reserve Drainage District No. 1, at a meeting held on the 25<sup>th</sup> day of January, 1995, with a quorum of the Board of Directors present and voting after having received due notice of said meeting, and that the said resolution has not ben rescinded or modified.**

**LaPlace, Louisiana, this 25<sup>th</sup> day of January, 1995.**



**Robin Grawl, Secretary**

LANDMARK LAND COMPANY OF LOUISIANA, INC.  
a Louisiana Corporation

UNANIMOUS WRITTEN CONSENT

OF

THE BOARD OF DIRECTORS

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PARISH OF ST. JOHN  
THE BAPTIST, LA

159542  
Cob 313 8-635

The undersigned, being all the members of the Board of directors of Landmark Land Company of Louisiana, Inc., a Louisiana corporation ("Company"), acting pursuant to the provisions of Section 81 of the General Corporate Law of the State of Louisiana, do hereby consent that the Resolutions hereinafter set forth shall be deemed to have been adopted to the same extent and shall have the same force and effect as if adopted at a formal special meeting of the directors of the Company, duly called and held for the purposes of acting upon proposals to adopt the following Resolutions:

AUTHORIZATION TO EXECUTE DOCUMENTS

WHEREAS, the following named individuals were elected and appointed as Officers of the Company on March 1, 1994 effective on March 11, 1994 at 12:01 a.m. with the title shown, and to serve in such capacity until his respective successor is elected and qualified, or until his sooner death, resignation, retirement or removal:

V. Jackson Carney	President and Assistant Secretary
R. Wayne Lowe	Chief Executive Officer and Secretary
Robert Taylor	Vice President and Assistant Secretary
Wayne Burger	Vice President and Assistant Secretary
Michael R. Welch	Vice President
George Haas	Vice President
Patrick McElroy	Vice President
Harold Zagunis	Vice President
Michael E. Bradley	Vice President

NOW, THEREFORE, BE IT RESOLVED that the duly elected Officers of the Company are hereby authorized and directed to execute any and all documents, as set forth in Exhibit "A", on behalf of the Company which the Sole Shareholder of the Company has approved, either by direct Shareholder authority or as necessary to carry out the acts authorized by the Shareholder.

EXHIBIT "A"



Election of Officer  
Page 2

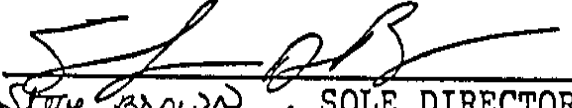
The Officers of the Company are hereby authorized to rely upon executed Cases approved by the appropriate RTC Committee as evidence of approval by the Shareholder.

REVOCATION OF PRIOR CORPORATE RESOLUTIONS

FURTHER RESOLVED, that this Unanimous Written Consent supersedes all prior Unanimous Written Consents and Corporate Resolutions regarding Authorization to Execute Documents and specifically rescinds and revokes that Certificate of Corporate Resolutions registered in COB 300, folio 569, Act # 149310 on March 4, 1993 in the office of the Clerk of Court for the Parish of St. John the Baptist, State of Louisiana and that Unanimous Written Consent of the Board of Directors registered in COB 300, folio 571, Act # 149311 on March 4, 1993 in the office of the Clerk of Court for the Parish of St. John the Baptist, State of Louisiana.

DATED this 23<sup>rd</sup> day of May, 1994.

BOARD OF DIRECTORS:

  
Steve Brown, SOLE DIRECTOR

## Exhibit "A"

OFFICERS OF LANDMARK LAND COMPANY OF LOUISIANA, INC.  
LAPLACE, LOUISIANA

DOCUMENTS AUTHORIZED TO EXECUTE

---

Government Approval Documents, Planning Documents, Surveys, Servitudes, Rights-of-Way and Acts of Dedication, Project Management Agreements, Property Management Agreements, Golf and Tennis Operating Contracts, Real Estate Purchase and Sales Contracts or contracts for the transfer, exchange or donation of property, Acts of Sale and/or instruments of conveyance, transfer, exchange and donation and those documents necessary to consummate the transaction contemplated by the aforesaid contracts for the sale, transfer, exchange or donation of real property and personal property and to perform the obligations of the Corporation thereunder, Leasing Contracts and Authorizations.

## LEGAL DESCRIPTIONS

## CONTROL # 390

Commence at the P.O.B., being the intersection of the north right of way line of Airline Highway ( U.S. 61 ) and the Eastern Line of Terre Haute Plantation; thence S 88°19'54" W, along the Northern Right of way Line of Airline Highway ( U.S. 61 ) a distance of 2649.51' to a point; thence N 01°18'30" W a distance of 7034.34' to a point; thence N 77°33'17" E, along the 80 arpent line, a distance of 970.89' to a point; thence N 85°10'40" E, along the 80 arpent line, a distance of 2190.03' to a point, said point being on the Eastern Line of Terre Haute Plantation; thence S 06°07'36" E a distance of 7278.57' to the P.O.B., containing 476.3 acres.

## CONTROL # 389

## ( PORTION SOUTH OF INTERSTATE 10 )

Commence at the Southeast corner of Section 85, T 11 S, R 6 E; thence S 88°22'16" W a distance of 2546.53' to a point; thence N 00°36'07" W a distance of 2087.46' to a point; thence N 84°28'11" E, along the Southern Right of Way Line of Interstate 10, a distance of 2561.93' to a point; thence S 00°33'52" E a distance of 1768.15' to the P.O.B., containing 112.7 acres

## CONTROL # 388

## ( PORTION NORTH OF INTERSTATE 10 )

Commence at the Northeast corner of Section 85, T 11 S, R 6 E; thence S 00°33'52" E a distance of 3095.19' to a point; thence N 84°28'11" W, along the Northern Right of Way Line of Interstate 10, a distance of 2562.13' to a point; thence N 00°36'07" W a distance of 1528.36' to a point; thence N 89°06'06" E a distance of 1274.06' to a point; thence N 00°35'14" W a distance of 1288.20' to a point; thence N 89°28'21" W a distance of 1275.12' to the P.O.B., containing 135.4 acres.

EXHIBIT "B"

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PARISH OF ST. JOHN  
THE BAPTIST

## BURIED TELEPHONE LINE RIGHT-OF-WAY SERVITUDE

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

SAVOIE INDUSTRIES, INC., herein represented by its President, hereinafter called "Grantor" and referred to in the singular, for a good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and full acquittance granted therefor, and in consideration of the mutual and public benefits to be derived from this grant unto RESERVE TELEPHONE COMPANY, INC., a Louisiana corporation domiciled in St. John the Baptist Parish, Louisiana, whose post office address is Drawer "T", Reserve, Louisiana, 70084, hereinafter referred to as "Grantee" and to its successors and assigns, a Right of Way Easement or Servitude over, upon and across the lands of the undersigned Grantor situated in the Parish of St. John the Baptist, Louisiana, and more particularly described as follows:

A five (5) foot wide servitude extending 200 feet, more or less, parallel and adjacent to the northerly right of way limits of U. S. Highway 61 (Airline Highway) situated in Section 32 T 11 S R 6 E, (being a part of Terre Haute Plantation) St. John the Baptist Parish, Louisiana, together with a ten (10) foot wide temporary servitude for construction abutting on the northerly side of the above described servitude, more fully depicted in red on the plat attached hereto and made a part hereof.

The right herein granted is a right of way easement and servitude, with the right to survey, construct, reconstruct, and to enter upon the lands of the undersigned more particularly described above and inspect, repair, lay, maintain, and operate on the above described lands/or in or upon all streets, roads, or highways abutting said lands, a buried telephone cable line, or system, consisting of underground wires, conduits and lines, and other usual or proper fixtures for the transmission intelligence by telephonic communication, including the right to replace all or a portion thereof at any time and from time to time, and to cut, trim, and control the growth of trees and shrubbery located within the servitude hereby granted, or that may interfere with or threaten to endanger the operation and maintenance of said facilities. Grantor shall not erect, locate, or permit the erection or location of any structure or object of any type which would interfere with the Grantees use of this servitude, and Grantee shall have the right of ingress and egress to and from the servitude hereby granted over Grantor's adjacent lands, along a route which will cause the least necessary interference with the Grantor's use thereof. Grantee agrees that all facilities installed within the servitude hereby granted, at Grantee's expense, shall be and remain the property of Grantee, removable at the sole option of Grantee.

All agreements and stipulations hereby contained, and all obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Wherever necessary, words used in this instrument in the singular shall be construed to read in the plural.

The Grantee obligates himself to restore the ground, disturbed in installing and maintaining said underground telephone system, to the same condition it was in when the work was undertaken.

Grantee shall bury the facilities and insofar as it is practical to do so shall bury the facilities to a sufficient depth so as not to unreasonably interfere with the ordinary cultivation and the drainage of the land. Grantee agrees that it will be

responsible for and pay for and does indemnify, defend and hold Grantor harmless from any claims for injury to persons or for damage to Grantee's property and or its improvements or to third party property occurring during the construction period. Grantee further agrees to indemnify defend and hold Grantor harmless for any other claims for injury to persons or for damage occurring in the exercise of these servitude rights. Further, Grantee agrees to indemnify Grantor for any environmental damage, hazardous waste cleanup or remediation of any violation by Grantee, its employees, agents, contractors, licensees, or invitees of any environmental laws.

The servitude rights herein granted are not exclusive and Grantor reserves the right to grant servitudes to others affecting the above described servitude provided that in the reasonable judgment of Grantee, such servitudes and rights so granted do not conflict with the rights of Grantee. Provided however, its is specifically agreed Grantor shall not grant any servitudes, rights of way and easements longitudinally along and within the servitude herein granted not less than a thirty (30) degree angle to the Grantee's facilities.

It is understood and agreed that this is not a conveyance of the fee, the owners retaining same, together with the right to use the property on which the servitude was granted in any manner which will not interfere with installation, operation, or maintenance of said telephone system. Driveways, sidewalks, or other means of access, and fences may be constructed over the servitude.

THUS DONE AND SIGNED, on this 8<sup>th</sup> day of September, 1995, in the presence of the undersigned competent witnesses, after a reading of the whole.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

SAVOIE INDUSTRIES, INC.

By: [Signature]

RESERVE TELEPHONE COMPANY

By: [Signature]  
Paul J. Boudreaux

STATE OF LOUISIANA  
PARISH OF ASCENSION

Before me, the undersigned, a Notary Pulbic in and for the State and Parish aforesaid, on this date personally appeared Dan H. Evans, to me personally known, who being by me first duly sworn, doth state and depose as follows, to-wit:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by [Signature] in his presence and in the presence of the other subscribing witness on the date hereof, that [Signature] is the [Signature] of Savoie Industries, Inc., and that he signed the above and foregoing instrument on behalf of said corporation by authority of its Board of Directors and that he signed said instrument as the free act and deed of said corporation.

[Signature]

Sworn to and subscribed before me, this 8<sup>th</sup> day of September, 1995.

[Signature]  
Notary Public

STATE OF LOUISIANA

PARISH OF ASCENSION

Before me, the undersigned, a Notary Public in and for the State and Parish aforesaid, on this date personally appeared Dan H. Evans, to me personally known, who being by me first duly sworn, doth state and depose as follows, to-wit:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by Paul J. Boudreaux in his presence and in the presence of the other subscribing witness on the date hereof, that Paul J. Boudreaux is the Vice President of Reserve Telephone Co., Inc., and that he signed the above and foregoing instrument on behalf of said corporation by authority of its Board of Directors and that he signed said instrument as the free act and deed of said corporation.

Sworn to and subscribed before me, this 8th day of September, 1995.

  
Notary Public

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THE BAPTIST, LA

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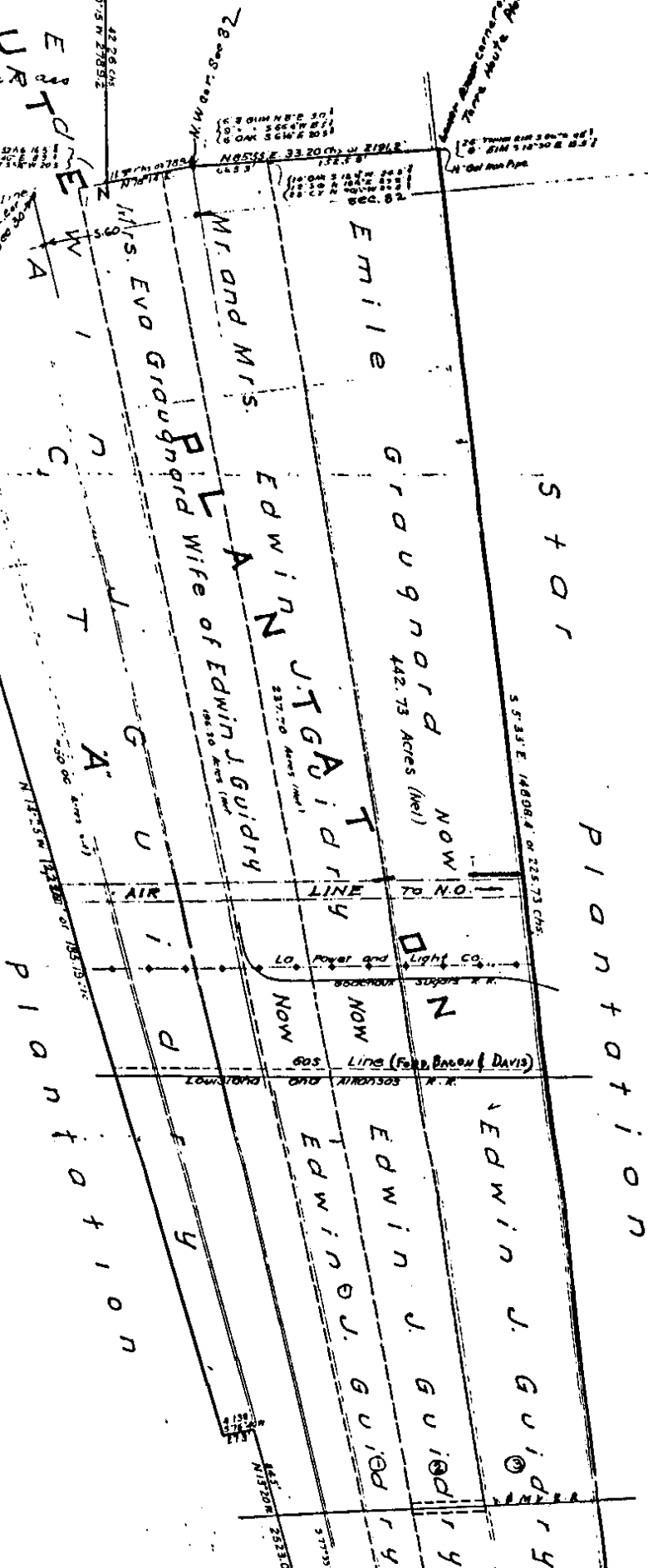
# TERRE HAUTE PLANTATION

## MAP OF

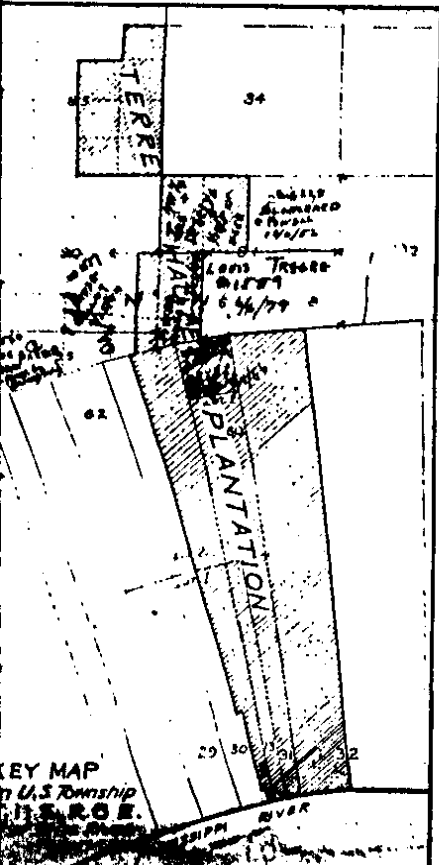
Located in Sections 30, 33, 34, 32, 60, 63, 90, 91 and 95  
T-11S, R-6E, East of Mississippi River, St. Louis Baptiste Parish  
Louisiana and composed of the following tracts of land

Area of various tracts

Emile Grougnard	Tract	442.73 Acres
Mr. and Mrs. Edwin Guidry	Tract	237.70 "
Mrs. Eva Grougnard	Tract	196.90 "
Edwin J. Guidry	Tract A	750.00 "
Edwin J. Guidry	Tract B	296.50 "
Leon Grougnard	Tract (part of 60)	3.90 "
Total		1927.13 "



Scale 1 inch = 10 chains



KEY MAP  
U.S. Township  
T-11S, R-6E

LOUISIANA POWER & LIGHT COMPANY  
OVERHEAD  
RIGHT OF WAY PERMIT

164404

797

In consideration of One Dollar (\$1.00) cash, receipt of which is acknowledged, and the benefits which will accrue to the property by the availability of electric service, I (we) hereby grant unto Louisiana Power & Light Company, its successors and/or assigns, the right and servitude to construct, operate, improve, maintain and remove both overhead electric distribution facilities, including poles, wires and other appurtenances and construct, operate, improve, maintain and remove underground electric distribution facilities consisting of conduits and cables with the necessary appurtenances for the distribution of electric current with the right of access to the facilities for maintenance, repair and operation thereof, together with the right to attach the wires of any other person or company to such poles, and to trim and cut trees and other growth so as to keep the wires cleared, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; upon, over under and across the property which I (we) own, or in which I (we) have an interest in the Parish of St. John the Baptist, State of Louisiana, and more particularly described as follows:

A certain piece or portion of ground situated in the State of Louisiana in Section 32, Township 11 South, Range 6 East.

Louisiana Power & Light Company is herein specifically granted a right of way and servitude Fifteen (15) feet in width to install overhead and underground electrical distribution facilities with all the necessary appurtenances.

The location of said overhead and underground electrical distribution facilities, and the width of right of way and servitude herein granted is more clearly shown, indicated or delineated in red on a sketch by Department of Transportation, Federal Aviation Administration, dated July 6, 1993, revised December 16, 1994, a copy of which is attached hereto, and made a part hereof.

No buildings or other structures (except fences) shall be placed on or across the servitude herein granted and such buildings or other structures constructed adjoining said servitude will maintain required distances from the wires and facilities of Louisiana Power & Light Company, all as provided for in the provisions of the National Electrical Safety Code.

In witness whereof, I (we) hereto set my (our) hand, at St. Rose, Louisiana, this 20th day of March, 1995 in presence of two competent witnesses, who sign with me (us).

WITNESSES:

Landmark Land Co. of Louisiana, Inc.

By: Robert L. Taylor

Its: Vice Pres.

STATE OF Louisiana

~~LOUISIANA~~ / PARISH OF St. John the Baptist

Before me, the undersigned authority, personally came and appeared Robin G. Growl who being first duly sworn, did depose and say that he/she signed the foregoing instrument as a witness, in the presence of the Grantor(s) and another subscribing witness, all of whom signed in his/her presence, each signing in the presence of the others, and that all of said signatures thereto are genuine and correct.

Robin G. Growl

Sworn to and subscribed before me this 21st day of March, A.D., 1995.

[Signature]  
Notary Public

map in file  
NO. 371



RIGHT OF WAY GRANT FOR ROADWAY

163901

**THIS AGREEMENT** made and entered into by and between **LANDMARK LAND COMPANY OF LOUISIANA, INC.**, a corporation organized and existing under the Laws of the State of Louisiana, and being represented herein by the duly authorized undersigned, by virtue of a corporate resolution recorded in COB 313, folio 635, Original Instrument Number 159542, in the records of St. John the Baptist Parish, Louisiana, a copy of which is attached as Exhibit "A" and made a part hereof, hereinafter referred to as "Grantor", and **THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION**, hereinafter referred to as "Grantee", who declared that:

1. For and in consideration of the sum and price of One and No/100 Dollars (\$1.00), and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants, Grantee, its successors and assigns, the rights of use, servitudes, rights of way, and easements, in over and across the following property of Grantor located in Terre Haute Plantation Section 32 of Township 11 South, Range 6 East, St. John the Baptist Parish, Louisiana, for use as a private road (hereinafter the "Roadway"). The Right of Way herein granted shall be forty (40') in width, all as more fully described in Exhibit "B" attached hereto and made a part hereof.

2. This agreement will be for a term of nine (9) months commencing on January 1, 1995 and expiring on September 30, 1995 unless Grantee exercises its option to renew this agreement in accordance with Paragraph 3 herein.

3. Ninety (90) days prior to the expiration of this agreement, Grantee may notify Grantor in writing at the address designated by Grantor of its desire to renew this agreement for an additional term. If both Grantor and Grantee agree, this agreement shall be renewed for an additional term by the parties by executing an instrument designating the terms and conditions of the renewal and the amount of consideration to be paid by Grantee; provided, however, that no renewal shall extend this Right of Way Grant beyond the 31st day of May, 1996.

4. The improvements have not been constructed in the Roadway servitude area. Grantor is not responsible for the construction of any improvements for or on behalf of Grantee. Grantee accepts the Roadway in its present condition and Grantor does not warrant the fitness or suitability of the Roadway.

5. Grantor reserves the right to use the land lying within the Roadway at Grantor's sole cost and expense and without risk or liability of Grantee, except as such use may hinder, conflict, or interfere with the exercise and enjoyment of the rights herein granted, but Grantor will not construct or permit the construction of any structures, improvements, lakes, ponds, obstructions, or works, or plant trees, or drill within the Roadway described hereinabove without the express written consent of Grantor. Grantor shall be allowed to construct roads across the Roadway as long as such roads do not hinder, conflict, or interfere with the exercise and enjoyment of the rights herein granted, as needed by Grantor. Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on the Roadway, that may injure, damage, endanger or interfere with the use of said Roadway, and all appurtenances thereto.

6. By granting this servitude of passage, use and ingress and egress, Grantor does not intend for said Roadway to be dedicated in any manner to Grantee, its successors, transferees, and assigns

or the Parish of St. John the Baptist, the State of Louisiana, the public in general or to public use. Ownership and fee title to said Roadway shall remain in Landmark Land Company of Louisiana, Inc., its successors, transferees or assigns and is reserved by and excluded by Landmark Land Company of Louisiana, Inc. Said ownership and fee title to said Roadway, is not conveyed or transferred herein or hereby. Nothing in this Act or on said plans is intended to dedicate in any manner said Roadway to Grantee, its successors and assigns, the Parish of St. John the Baptist, the State of Louisiana, the public in general or to public use.

7. Said servitude in favor of Grantee shall be exercisable by Grantee and its agents, employees, contractors, licensees, invitees, and guests. This servitude of passage, use and of ingress and egress shall permit and allow Grantee and its agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said Roadway within the said street rights-of-way for access to and ingress to and egress from the Vortac site subleased by Grantee on the Terre Haute property.

8. The servitude and rights herein granted are not exclusive and it is expressly provided that Grantor, its successors transferees or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the Roadway, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the said Roadway to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Grantor reserves the right for itself, its successors transferees and assigns, to use and enjoy the said Roadway in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said Roadway. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the Roadway.

9. Grantee and its respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the Roadway.

10. However, Grantor, or its successors, transferees and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the Roadway or any utility within the Roadway, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said Roadway. Grantor, its successors, transferees and assignees shall also have the right to protect and preserve the private nature of the said Roadway by reasonable means, including without limitation, by reasonable rules and regulations, by gatehouses, security gates, check points, guard rails and similar devices located in the street right-of-way or otherwise.

11. Grantee agrees to utilize said Roadway in a safe and prudent manner and agrees to refrain from interfering with the drainage of said Roadway; Grantee furthermore agrees to erect no obstruction in said Roadway, except as may be specifically allowed by Grantor and to deposit no trash, debris, or rubbish therein, and to cooperate as much as possible in keeping said Roadway in a clean condition. Grantee agrees that it shall not store any materials upon the Roadway. After each use and upon termination of this servitude, Grantee shall restore Grantor's property as best as possible to its original condition prior to this servitude being granted. Any improvements to the Roadway made by Grantee shall be the property of Grantor. In addition, Grantee agrees to operate and maintain the Roadway in an environmentally safe manner, and in accordance

with all governmental regulations, and agrees not to cause environmental damage. In the event environmental damage or a hazardous waste spill does occur, Grantee agrees that it will promptly report the incident to Grantor and the appropriate governmental authorities and will conduct the cleanup in accordance with governmental standards.

12. Grantee agrees that it will be responsible for and pay for and does indemnify, defend and hold Grantor harmless from any claims for injury to persons or for damage to Grantor's land and/or its improvements or to third party property, (including other pipelines and the property of any tenants), or other legal consequences, and for costs and attorneys' fees, occurring, arising or growing out of the use, operation, repair, replacement, and / or removal of said Roadway or any additional equipment and appurtenances whatsoever used thereon and/or the commodities or products transported therein or thereby, and all other work or operations contemplated or undertaken by Grantee on said Roadway, whether the same be with or without Grantee's fault or negligence or that of any contractor or sub-contractor or their respective suppliers, contractors, sub-contractors, agents, servants or employees, or the condition and manner in which any operations are conducted or the performance or the breach of any of the terms, covenants, conditions and obligations of this agreement. Grantee further agrees to indemnify, defend and hold Grantor harmless for any other claims for injury to persons or for damage occurring in the exercise of these servitude rights and agrees to negotiate with and separately compensate any third parties so damaged or injured. Further Grantee agrees to indemnify Grantor for any environmental damage, hazardous waste damage, cleanup or remediation or any violation by Grantee, its employees, agents, contractors, licensees, or invitees of any governmental or environmental laws or regulations.

13. This servitude shall terminate and be extinguished in the event Grantor relocates or removes the Roadway and shall be relocated in an area mutually acceptable to Grantor and Grantee or their successors, transferees and assigns by filing in the records of St. John the Baptist Parish a new servitude document containing a new legal description for the Roadway at which time the property previously encumbered by this servitude shall be automatically and immediately released (and the servitude revoked from the released area) from all force and effect thereof.

14. The rights of use, servitudes, rights of way, and easements herein granted are rights of use and predial servitudes, rights of way, and easements, and shall run with the land for the term of this agreement or any extension thereof.

15. Grantor and Grantee do hereby agree that this Right of Way Grant for Roadway constitutes the entire agreement between them and that no representations or statements, oral or written, have been made which modify or change any of the terms hereof.

16. All notices sent to the parties under this Right of Way Grant for Roadway shall be addresses as follows:

To the Grantor: Landmark Land Company of Louisiana, Inc.,  
P.O. Box 2500, LaPlace, LA 70069

To the Grantee: Department of Transportation, Federal  
Aviation Administration, Southwest Region, Attn: ASW-56, Fort  
Worth, TX 76193-0056

17. This agreement may be executed in multiple counterparts.

////

Executed by Grantor at LaPlace, Louisiana, on the 19<sup>th</sup> day of January, 1995, in the presence of the undersigned competent witnesses set opposite said signature.

WITNESSES:

LANDMARK LAND COMPANY OF LOUISIANA, INC.

Richard E. Bursey  
Richard E. Bursey III

BY:

NAME:

TITLE:

Robert L. Taylor  
ROBERT L. TAYLOR  
VICE PRES.

Executed by the duly authorized representative of The United States Department of Transportation, Federal Aviation Administration, at Fort Worth, Texas, on the 21st day of February, 1995, in the presence of the undersigned competent witnesses set opposite said signature.

WITNESSES:

UNITED STATES DEPARTMENT OF  
TRANSPORTATION, FEDERAL AVIATION  
ADMINISTRATION

BY:

NAME:

TITLE:

Joan C. Zubarik  
JOAN C. ZUBARIK  
Contracting Officer

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

ROBERT L. TAYLOR

of lawful age and known to me to be the person named in and who executed the above and foregoing instrument, and who did declare and acknowledge in the presence of the two witnesses whose names are subscribed to said instrument and in my presence, that he is a Vice President of LANDMARK LAND COMPANY OF LOUISIANA, INC., that he signed and executed said instrument as the duly authorized representative of LANDMARK LAND COMPANY OF LOUISIANA, INC., that he signed said instrument before me and in the presence of the two undersigned competent witnesses; and that he signed said instrument as his own free act and deed as the duly authorized representative of LANDMARK LAND COMPANY OF LOUISIANA, INC., and for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at my office in the Parish and State aforesaid, on this 19<sup>th</sup> day of January, 1995.

WITNESSES:

Alfred E. Loring  
Richard Russell

LANDMARK LAND COMPANY OF LOUISIANA, INC.

BY: Robert L. Taylor  
NAME: Robert L. Taylor  
TITLE: Vice President

Judith Otter  
Notary Public  
My commission is for life.

(SEAL)

STATE OF TEXAS

COUNTY OF TARRANT


BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the County and State aforesaid, personally came and appeared:

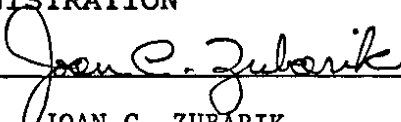
JOAN C. ZUBARIK


of lawful age and known to me to be the person named in and who executed the above and foregoing instrument, and who did declare and acknowledge in the presence of the two witnesses whose names are subscribed to said instrument and in my presence, that she is the Contracting Officer for the United States of America, DOT/FAA; that she signed and executed said instrument as the duly authorized representative of UNITED STATES OF AMERICA, DOT/FAA; that she signed said instrument before me and in the presence of the two undersigned competent witnesses; and that she signed said instrument as ~~his~~ own free act and deed as the duly authorized representative of the UNITED STATES OF AMERICA, DOT/FAA; and for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal in Fort Worth, Tx, on this 21st day of February, 1995.

WITNESSES:

  
David L. Donnell

UNITED STATES DEPARTMENT OF  
TRANSPORTATION, FEDERAL AVIATION  
ADMINISTRATION  
BY:   
NAME: JOAN C. ZUBARIK  
TITLE: Contracting Officer

  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)



LANDMARK LAND COMPANY OF LOUISIANA, INC.  
a Louisiana Corporation

UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS

159992  
C08 313  
8-635  
FILED FOR RECORD  
94 JUN 17 AM 10:41  
CLERK OF COURT  
PARISH OF ST. JOHN  
THE BAPTIST 116

The undersigned, being all the members of the Board of directors of Landmark Land Company of Louisiana, Inc., a Louisiana corporation ("Company"), acting pursuant to the provisions of Section 81 of the General Corporate Law of the State of Louisiana, do hereby consent that the Resolutions hereinafter set forth shall be deemed to have been adopted to the same extent and shall have the same force and effect as if adopted at a formal special meeting of the directors of the Company, duly called and held for the purposes of acting upon proposals to adopt the following Resolutions:

AUTHORIZATION TO EXECUTE DOCUMENTS

WHEREAS, the following named individuals were elected and appointed as Officers of the Company on March 1, 1994 effective on March 11, 1994 at 12:01 a.m. with the title shown, and to serve in such capacity until his respective successor is elected and qualified, or until his sooner death, resignation, retirement or removal:

- |                    |  |
|--------------------|--|
| V. Jackson Carney  | President and Assistant Secretary      |
| R. Wayne Lowe      | Chief Executive Officer and Secretary  |
| Robert Taylor      | Vice President and Assistant Secretary |
| Wayne Burger       | Vice President and Assistant Secretary |
| Michael R. Welch   | Vice President                         |
| George Haas        | Vice President                         |
| Patrick McElroy    | Vice President                         |
| Harold Zagunis     | Vice President                         |
| Michael E. Bradley | Vice President                         |

NOW, THEREFORE, BE IT RESOLVED that the duly elected Officers of the Company are hereby authorized and directed to execute any and all documents, as set forth in Exhibit "A", on behalf of the Company which the Sole Shareholder of the Company has approved, either by direct Shareholder authority or as necessary to carry out the acts authorized by the Shareholder.

Election of Officer  
Page 2

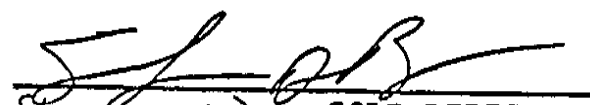
The Officers of the Company are hereby authorized to rely upon executed Cases approved by the appropriate RTC Committee as evidence of approval by the Shareholder.

REVOCATION OF PRIOR CORPORATE RESOLUTIONS

FURTHER RESOLVED, that this Unanimous Written Consent supersedes all prior Unanimous Written Consents and Corporate Resolutions regarding Authorization to Execute Documents and specifically rescinds and revokes that Certificate of Corporate Resolutions registered in COB 300, folio 569, Act # 149310 on March 4, 1993 in the office of the Clerk of Court for the Parish of St. John the Baptist, State of Louisiana and that Unanimous Written Consent of the Board of Directors registered in COB 300, folio 571, Act # 149311 on March 4, 1993 in the office of the Clerk of Court for the Parish of St. John the Baptist, State of Louisiana.

DATED this 23<sup>rd</sup> day of May, 1994.

BOARD OF DIRECTORS:

  
Steve Brown, SOLE DIRECTOR



## Exhibit "A"

OFFICERS OF LANDMARK LAND COMPANY OF LOUISIANA, INC.  
LAPLACE, LOUISIANA

DOCUMENTS AUTHORIZED TO EXECUTE

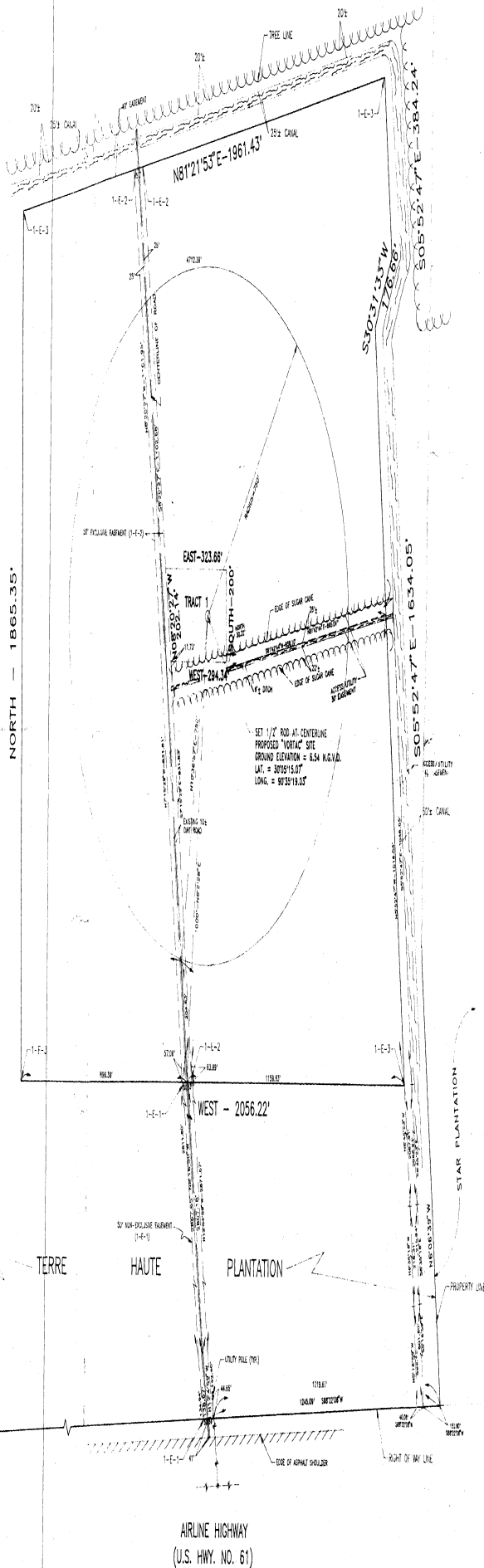
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Government Approval Documents, Planning Documents, Surveys, Servitudes, Rights-of-Way and Acts of Dedication, Project Management Agreements, Property Management Agreements, Golf and Tennis Operating Contracts, Real Estate Purchase and Sales Contracts or contracts for the transfer, exchange or donation of property, Acts of Sale and/or instruments of conveyance, transfer, exchange and donation and those documents necessary to consummate the transaction contemplated by the aforesaid contracts for the sale, transfer, exchange or donation of real property and personal property and to perform the obligations of the Corporation thereunder, Leasing Contracts and Authorizations.

FILED FOR RECORD  
1975 FEB 27 AM 9:36  
CLERK OF COURT  
PARISH OF ST. JOHN  
THE BAPTIST, LA.

163901  
inst.

159548  
# 163901



LEGAL DESCRIPTION

SOX-EXCLUSIVE EASEMENT (1-E-2)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S00°00'00\"/>

LEGAL DESCRIPTION

TRACT 1  
FACILITY PLOT

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S00°00'00\"/>

LEGAL DESCRIPTION

UTILITY/ACCESS EASEMENT

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S00°00'00\"/>

LEGAL DESCRIPTION

SOX-EXCLUSIVE EASEMENT (1-E-1)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S00°00'00\"/>

LEGAL DESCRIPTION

CLEAR ZONE (1-E-3)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S00°00'00\"/>

NOTE:

TRACT 1A - 67,000.00 SQ. FT. (1.54 ACRES)  
TRACT 1-B-1 - SOX-EXCLUSIVE EASEMENT = 147,000.00 SQ. FT. (3.35 ACRES)  
TRACT 1-B-2 - SOX-EXCLUSIVE EASEMENT = 99,771.04 SQ. FT. (2.28 ACRES)  
TRACT 1-E-1 - SOX-EXCLUSIVE EASEMENT = 3,141,602.63 SQ. FT. (72.08 ACRES)

LAND OWNER:

LANDMARK LAND CO. OF LA, INC.  
P.O. BOX 2500  
BAYTOWN, LA 77520-2500

EXHIBIT B

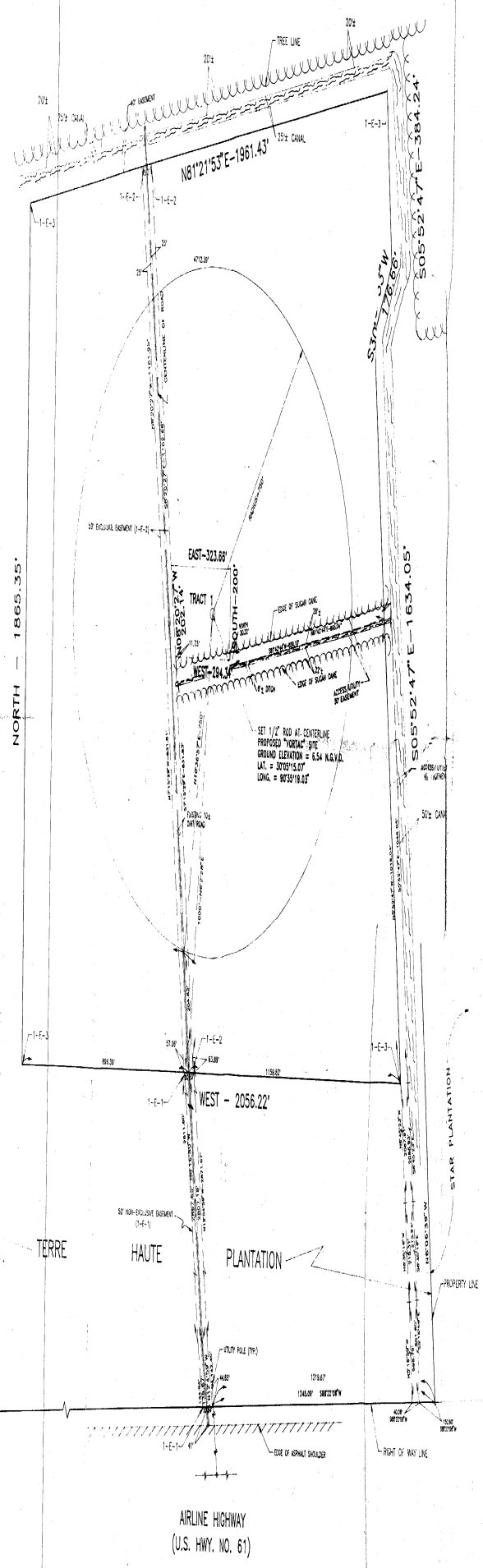
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHWEST REGION  
FORT WORTH, TEXAS

PROPOSED FAA "VORTAC" SITE  
Sited in  
A PORTION OF TERRE HAUTE PLANTATION  
SECTION 32, T11S-R6E  
ST. JOHN THE BAPTIST PARISH, LOUISIANA

SUBMITTED: APPROVED:  
SUPERVISOR OF SECTION, ASW-451  
MANAGER OF BRANCH, ASW-450  
DESIGNED: RTD  
REVIEWED: RTD  
DATE: JULY 6, 1993  
DRAWING NUMBER:  
DIVISION:  
MCS: 1000-1000

REV.	DATE	DESCRIPTION	DTG.	CHECKED	FACILITY
1	12-18-94	REVISED TO SHOW UTILITY/ACCESS EASEMENT	JLB	12/18/94	AIRWAY FACILITIES

158592



LEGAL DESCRIPTION  
50' EXCLUSIVE EASEMENT (1-E-2)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S87°20'00\"/>

LEGAL DESCRIPTION  
TRACT 1  
FACILITY PLOT

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S87°20'00\"/>

LEGAL DESCRIPTION  
UTILITY/ACCESS EASEMENT

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S87°20'00\"/>

LEGAL DESCRIPTION  
50' NON-EXCLUSIVE EASEMENT (1-E-1)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S87°20'00\"/>

LEGAL DESCRIPTION  
CLEAR ZONE (1-E-3)

ONE CERTAIN PORTION OF GROUND SITUATED IN TERRE HAUTE PLANTATION, SECTION 32, T11S-R6E, ST. JOHN THE BAPTIST PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BOUNDARY LINE BETWEEN TERRE HAUTE PLANTATION AND STAR PLANTATION AT THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, THENCE MEASURE ALONG THE NORTH RIGHT OF WAY OF AIRLINE HIGHWAY, S87°20'00\"/>

NOTE:

- TRACT 1 = 61,800.00 SQ. FT. (1.418 ACRES)
- TRACT 1-E-1 = 50' NON-EXCLUSIVE EASEMENT = 147,301.19 SQ. FT. (3.341 ACRES)
- TRACT 1-E-2 = 50' EXCLUSIVE EASEMENT = 99,701.04 SQ. FT. (2.280 ACRES)
- TRACT 1-E-3 = 50' NON-EXCLUSIVE EASEMENT = 3,141,592.65 SQ. FT. (72.388 ACRES)

LAND OWNER:

LANDOWNER (LAWYER, C. OF L.A., INC.)  
P.O. BOX 2050  
LAKE CHARLES, LA 70604-2500

EXHIBIT #1

Certified correct: #92-2514

Richard T. Dading  
Professional Land Surveyor, LA #4399



DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION	
SOUTHWEST REGION: PORT ARTHUR, TEXAS	
PROPOSED FAA "VORTAC" SITE	
Situated in A PORTION OF TERRE HAUTE PLANTATION SECTION 32, T11S-R6E ST. JOHN THE BAPTIST PARISH, LOUISIANA	
SUBMITTED:	APPROVED:
SUPERVISOR OF SECTION, ASW-451	MANAGER OF BRANCH, ASW-450
DESIGNER: RTO	REVIEWER: RTO
DATE: 12-16-84	DATE: JULY 6, 1993
REVISED TO SHOW UTILITY/ACCESS EASEMENT	REVISION: 1
DATE: 12-16-84	REVISION: 1
DESCRIPTION	DIVISION
DATE	DATE
DESCRIPTION	DESCRIPTION
DATE	DATE
DESCRIPTION	DESCRIPTION

11/8/54 C.O.B. 27 Folio 532

EASEMENT

14367

STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

For the sum of Two Hundred Forty-four and no/100 (\$244.00) Dollars and other good and valuable consideration, receipt of all of which is hereby acknowledged, the undersigned, herein called "GRANTOR", whether one or more, hereby grants, sells, and conveys to Shell Pipe Line Corporation, herein called "GRANTEE", the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line for transportation of liquids or gases or mixtures thereof, on, in, over and through the following described land in St. John the Baptist Parish, Louisiana, to-wit:

4.62 acres of land being a strip of land 50 feet wide across a tract of land known as Terre Haute Plantation owned by Eva Graugnard, widow of Edwin J. Guidry, et al, as described by Deed dated the 26th day of January, 1950, and recorded in the Deed Records of St. John the Baptist Parish, Volume 16, page 488, said 50 foot strip being 15 feet northerly and 35 feet southerly from the center line of a proposed pipe line and located in Sections 30, 31, and 32, T 11 S, R 6 E, St. Helena Meridian, St. John the Baptist Parish, Louisiana, the center line of said pipe line being more particularly described as follows:

Beginning at a point 685.15 feet S 14° 23' E from the intersection of the northerly projection of the west line of said Graugnard tract with the center line of U. S. Highway No. 61, said west line being also the east line of a tract owned by San Francisco Planting and Manufacturing Company, Limited; said point of beginning being further located 65 feet southerly from the center line of a right-of-way owned by Louisiana Power and Light Company.

Thence 3842.8 feet S 89° 12' E parallel to said Louisiana Power and Light Company right-of-way, thence 187.6 feet S 64° 09' E to a point on the east line of said Graugnard tract being also the west line of a tract owned by Godchaux Sugars, Inc., said point being further located 874.8 feet S 5° 41' E from the intersection of the northerly projection of said property line with the center line of U.S. Highway No. 61, as shown on survey plat dated May 7, 1954, by John D. Upham, Registered Professional Engineer No. 566, New Orleans, Louisiana, attached hereto and made a part hereof.

(2) The right of ingress and egress in, on, over, across and through said above described land for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

The fifty (50') foot wide strip of land hereinabove described shall be used by GRANTEE for the purpose of construction, and during the period of construction, but such construction period not to exceed one year, and upon completion of construction said right of way strip shall revert to a permanent right of way thirty (30') feet wide, being fifteen (15') feet on each side of the center line of the pipe line, as shown on the plat attached hereto and made a part hereof.

GRANTOR specifically reserves the right to build fences along, over and across said strip, to maintain and use roads perpendicularly over and across and longitudinally upon said strip, and such other usages that will not unreasonably interfere with the exercise of the rights and easements herein granted, except that no structure or building shall be located or placed within ten feet (10) of the center line of the pipe line, as constructed on the tract of land above described. It is understood that the type of roads to which the parties above refer are such roads as are necessary in the operation of the plantation, and it is agreed and understood that any such roads become part of the rights

and easement herein granted so that Shell Pipe Line Corporation may use such roads in its exercise of the servitude or easement herein granted. It is further agreed and understood that if in the operation and maintenance of the pipe line it becomes necessary for Shell Pipe Line Corporation to dig up such roads as lie within the strip as above described, or in any other manner damage or destroy such roads, Shell is under no obligation to mend or repair the same, but that such repairs shall be at the sole cost and expense of the GRANTOR herein.

GRANTOR covenants with GRANTEE that GRANTOR is the owner of the above described land and has the right, title and capacity to grant the rights and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe line a minimum of thirty-six (36") inches beneath the bottom of all canals and drainage ditches, and below the surface of the land described above and also to pay any damages to growing crops, fences, buildings and timber on such land which may result from the exercise of the rights herein granted. GRANTEE also agrees to restore the banks of all canals and drainage ditches crossed by the said pipe line to as near the same condition as possible as before construction.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately, and in whole or in part.

It is understood that the person obtaining this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 20th day of October, 1954.

WITNESSES:

Bethie Lee  
Jeannette Hallie



Bethie Lee  
Jeannette Hallie



Bethie Lee  
Jeannette Hallie

Bethie Lee  
Jeannette Hallie

Bethie Lee  
Jeannette Hallie

Bethie Lee  
Jeannette Hallie

Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry

Edwin J. Guidry, Jr.

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry,  
Attorney in Fact

Leon P. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry,  
Attorney in Fact

James N. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry,  
Attorney in Fact

Julian M. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry,  
Attorney in Fact

Albert I. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry,  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

Paul L. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

Marion S. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

(Miss) Celeste Guidry (Sister Celeste  
O.L.V.M.)

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

(Mrs.) Inez A. Guidry Montz

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

Francis W. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

John W. S. Guidry

By: Mrs. Eva Graugnard Guidry  
(Mrs.) Eva Graugnard Guidry  
Attorney in Fact

Bethel L. Guidry  
New Orleans, La.

Theresa Guidry Hotard  
Theresa Guidry Hotard

STATE OF LOUISIANA

PARISH OF ORLEANS:

Before me, the undersigned authority,

PERSONALLY APPEARED:

Mrs. Eva Graugnard Guidry and Mrs. Theresa Guidry Hotard, well known to me, Notary, and known to be the persons who signed and executed the foregoing instrument and who acknowledged and declared unto me that they signed and executed same in the capacity and for the objects and purposes therein shown.

New Orleans, Louisiana, this 25 day of October, 1954.

CLARENCE F. FAVRETT  
NOTARY PUBLIC  
ORLEANS PARISH, LOUISIANA  
My commission is issued for life

[Signature]  
NOTARY PUBLIC

FILED AND DEPOSITED FOR RECORDATION  
IN THE COT RECORDS  
OF THIS PARISH OF ST. JOHN THE BAPTIST.  
STATE OF LOUISIANA, ON THIS 8th DAY  
OF Nov, 1954, AT 11:00  
O'CLOCK, A. M.  
Mabel J. Casenave  
By, CLERK OF COURT AND EX-OFF. RECORDER

## RIGHT OF WAY DEED

12833

12833

~~12883~~

STATE OF LOUISIANA:

PARISH OF ST. JOHN THE BAPTIST:

BE IT KNOWN, THAT WE,

- (1) MRS. EVA G. GUIDRY, born Graugnard, widow of Edwin J. Guidry, deceased, of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (2) MRS. INEZ GUIDRY MONTZ, born Guidry, wife of E. J. Montz, of the age of majority and a resident of St. Landry Parish, Louisiana;
- (3) EDWIN J. GUIDRY, JR., husband of Mrs. Ruby Guidry, of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (4) MARION S. GUIDRY, husband of Mrs. Barbara Featherston Guidry, of the age of majority and a resident of Rapides Parish, Louisiana;
- (5) LEON P. GUIDRY, husband of Mrs. Emily Chenet Guidry, of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (6) JAMES M. GUIDRY, husband of Mrs. Betty Lou Guidry, of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (7) JULIAN M. GUIDRY, separated husband of Vera Jacob, of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (8) PAUL L. GUIDRY, a single man of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (9) ALBERT L. GUIDRY, a single man of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (10) FRANCIS W. GUIDRY, a single man of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (11) JOHN W. GUIDRY, a single man of the age of majority and a resident of St. John The Baptist Parish, Louisiana;
- (12) THERESA E. GUIDRY, a femme sole of the age of majority and a resident of St. John The Baptist Parish, Louisiana; and
- (13) MARIE CELESTE GUIDRY, known in religion as Sister Celeste, of the age of majority and a resident of San Bernadino County, California; we being hereinafter referred to as "Grantors", in consideration of the benefits, uses and advantages accruing to us by reason of the location of the STATE PROJECT 7-04-08, Gramercy-Garyville Highway, State Route 1500, St. John The Baptist Parish, and for and upon such other terms and conditions or considerations hereinafter expressed do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, being hereinafter referred to as the "Department,"



represented herein by Paul E. Lirette, Right of Way Engineer of the said Department of Highways, acting herein by direction of the Director of Highways, dated June 30, 1952, accepting and acknowledging delivery and possession for the Department, all and singular a right of way on, over, and across the following described property, to-wit:

DESCRIPTION

A certain tract of land comprising an area of 0.076 of an acre adjoining and lying on the south side of the existing right of way for the Baton Rouge-New Orleans Airline Highway in Section 30, Township 11 South, Range 6 East, St. John The Baptist Parish, Louisiana, being a portion of Terre Haute Plantation and being more fully described by reference to a plat of survey by C. J. Tircuit under date of September 22, 1952, a print of which is hereto attached and made a part hereof, as follows, to-wit:

Begin at a point which is the intersection of the western boundary line of Terre Haute Plantation with the southern boundary line of the existing right of way for the Baton Rouge-New Orleans Airline Highway, said point being 2388.06 feet south and 7498.76 feet east of the corner common to Sections 66, 67 and 72, all in Township 11 South, Range 6 East, St. John the Baptist Parish, Louisiana; thence North  $88^{\circ}-56'$  East along said boundary line of said right of way a distance of 317.20 feet to a point and corner; thence South  $85^{\circ}-07.15'$  West a distance of 300.67 feet to a point and corner; thence South  $88^{\circ}-56'$  West a distance of 12.46 feet to a point in said west boundary line of Terre Huate Plantation and corner; thence North  $14^{\circ}-25'$  West along said west boundary line of Terre Haute Plantation a distance of 20.56 feet to the point of beginning.

Being a portion of the same property allotted to Mrs. Eva Graugnard Guidry, et al, by Judgment of the 24th Judicial District Court in the matter entitled "Succession of Edwin J. Guidry" which was recorded on February 1, 1950, in Book 16 at page 488 of the Conveyance Records of St. John The Baptist Parish, Louisiana.

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of the said highway and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the fee title thereto, and the Grantors by these presents especially do not transfer any right to oil, gas, and other minerals lying beneath the area herein subjected to said servitude for right of way purposes, it being specifically understood, however, that while no exploration, drilling, nor mining of gas, oil, or other minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas, or other minerals from under the area subject to said servitude.

The Grantor waives and abandons all claims for damages on account of the exercise of the privilege herein granted.

As a further consideration for the right of way herein granted, the following terms and conditions are herein agreed upon:

The Department shall at its expense construct another field road or headland on the Grantors' remaining property adjacent to the new right of way line so as to replace that portion of the existing field road or headland absorbed within the right of way herein conveyed; in reconstructing said field road or headland it shall be constructed to a width of 16 feet using the existing culverts now under the part of the said road to be relocated, which said culverts shall be extended by the Department so as to provide a culvert length of 20 feet and the Department shall not be required to replace the timber headwalls at the ends of said culverts as now exist.

The Department will construct two standard cross-overs in the median between the two roadways, one cross-over to be constructed opposite the existing farm road which crosses the surveyed centerline at approximate Highway Survey Station 1537+48 and the other cross-over to be constructed opposite the existing farm road which crosses the surveyed centerline at approximate Highway Survey Station 1548+00.

The Department shall replace any culverts broken by it in connection with the building of said headland.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this deed as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, as of the 19th day, of January, 1953.

WITNESSES:

J. K. Handlin  
Mrs. Herbert  
X Robert J. Shearman  
X Robert P. Shearman  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
J. K. Handlin  
Mrs. Herbert  
Rose (Duch)  
J. K. Handlin

Mrs. Eva G. Guidry  
MRS. EVA G. GUIDRY

Mrs. Inez Guidry Montz  
MRS. INEZ GUIDRY MONTZ

Edwin J. Guidry, Jr.  
EDWIN J. GUIDRY, JR.

Marion S. Guidry  
MARION S. GUIDRY

Leon P. Guidry  
LEON P. GUIDRY

James M. Guidry  
JAMES M. GUIDRY

Julian M. Guidry  
JULIAN M. GUIDRY

Paul L. Guidry  
PAUL L. GUIDRY

Albert L. Guidry  
ALBERT L. GUIDRY

Francis W. Guidry  
FRANCIS W. GUIDRY

John W. Guidry  
JOHN W. GUIDRY

Theresa E. Guidry  
THERESA E. GUIDRY

Marie Celeste Guidry  
MARIE CELESTE GUIDRY

Clarence L. Paschal  
Eugene S. McQueen

STATE OF LOUISIANA AND THE DEPARTMENT  
OF HIGHWAYS OF THE STATE OF LOUISIANA

BY: [Signature]

STATE OF LOUISIANA:

AFFIDAVIT

PARISH OF Orleans:

BEFORE ME, the undersigned authority, personally came and appeared MRS. EVA G. GUIDRY, EDWIN J. GUIDRY, JR., LEON P. GUIDRY, JAMES J. GUIDRY, JULIEN M. GUIDRY, PAUL L. GUIDRY, ALBERT L. GUIDRY, FRANCIS W. GUIDRY, JOHN W. GUIDRY AND THERESA E. GUIDRY,

Affidavit, Cont'd

all of the age of majority and all personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged that they signed the above and foregoing act for the purposes therein expressed as their voluntary acts and deeds.

SWORN TO and subscribed before me as of the 21<sup>st</sup> day of February, 1953.

Mrs. Eva G. Guidry  
MRS. EVA G. GUIDRY

Edwin J. Guidry, Jr.  
EDWIN J. GUIDRY, JR.

Leon P. Guidry  
LEON P. GUIDRY

James M. Guidry  
JAMES M. GUIDRY

Julian M. Guidry  
JULIAN M. GUIDRY

Paul L. Guidry  
PAUL L. GUIDRY

Albert L. Guidry  
ALBERT L. GUIDRY

Francis W. Guidry  
FRANCIS W. GUIDRY

John W. Guidry  
JOHN W. GUIDRY

Theresa E. Guidry  
THERESA E. GUIDRY

[Signature]  
NOTARY PUBLIC

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. LANDRY

BEFORE ME, the undersigned authority, personally came and appeared Mrs. INEZ GUIDRY MONTZ of the age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged that she signed the above and foregoing act for the purposes therein expressed as her voluntary act and deed.

SWORN TO and subscribed before me as of the 19 day of January, 1953.

Mrs. Inez Guidry Montz  
MRS. INEZ GUIDRY MONTZ

[Signature]  
NOTARY PUBLIC

CLARENCE F. FAVRET  
NOTARY PUBLIC  
ORLEANS PARISH, LOUISIANA  
My commission is issued for two

AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF Orleans  
~~Jefferson~~:

BEFORE ME, the undersigned authority, came and appeared MARION S. GUIDRY of the age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that he signed the above and foregoing act for the purposes therein expressed as his voluntary act and deed.

SWORN TO and subscribed before me as of the 21st day of February, 1953.

Marion S. Guidry  
MARION S. GUIDRY

[Signature]  
NOTARY PUBLIC Clarence F. Favret

CLARENCE F. FAVRET  
NOTARY PUBLIC  
ORLEANS PARISH, LOUISIANA  
My commission is issued for life

AFFIDAVIT

STATE OF CALIFORNIA:

COUNTY OF SAN BERNARDINO:

BEFORE ME, the undersigned authority, came and appeared MARIE CELESTE GUIDRY of the age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that she signed the above and foregoing act for the purposes therein expressed as her voluntary act and deed.

SWORN TO and subscribed before me as of the 23 day of January, 1953.

Marie Celeste Guidry  
MARIE CELESTE GUIDRY

[Signature]  
NOTARY PUBLIC

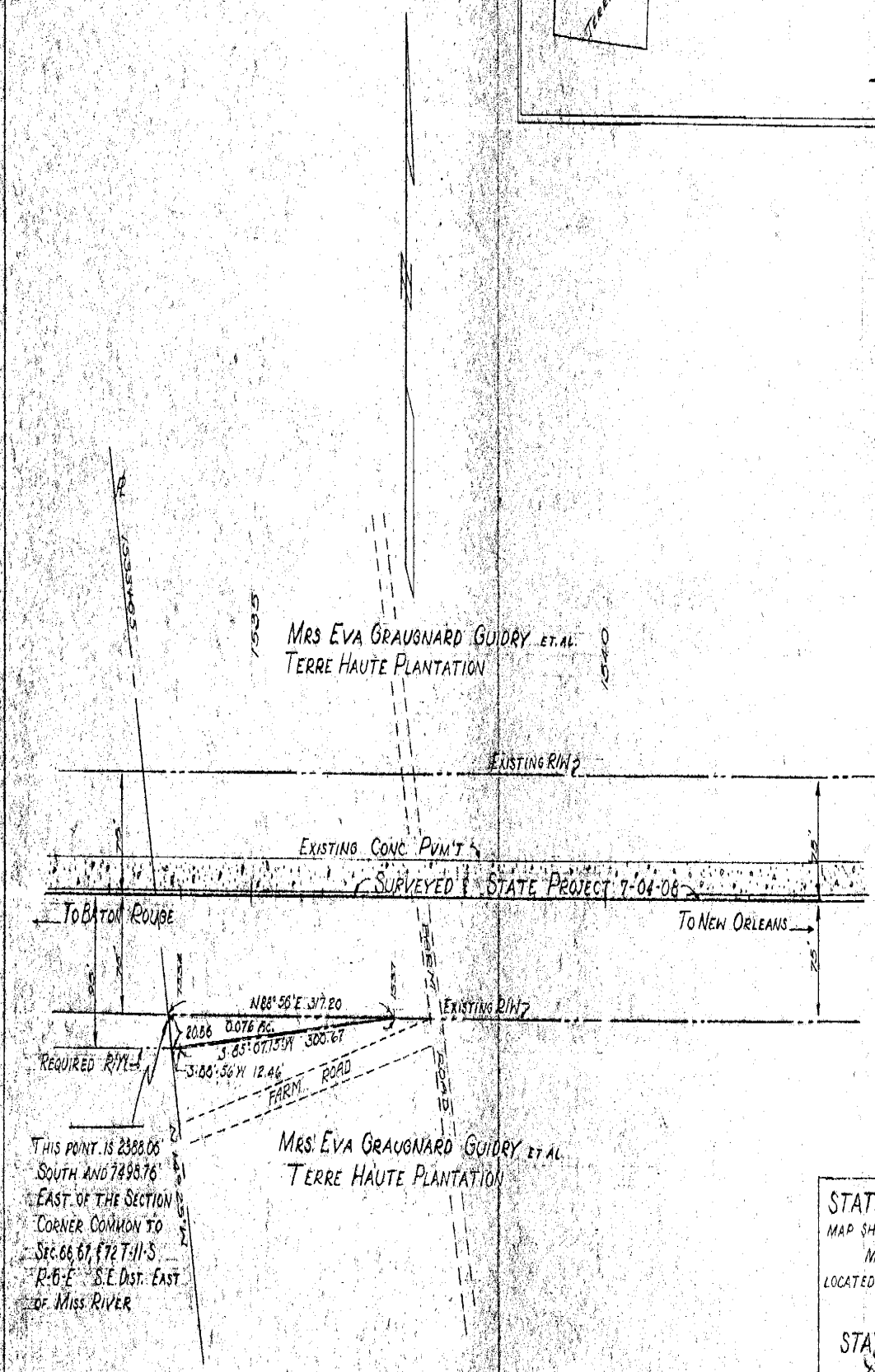
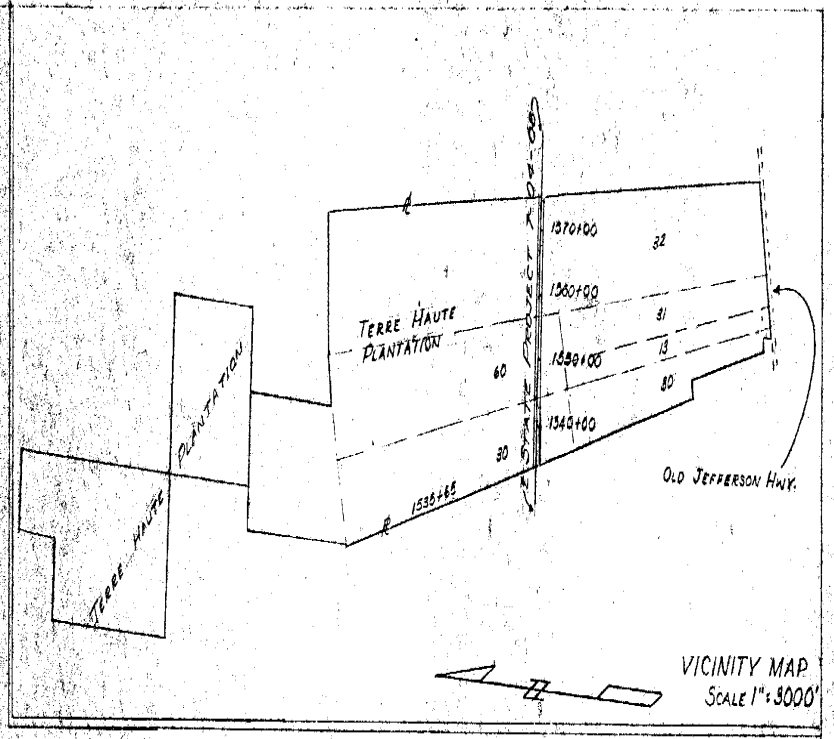
My Commission Expires Dec. 3, 1953



FILED AND DEPOSITED FOR RECORDATION  
IN THE 10th RECORDS  
OF THIS PARISH OF ST. JOHN THE BAPTIST,  
STATE OF LOUISIANA, ON THIS 2nd DAY  
OF March, 1952, AT 11:30  
O'CLOCK, P.M.

Mabel J. Casanova  
By Clerk of Court and Ex-Off. Recorder

Instrument 12833



STATE OF LOUISIANA DEPT. OF HWYS.  
MAP SHOWING R/W REQUIRED ACROSS THE PROPERTY OF  
MRS. EVA GRAUGNARD GUIDRY ET AL  
LOCATED IN SEC. 30 T-11-S R-6-E AND BEING A PART OF  
TERRE HAUTE PLANTATION

STATE PROJECT 7-04-08 F1172(9)  
GRAMERCY-GARYVILLE HWY.  
STATE ROUTE NO. 1500  
ST. JOHN THE BAPTIST PARISH  
BATON ROUGE, LA. SEPT. 22, 1952 SCALE 1" = 100'

L. J. Lincuit  
LICENSED SURVEYOR REG. NO. 139

AFFIDAVIT

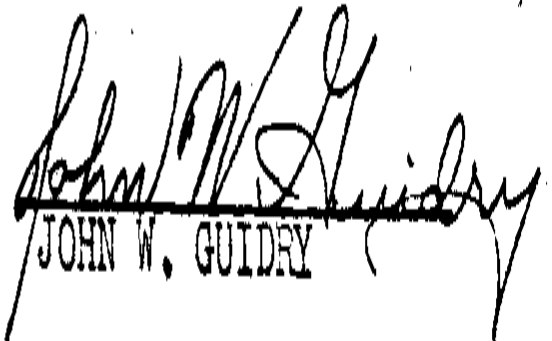
128334

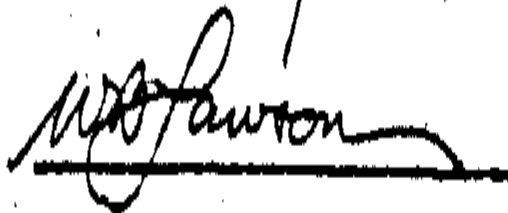
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, the undersigned authority, came and appeared  
John W. Guidry of the age of majority and personally known to me,  
Notary, who by me having been duly sworn, declared and acknowledged that  
he signed the above and foregoing act for the purposes therein  
expressed as his voluntary act and deed.

SWORN TO and subscribed before me as of this 11 day of February  
1953.

  
JOHN W. GUIDRY



W. B. LAWSON, Notary Public  
In and for El Paso County, Texas  
My commission expires June 1, 1953



## St. John Parish Assessor 2021 Assessment Listing

**Parcel#**

0500266000

View on Map ([http://atlas.geoportalmaps.com/stjohn\\_public/q/Parcel?PARCEL\\_ID=0500266000](http://atlas.geoportalmaps.com/stjohn_public/q/Parcel?PARCEL_ID=0500266000))**Primary Owner**

TEN-G, LLC

**Mailing Address**

P O BOX 2497

RESERVE LA 70084-0000

**Ward**

WARD 5

**Type**

Real Estate

**Legal**

LOT SUB TERRE HAUTE PLT COB 339 / 288

BD N BY TERRE HAUTE PLT, S BY CENTER LINE R/W OF BR/NO AIRLINE HWY

E BY EASTERN &amp; WESTERN BD OF TERRE HAUTE PLT SECT 85; 91; 90; AND 60

62/145; 187/157; 325/70

**Physical Address**

### Parcel Items

Property Class	Assessed Value	Market Value	Units	Homestead
AGRI. CLASS 2	8,172	81,720	227.00	0
AGRI. CLASS 4	2,600	26,000	100.00	0
CUT OVER-MARS	2,793	27,930	399.00	0
<b>TOTAL</b>	<b>13,565</b>	<b>135,650</b>	<b>726.00</b>	<b>0</b>

### Deeds

Deed#	Type	Date	Amount	Book	Page
179867	Conversion	5/30/1997	393,184	339	0288

### Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To Address
NO	TEN-G, LLC	YES	100.0000	100.0000	12/4/2001	

### Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
TERRE HAUTE	000	000				

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH WIDE 89.11	76.0700	1,031.88	0.00
LAW ENFORCE 16.99	16.9900	230.46	0.00
P LEVY 3.53	3.1900	43.27	0.00
LAW ENFORCE 16.00	16.0000	217.04	0.00
TOTALS	112.2500	1,522.65	0.00

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