Exhibit A. Moseley North Title Abstract

Acquisition Deeds

CB. 105 No. 28

IN THE MATTER OF	:	NUMBER 10,739 PROBATE
	:	18TH JUDICIAL DISTRICT COURT
THE SUCCESSION OF	:	PARISH OF POINTE COUPEE
DR. JAMES C. ROBERTS	:	STATE OF LOUISIANA

: : : : : :

JUDGMENT OF POSSESSION

Considering the affidavits, the probate of the will of the decedent, satisfactory proof having been submitted that all known debts of this succession have been paid, and that the surviving spouse, heirs and legatees herein have waived the filing of a final account, and the executor having waived his right to any compensation as such, the law and evidence being in favor of petitioners, and it appearing to the court that they are entitled to relief for which they have prayed,

IT IS ORDERED, ADJUDGED AND DECREED:

That MRS. BERTHA SEIBERT ROBERTS, born Seibert, widow of Dr. James C. Roberts, be and she is hereby recognized as the surviving spouse in community with her late husband, Dr. James C. Roberts, and, as such, entitled to the ownership and sent into possession of an undivided one-half of all of the property belonging to the community which existed between decedent and his said widow together with the usufruct of the other one-half thereof:

That JAMES C. ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY, and GEORGE PITCHER ROBERTS be and they are hereby recognized as the children and sole heirs and legatees of the decedent, and, as such, entitled to the ownership and sent into possession of all of the decedent's share of said community property, subject to the usufruct of their mother, MRS. BERTHA SEIBERT ROBERTS, in the proportion of an undivided one-fourth interest therein to each, and more particularly to the following described property:

COMMUNITY PROPERTY:

REAL ESTATE

1. A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Secs. 6-8-9-10-13 & 36 T4S-R11E Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map.

2. Two (2) certain lots or parcels of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto appertaining, situated in the Town of New Roads, Pointe Coupee Parish, Louisiana, and more fully described as follows:

   (a) A certain lot of ground having a frontage of 163 feet on West Main Street by a depth of 690 feet; bounded North by Napoleon Street, East by property of Catholic Diocese of Baton Rouge, West by property of Poydras Academy, and South by West Main Street.

   (b) A parcel of land having an area of approximately one square arpent; bounded West by property hereinabove described, East by Poydras Street, North by property of J. P. Maggio, and South by property of Catholic Diocese of Baton Rouge.

PERSONAL PROPERTY

All bank accounts standing in the name of Dr. James C. Roberts, bonds remaining in said succession as shown in detail in the Detailed Descriptive List of Property filed in this proceeding, all farm equipment, motor vehicles, livestock, household furniture and fixtures, and accounts receivable as shown on said Detailed Descriptive List.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WILLIAM SEIBERT ROBERTS be and he is hereby relieved, released and discharged as testamentary executor, and relieved, released and discharged of any and all liability and responsibility in connection with his office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit, or in their possession, or under their control, any money, credits, stocks, dividends, bonds, or other property belonging to the succession of the deceased, Dr. James C. Roberts, are hereby required to deliver the same to MRS. BERTHA S. ROBERTS, JAMES C. ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY, and GEORGE PITCHER ROBERTS, in the proportions and capacities fixed by this judgment.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at New Roads, Louisiana, on this 19th day of June, 1972.

JUDGE, 18th Judicial District Court

Mary C. Chenet
'72 JUN 19 PM 5:40

SUCCESSION	:	NO. 14,978
OF	:	18TH JUDICIAL DISTRICT COURT
	:	PARISH OF POINTE COUPEE
BERTHA SEIBERT ROBERTS	:	STATE OF LOUISIANA

CB 256 31
RECEIVED & FILED
1983 MAY -3 AM 9:36
CLERK OF COURT
L.C. CHEVALIER
PARISH OF POINTE COUPEE

JUDGMENT OF POSSESSION

This cause came on to be heard on the petition of JAMES CLEVELAND ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY, and GEORGE PITCHER ROBERTS to be recognized as the only children and sole heirs at law of the deceased, Bertha Seibert Roberts, and to be sent into possession, and it appearing that the deceased died intestate, that this succession is relatively free of debt, and that no administration thereof is necessary; that a Sworn Detailed Descriptive List and Valuation of All Property of this succession has been made and filed herein as required by law; that the inheritance taxes due the State of Louisiana herein have been fixed and paid, as appears from the acknowledgment and receipt of the Collector of Revenue of the State of Louisiana, filed in the record of these proceedings; and the Court considering the law and the evidence to be in favor of petitioners, and that petitioners are entitled to the relief prayed for, for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that petitioners, JAMES CLEVELAND ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY, born Roberts, wife of Donald Edward Moseley and GEORGE PITCHER ROBERTS, be and they are hereby recognized as the only children and sole heirs at law of decedent, Bertha Seibert Roberts, entitled as such to the ownership and hereby sent into possession, in the proportions of an undivided one-fourth (¼) interest, each, of all property belonging to the succession of decedent, Bertha Seibert Roberts, particularly, but not exclusively, the following described property, to-wit:

REAL ESTATE

1. An undivided one-half interest in and to:

   A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto

appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, T4S, R11 E, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Secs. 6-8-9-10-13 & 36, T4S, R11E,

Pointe Coupee Parish, Louisiana", a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry No. 227; said property being subject to such servitudes as is shown on said map.

2. An undivided one-half interest in and to:

Two (2) certain lots or parcels of land, together with all of the buildings and improvements thereon, and all of the right, ways, servitudes and privileges thereunto appertaining, situated in the Town of New Roads, Pointe Coupee Parish, Louisiana, and more fully described as follows:

(a) A certain lot of ground having a frontage of 163 feet on West Main Street by a depth of 690 feet; bounded North by Napoleon Street, East by property of Catholic Diocese of Baton Rouge, West by property of Poydras Academy, and South by West Main Street.

(b) A parcel of land having an area of approximately one square arpent; bounded West by property hereinabove described, East by Poydras Street, North by property of J.P. Maggio and South by property of Catholic Diocese of Baton Rouge.

PERSONAL PROPERTY

1. Bonds on deposit with Louisiana National Bank of Baton Rouge, Trust Department, shown in the Detailed Descriptive List of Property filed in this proceeding.

2. Amount on deposit in Bank of New Roads, New Roads, Louisiana, in Checking Account #576437, in name of Bertha S. Roberts.

3. Amount on deposit in Bank of New Roads, New Roads, Louisiana, in Checking Account #576679, in name of Bertha S. Roberts.

4. Amount on deposit in Bank of New Roads, New Roads, Louisiana, in Savings Account #9002723, in name of Bertha S. Roberts.

5. The following farm machinery:

International 856 Tractor - inoperable
International 500 Chopper - poor condition
Servis Flex XV, 15 ft. Clipper - poor condition
Bush Hog, 15 ft. Clipper - poor condition

6. Two hundred seventy-six (276) grade stocker cows, with 200 small baby calves at side, also six old breeding bulls

Less: Owed to children (naked owners) 175 head with calves and eight breeding bulls.

7. 1970 Mercury automobile, Serial No. SN063K617024.

8. 1972 Cadillac Deville Sedan, Serial No. 6V49R20150484.

9. An undivided one-half interest in miscellaneous lot of household furniture and fixtures situated in the residence at 426 West Main Street, New Roads, Louisiana.

10. Personal jewelry.

11. Amount due from Chevron U.S.A. Inc. for seismograph testing.

12. Amount due by I.H. Rubenstein Store.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all inheritance taxes due in this succession to the State of Louisiana have been paid, and no further inheritance taxes are due herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Milton T. Covington, administrator of this succession, be and he is hereby discharged and relieved from any further obligations and responsibilities in connection with said office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, corporations or depositories having on deposit, on in their possession, or under their control, any money, credits, stocks, dividends, bonds or other property depending upon or belonging to the succession of the deceased, Bertha Seibert Roberts, are hereby required to deliver them to the above named James Cleveland Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts in the proportions of an undivided one-fourth (¼) interest, each, and in case of stock or registered bonds, to transfer the same to the said James Cleveland Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts in the proportions of an undivided one-fourth (¼) interest, each.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at New Roads, Parish of Pointe Coupee, Louisiana, this 3rd day of November 1983.

Edward N. Eglis
JUDGE

1983 NOV -3 AM 9:36

TRULY RECORDED, NOVEMBER 3 , 1983, LORRAINE M. POURCIAU, DY CLERK

For map refer to Map Book 4 Map # 595

ENTRY NO. 124

M. 512

CB BK 260 NO. 124
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J.G. CLINTON
CLERK OF COURT & RECORDER
POINTE COUPEE

STATE OF LOUISIANA

AGREEMENT TO PARTITION

J. C. Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts, have inherited from their parents a certain tract of land in Pointe Coupee Parish known as "Green Acres Farm", having been sent into possession of an undivided one-half representing their father's interest and being about to be sent into possession of the other one-half, representing their mother's interest.

The parties have agreed to a Partition of Green Acres Farm into four separate tracts whereby Joel Roberts Moseley and George Pitcher Roberts will own an undivided one-half each in two non-adjacent tracts out of Green Acres Farm and J. C. Roberts, Jr. and William Seibert Roberts will own an undivided one-half each in another two non-adjacent tracts out of Green Acres Farm, said four tracts having been described on a copy of the map of Green Acres Farm recorded in Conveyance Book 99, Entry 227 of the Conveyance Records of Pointe Coupee Parish. This map is further identified by the initials "RCS" and dated "11-10-83" in black ink, and is also initialed by all parties hereto. The tracts are further identified as Nos. 1-4. That map will be attached to the original of this Agreement and made a part hereof (hereinafter referred to as the "Map").

This Partition shall be accomplished as follows:

1. All transactions of record affecting the property from the date of death of J. C. Roberts, Sr. shall be obtained by Audley Smith and copies thereof shall be furnished to each party at the equal expense of each of them.

2. The map shall first be submitted to John N. Garrett, Land Surveyor, who shall at the equal expense of all parties make a formal and legal survey of Green Acres Farm to divide it in accordance with the map. In addition, the surveyor will undertake the following:

   (a) The surveyor will designate on said map a right-of-way and servitude of passage across the southernmost tracts beginning at the point where an existing servitude abuts against the southern edge of Green

Acres Farm and across Tracts 1, 2 and a portion of 3 to the boundary of the property owned by Transcontinental Pipeline Corporation of a width approved by the Parish of Pointe Coupee and having other characteristics which will result in Parish approval.

(b) The surveyor will designate on said map drainage servitudes which will provide for the most effective and economical drainage for the entire tract. This designation is binding on all parties.

(c) The surveyor will provide for servitudes for electricity, water, gas and other utilities along the servitude of passage and at such other places as will improve the value of all tracts for development purposes.

3. An agreement shall be obtained from any mortgage holder and any holder of mineral rights to release those rights against the parties who are not their ancestors in title. The cost of obtaining any release of mineral or mortgage rights shall be at the expenses of the party from whom those rights were derived.

4. As soon as practicable after the completion of the survey and the agreement of the mortgage holders and non-party mineral owners, but in any event not more than sixty (60) days after completion of the survey, the parties or their representatives will assemble at the office of Robert B. McNabb, Certified Public Accountant (A Professional Accounting Corporation), 4560 North Boulevard, Baton Rouge, Louisiana, and Mr. McNabb will draw to determine which tracts shall be allocated among the parties. Six (6) ping pong balls shall be placed in a brown paper grocery bag. Three (3) of the balls shall be colored red and three (3) of them shall be colored yellow. George Pitcher Roberts shall draw one of the balls from the bag. If a red ball is drawn, tracts numbered one (1) and three (3) shall devolve to Joel Roberts Moseley and George Pitcher Roberts, whereas tracts two (2) and four (4) shall devolve to J. C. Roberts, Jr. and William Seibert Roberts. If a yellow ball is drawn, tracts numbered two (2) and four (4) shall devolve to Joel Roberts Moseley and George Pitcher Roberts, whereas tracts numbered one (1) and three (3) shall devolve to J. C. Roberts, Jr. and William Seibert Roberts. As soon as the drawing is completed the parties will execute an Act of Partition in the form attached hereto and made a part hereof, with the appropriate descriptions to be placed in such Act of Partition.

5. To the extent that a party cannot obtain a release of mineral rights by a successor in title to his mineral interest, as contemplated in paragraph 3 of this Agreement, then the property conveyed to such party in the Act of Partition shall be subject to an equivalent mineral

servitude in favor of the parties whose property is affected by the unreleased mineral servitude or right. If a party cannot obtain a release of mineral rights prior to the draw described in paragraph 4, then such mineral rights shall be subject to this paragraph and a later offer of release shall not be given effect.

6. This agreement is irrevocable and binding and all parties reserve the right to specific performance.

THUS DONE AND SIGNED at my office in New Roads, Louisiana on this 31 day of January, 1984, in the presence of the undersigned competent witnesses, who hereunto signed their names with said appearers and me, Notary, after reading of the whole.

WITNESSES:

Candace Bucher

Cindy Landry

William Seibert Roberts

Joel Roberts Moseley

George Pitcher Roberts

J. C. Roberts, Jr.

Notary Public

TRULY RECORDED FEBRUARY 17, 1984, BARBARA L. LAURENT, DY CLERK

ENTRY NO. 14

67

Orig._____ Bdle._____

Form 30A

CASH SALE
STATE OF LOUISIANA

On this 6 day of February, 1984, before me, a Notary Public for the Parish of Pointe Coupee and in the presence of the subscribing witnesses, personally appeared:

JAMES C. ROBERTS, JR., married twice, first to Irene Pryszmont, from whom he is divorced; and secondly to Sylvia Reed with whom he is living and residing; and SYLVIA REED ROBERTS, born Reed, married twice, first to Wilson McCrary, from whom she is divorced; and secondly to James C. Roberts, Jr., with whom she is living and residing.

CB 260 NO 14
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1984 FEB -9 PM 1:10
L.B. OLIVIER
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

herein called SELLER, resident s of and domiciled in Pointe Coupee, the Parish and State aforesaid, whose permanent mailing address is declared to be P. O. Box 8, New Roads, Louisiana 70760 who declared that for the price of Five Hundred Thousand ($500,000.00) DOLLARS, cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

F. E. & G., INC. a Louisiana corporation, represented herein by its duly authorized agent, Joan B. Montero, Secertary.

herein called BUYER, resident__ of and domiciled in Pointe Coupee, the Parish and State aforesaid, whose permanent mailing address is declared to be c/o James C. Dewey, 191 Second Street, New Roads, Louisiana 70760, the following described property the possession and delivery of which BUYER acknowledges:

An undivided one-fourth (¼) interest in and to the following described property, to-wit: A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto appertaining, situated in Sections 6, 8, 9, 10, 13, and 36, T-4-S, R-11-E, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3. A property of Dr. James C. Roberts composed of Parts of Secs. 6-8-9-10-13 & 36 T4S-R11E Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map.

Being a portion of the same property acquired by James Cleveland Roberts, by inheritance as will appear by reference to the Judgment of Possession in the Succession of Dr. James C. Roberts bearing No. 10,739 on the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana, dated, filed and registered June 19, 1972, at Conveyance Book 105, Entry No. 28, of the records of Pointe Coupee Parish, Louisiana.

Specifically included in this sale is the individed one-fourth (¼) interest in and to 160.5 acres more or less of Batture Land adjacent thereto, Township 4 South range 11 east end all right title and interest in and to the minerals and royalties in and on all of the above described property, all acquired as set forth above.

This sale is made subject to the following acts of which buyer specifically takes cognizance and agrees to comply with the all the terms and conditions thereof:

1. An unrecorded agreement to partition the aforesaid property executed by James C. Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley, and George Pitcher Roberts before James C. Dewey, Notary Public, in December, 1983.

2. Act of Collateral mortgage executed by Sylvia Reed, wife of/and James C. Roberts, Jr. in favor of any holder or holders in the amount of $ 150,000 by act before FRANCIS A SMITH, Notary Public, dated Sept. 15, 1980, recorded at MOB 120, ~~folio~~ Entry #67 Parish of Pointe Coupee.

3. ALL OTHER MORTGAGES OF RECORD.

Taxes for the current year (have been) ~~(will)~~/(~~be~~) paid in the proportion of All by SELLER.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U. S. Internal Revenue stamps are affixed in the amount of $_____.

Done and signed by the parties at my office in on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Brenda LeBeau

Nesca B. Brown

SELLERS:

James C. Roberts

JAMES C. ROBERTS, JR.

Sylvia Reed Roberts

SYLVIA REED ROBERTS

BUYER:
F. E. & G., INC.

Joan B. Montero

JOAN B. MONTERO, SECRETARY

JAMES C. DEWEY, Notary Public

FILED FOR RECORD_____, 19____, at_____o'clock____.M. Original_____, Bundle_____.

Dy. Clerk and Recorder,

DULY RECORDED in Conveyance Book No. _____, Folio_____, of the records of the Parish of on the _____ day of _____, 19____, at _____o'clock___.M.

Dy. Clerk and Recorder

Form 30A FP34130 Tm 5-61

TRULY RECORDED FEBRUARY 6, 1984, BARBARA L. LAURENT, DY CLERK

ENTRY NO. 113

522

Cb. 315 No. 113

1987 JUL 16 AM 10: 18

SHERIFF'S DEED

BANK OF NEW ROADS

VS

JAMES CLEVELAND ROBERTS, JR. and
SYLVIA REED ROBERTS

NUMBER 21,772-A
18th JUDICIAL DISTRICT COURT
PARISH OF POINTE COUPEE
STATE OF LOUISIANA

I, PRESTON CHUSTZ, SHERIFF, for the Parish of Pointe Coupee, received the within Writ of Seizure and Sale on the 20th day of May 1986, and acting under and by virtue thereof, I seized the following described properties to-wit:

FIRST: All of the interest of mortgagors, being an undivided one-fourth (1/4th) interest, in and to the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and batture thereunto belonging or in anywise appertaining, situated in Sections 6, 8, 9, 10, 12, 13, and 36, T-4-S, R-11-E, in the Parish of Pointe Coupee, State of Louisiana, known as Green Acres Farm, containing 1652.70 acres, more or Less, fronting on the Mississippi River and extending in a general westerly direction, and being bounded as follows: On the East by the Mississippi River; on the North by property of R.H. Callicott; on the South by property of Mrs. W.S. Bennett or assings; and in the rear or West in part by property of Mrs. W. S. Bennett or assigns; in part by property of Norbert Langlois, et al or assigns; in part by property of William Seibert Roberts and in part by various other owners.

Said above described tract of land is fully shown and designated on map prepared by James N. Garrett, Land Surveyor, dated July 31, 1971, a blue line print of which map is on file and of record in the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee in Conveyance Book 99, Entry No. 227.

There is excepted from the above described property the following described tracts of land sold off same by Dr. James C. Roberts, as follows:

1) Tract containing 54 acres, more or less, being Lot 13 and the western part of Lot 12, of Section 36, Township 4 South, Range 11 East, shown on the aforementioned plat of James N. Garrett, Land Surveyor, above referred to, sold to William Seibert Roberts by Act of Sale dated February 12, 1959, recorded under Entry No. 233 of Conveyance Book 47 of the records of Pointe Coupee Parish, Louisiana, to which Act of Sale reference is herein made for greater certainty of description.

2) Tract of land sold to Texas Eastern Transmission Corporation, by Act of Sale dated September 19, 1966, recorded under Entry No. 40 of Conveyance Book 66 of said records, containing 128 acres, more or less, being part of Sections 10 and 12, Township 4, S, Range 11 East, as shown on plat by Edmond C. McGee, Jr. dated August 31, 1966, attached to said Act of Sale; to which Act of Sale reference is herein made for greater certainty of description.

3) Two tracts of land sold to Texas Eastern Transmission Corporation by Act of Sale dated January 26, 1968, recorded under Entry No. 165 of Conveyance Book 75 of said records, containing 23.05 acres, more or less, and 9.969 acres, more or less, respectively, being parts of Section 10, Township 4 South, Range 11 East, to which Act of Sale reference is herein made for greater certainty of description.

Of the properties hereinabove described (2) and (3) above, 130.50 acres thereof lies West of the West right-of-way limits of Louisiana State Highway No. 981, as shown on the aforementioned plat of survey made by James N. Garrett, Land Surveyor, and the remainder of said acreage lies between the West right-of-way limits of Louisiana State Highway No. 981 and the Mississippi River.

4) Tract of land sold to Transcontinental Gas Pipe Line Corporation, dated May 15, 1968, recorded under Entry No. 50 of Conveyance Book 78 of the records of said Parish, containing 80.15 acres, as shown on map of survey attached to said Act of Sale, and to which Act of Sale reference is herein specially made for greater certainty of description.

Of the property hereinabove described (4), 61.00 acres lies West of the west right-of-way limits of Louisiana State Highway No. 981, all as shown on the aforementioned plat of survey made by James N. Garrett, Land Surveyor, and the remainder of said acreage lies between the west right-of-way limits of Louisiana State Highway No. 981 and the Mississippi River, generally known as batture lands.

Being the same property acquired by mortgagor, James Cleveland Roberts, as follows: An undivided one-eighth (1/8th) interest by inheritance from his late father, Dr. James C. Roberts, as appears from judgment rendered and signed June 19, 1972, in the matter of his succession, bearing Docket No. 10,739, filed and recorded under Entry No. 28 of Conveyance Book 105 of the records of Pointe Coupee Parish, Louisiana, and an undivided one-eighth (1/8th) interest by inheritance from his late mother, Bertha Seibert Roberts, as appears from probate proceedings filed in the matter of her succession bearing Docket No. 14,978 of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana

SUBJECT TO any and all valid servitudes, rights-of-way, permits and easements of record affecting said property hereinabove described and mortgaged; subject also to right-of-way of public levee along the Mississippi River.

SECOND All of Mortgagors' right, title and interest, which interest is warranted to be at least an undivided one-half (1/2) interest, in and to the minerals and mineral rights in, on, under and to be produced from and in anywise appertaining to three (3) certain lots of ground situated in Pointe Coupee Parish, Louisiana, and more particularly described as follows, to-wit:

FIRST: A certain lot or parcel of land, with all rights,ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, together with all buildings and improvements thereon, including any that may lie adjacent thereto on False River, situated in the Parish of Pointe Coupee, State of Louisiana, being the Western one hundred twenty-five (125) feet of LOT NUMBER TWO (2) of that certain plat of survey and subdivision made by James N. Garrett, Civil Engineer, dated August 24, 1965, which plat is attached to and recorded with an Act of Sale by Joseph Vilas Rougon, et al to Jerome H. Summers, dated December 23, 1965, filed and recorded on December 29, 1965, under Entry No. 517 of Book 62 of the conveyance records of Pointe Coupee Parish, Louisiana, said lot of ground having a width of one hundred twenty-five (125) feet measured at right angles to its sidelines and being situated between Louisiana Highway No. 1 and False River, the sidelines of said lot being parallel to each other. Said lot or parcel of land being bounded as follows: In front or Northwest by the south right of way limits of Louisiana Highway No. 1; in the rear or Southeast by False River; on the Northeast by the remainder of said Lot No. 2 of said plat of survey and on the Northwest by Lot No. 1 of said plat of survey.

The lot or parcel of land herein described being more particularly shown on a plat of survey thereof made by James N. Garrett, Registered Land Surveyor, dated October 16, 1972 a copy of which map is annexed to and made part of an Act of Sale by Jerome H. Summers to Charles Ray Milam recorded under Entry No. 70 of Book 107 of the Conveyance records of Pointe Coupee Parish, Louisiana, which map is made a part hereof by reference for greater certainty of description.

SECOND: A certain lot or parcel of land, with all buildings and improvements thereon together with all rights, ways, privileges, servitudes and appurtenances thereinto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana known and designated as LOT NUMBER FOUR (4) and the EAST FIFTY (50) FEET OF LOT NUMBER THREE (3) as shown on a plat of survey and subdivision made by James N. Garrett, Civil Engineer, dated August 24, 1965, which plat is attached to and recorded with an Act of Sale by Joseph Vilas Rougon et al to Jerome H. Summers, dated December 23, 1965, filed and recorded December 29, 1965, under Entry No. 517 of Book 62 of the conveyance records of Pointe Coupee Parish, Louisiana, and which plat of survey is made a part hereof by reference for greater certainty of description.

Said lot number four (4) having a front of one hundred fifty and 8/10 (150.8) feet on the South right of way limits of the paved Louisiana State Highway No. One (1), also known as the New Roads-Oscar State Highway which runs along False River, and said Lot No. 4 having a depth in a general southeasterly direction between parallel lines, extending to False River and having a width measured at right angles to its sidelines of one hundred fifty (150) feet. Said Lot Number Four (4) being bounded on the Northwest by the south right-of-way limits of the aforementioned La. State Highway No. 1; on the Southeast by False River; on the Eortheast, or upper side, by Lot No. 5 of said survey, property of Rougon, or assigns, and on the Southwest or lower side by the East fifty feet of Lot No. 3 of said survey, described below. Said Eastern fifty (50) feet of Lot Number Three (3) having a front of fifty (50) feet on the South right-of-way limits of the paved Louisiana State Highway No. 1 which runs along False River, and having a depth in a general southeasterly direction, between parallel lines, extending to False River, and having a width measured at right angles to its sidelines of fifty

(50) feet. Said lot or parcel of land is bounded on the Northwest by said south right-of-way limits of La. State Highway No. 1; on the southeast by False River; on the Northeast, or upper side, by Lot No. 4 of said plat of survey, described above; and on the Southwest, or lower side, by the remainder of said Lot No. Three (3), belonging to Summers or assigns.

LESS AND EXCEPT and specifically reserved by James Cleveland Roberts, Jr., et ux, in an Act of Sale with Mortgage to B & R Developers, dated, filed and registered December 19, 1977, at Conveyance Book 113, Entry No. 24, records of Pointe Coupee Parish, Louisiana.

(a) A certain lot of ground, together with all buildings and improvements thereon, and rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, fully shown and designated on plat of survey made by James N. Garrett, Civil Engineer, dated April 16, 1977, a copy of which plat is annexed to an Act recorded under Entry No. 44 of Book 110 of the mortgage records of Pointe Coupee Parish, Louisiana which is described according to said survey as follows: Having a front of one hundred thirty-eight (138) feet on the southeasterly right-of-way limits of Paved Louisiana State Highway No. 1, also known as the New Roads-Oscar State Highway, which runs along False River and having a depth in a general southeasterly direction of ninety-one and 49/100 (91.49) feet on its northeasterly boundary line and ninety-two and 00/100 (92.00) feet on its southwesterly boundary line; said two side lines closing to the rear and having a width on its southeasterly boundary of one hundred twenty-nine and 08/100 (129.08) feet and being bounded as follows: Northwesterly by the southeasterly right-of-way limits of Louisiana Highway No. 1; northeasterly and Southeasterly by land of Sylvia Reed Roberts; and southwesterly by land of Dr. Bobby G. Fulmer. Said lot is composed of portions of two lots designated as Lots 3 and 4 on plat of Survey made by James N. Garrett, Civil Engineer, dated August 24, 1965, attached to and recorded with an Act of Sale by Joseph Vilas Rougon, et al to Jerome H. Summers, dated December 23,1965, recorded under Entry No. 517 of Conveyance Book 62 of the records of Pointe Coupee Parish, Louisiana; the southwesterly boundary line of the lot herein described being the northeasterly boundary of land of Dr. Bobby G. Fulmer.

(b) A certain lot of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, which lies adjacent to and southeast of the property described above as "(a)", having a front of ten (10) feet on the southeasterly right-of-way limits of Paved Louisiana State Highway No. 1 also known as the New Roads - Oscar State Highway, which runs along False River, and having a depth in a general southeasterly direction between parallel lines of ninety-one and 49/100 (91.49) feet, and being bounded as follows: Northwesterly by the southeasterly right-of-way limits of La. State Highway No. 1; Northeasterly and Southeasterly by land of Sylvia Reed Roberts (being remainder of the property herein conveyed); and Southwesterly by property hereinabove described "(a)".

SUBJECT TO: (1) That certain servitude agreement by Jerome H. Summers, et ux to Gulf State Utilities Company, dated July 25, 1968, filed and recorded under Entry No. 43 of Conveyance Book 79 of the records of Pointe Coupee Parish, Louisiana; and (2) all rights of way, servitudes and/or easements of record affecting said property.

THIRD: A certain lot or parcel of ground together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging, or in anywise appertianing, and with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, said lot or parcel of land being known and designated as LOT NO. FIVE (5) on a plat of survey and subdivision made by James N. Garrett, Civil Engineer, dated August 24, 1965, which plat is attached to and recorded with an Act of Sale by Joseph Vilas Rougon, et al to Jerome H. Summers, filed and recorded December 29, 1965, in Conveyance Book 62, Entry No. 517 of the records of Pointe Coupee Parish, Louisiana; said Lot No. 5 having a front on the South right-of-way limits of the Paved Louisiana State Highway No. 1 (also known as the New Roads-Oscar Highway which runs along False River), of one hundred fifty and 8/10 (150.8) feet, measured along the south right-of-way limits of said highway; and having a depth in a general southeasterly direction, between parallel lines, extending to False River said lot having a width measured at right angles to its side lines, of one hundred fifty (150) feet, and which said Lot No. 5 is bounded as follows: On the Northwest by the South right-of-way limits of the aforementioned Louisiana State Highway No. 1; on the northeast or upper side by land belonging to Joseph Vilas Rougon, et al; on the Southeast by False River and on the Southwest, or lower side, by lot of ground belonging now or formerly to Jerome H. Summers (being Lot No. 4 of the plat of survey hereinabove referred to).

SUBJECT TO: 1) Servitude for electric transmission line and related purposes along the Southwest boundary of said above described Lot No. 5, granted by Joseph Vilas Rougon, et al, to Gulf States Utilities Company, dated December 30, 1968, Filed and recorded December 30, 1968, in Conveyance Book 81, under Entry No. 73 of the records of Pointe Coupee Parish, Louisiana; and 2) any and all other servitudes, rights-of-way, restrictions and permits affecting said above described property.

Being the same minerals and mineral rights reserved by Mortgagors in an Act of Credit Sale with Assumption of Mortgage to False River Development Co., Inc., dated July 19, 1979, filed and registered July 20, 1979, at Conveyance Book 168, Entry No. 128, of the records of Pointe Coupee Parish, Louisiana.

The following documents were served in the following manner and on the dates indicated, all of which are filed in the suit records of Pointe Coupee Parish, Louisiana.

Notice of Seizure on both defendants, June 2, 1986. (Prior to Bankruptcy, Petition Filed July 8, 1986). Notice to Appoint Appraiser on both defendants June 2, 1986 (Prior to Bankruptcy petition filed July 8, 1986). Petitions for Executory Process on both defendants June 2, 1986 (Prior to Petition filed July 8, 1986). Notice of Seizure on both defendants through James C. Dewey, Attorney appointed to represent the absent defendants, May 22, 1987. (After release from Bankruptcy Court) Notices to Appoint Appraisers were served on both defendants through James C. Dewey, Attorney appointed to represent absent defendants on May 22, 1987. (After release from Bankruptcy Court) Petitions for Executory Process were served on both defendants through James C. Dewey, Attorney appointed to represent absent defendants on May 22, 1987.

The prescribed delay after serving the Notice of Seizure having elapsed and the defendants still failing to satisfy the demand, I advertised the property for sale as the law directs. I had the advertisement published in the Pointe Coupee Banner, Official Journal for the Parish of Pointe Coupee in its issues of June 5, 1986, and July 3, 1986, stating that within the legal hours on Wednesday, July 9, 1986, in front of the Courthouse Door, I would offer the property for sale at public auction for CASH, TO THE HIGHEST BIDDER, with benefit of appraisement and according to law. This sale being cancelled as a result of the Bankruptcy petition filed on July 8, 1986.

Relative to the release by the Bankruptcy Court, I again had the property advertised for sale as the law directs. I had the advertisement published in the Pointe Coupee Banner, Official Journal for the Parish of Pointe Coupee, in its issues of May 28, 1987 and June 25, 1987, stating that within the legal hours on Wednesday, July 1, 1987, in front of the Courthouse Door, I would offer the property for sale at public auction for CASH, TO THE HIGHEST BIDDER, with benefit of appraisement and according to law.

In accordance with the provisions of R. S. 13:4363, and R. S. 13:4365 and the property having been appraised on the 3rd, 7th, and 9th days of July 1986, and the interested parties, Appraisers, Plaintiff and Attorney Representing absent Defendants having agreed that the appraisals were substantially the same, and the property having been appraised in the following amount:

ITEM 1 The defendants one-fourth (1/4th) interest in the property known as Green Acres Farm, containing One Thousand Six Hundred Fifty-two and 70/100 (1,652.70) acres, more or less in Sections 6,8,9,10,12,13, and 36, T-4-S,R-11-E, appraised in the amount of Five Hundred Thirty-Seven Thousand, Eighty-four and 35/100 ($537,084.35) Dollars.

ITEM 2 The undivided one-half (1/2) interest in the Minerals and Mineral Rights described as First under Second, appraised for Eleven Thousand Seventy-nine and 61/100 ($11,079.61) Dollars.

ITEM 3 The undivided one-half (1/2) interest in the minerals and Mineral Rights described as Second and Third under Second, appraised for Fifteen Thousand, Five Hundred Seventeen and 21/100 ($15,517.21) Dollars.

ITEM 4 The Minerals and Mineral Rights described in the Less and Except, Parcels A and B under Second of Second, appraised for Eleven Thousand, Seven Hundred Eighty-one and 18/100 ($11,781.18) Dollars.

Total appraised value being in the amount of Five Hundred Seventy-five Thousand, Four Hundred Sixty-two and 35/100 ($575,462.35) Dollars.

At the time and place designated, I proceeded with the sale as advertised. I first read to the persons assembled, the Writ, the Advertisement and the Mortgage Certificate furnished by the Clerk of Court of Pointe Coupee Parish delivered at the time and date of the sale and complied with Article 2335 of the Louisiana Code of Civil Procedure. I then offered the property for sale by the items indicated above in the appraisal and received the following bids;

ITEM 1. Three Hundred, Fifty-eight Thousand, Sixty and 00/100 ($358,060.00) Dollars, by Bank of New Roads, which was more than two-thirds (2/3) of the appraised value of Five Hundred Thirty-seven Thousand, Eighty-Four and 35/100 ($537,084.35) Dollars.

ITEM 2. Seven Thousand Three Hundred Eighty-seven and 00/100 ($7,387.00) Dollars, By C. Jerome D'Aquila, which was more than two-thirds (2/3) of the appraised value of Eleven Thousand, Seventy-nine and 61/100 ($11,079.61) Dollars.

ITEM 3. Ten Thousand, Three Hundred Forty-five and 00/100 ($10,345.00) Dollars, by C. Jerome D'Aquila, which was more than two-thirds (2/3) of the appraised value of Fifteen Thousand, Five Hundred Seventeen and 21/100 ($15,517.21) Dollars.

ITEM 4 No Bid was received after offering at Seven Thousand, Eight Hundred Fifty-five and 00/100 ($7,855.00) Dollars, which was more than two-thirds (2/3) of the appraised value of Eleven Thousand, Seven Hundred Eighty-one and 18/100 ($11,781.18) Dollars.

I then offered the above items Two (2), Three (3) and Four (4) for sale in "Globo" and received a bid of Twenty-Six Thousand, Five Hundred and 00/100 ($26,500.00) Dollars from the Bank of New Roads which was more than two-thirds (2/3) of the appraised value of Thirty-eight Thousand, Three Hundred Seventy-eight and 00/00 ($38,378.00) Dollars.

After having received high bids on all of the above item one (1) and Items two (2), three (3) and four (4) in Globo, all of which were in excess of two-thirds (2/3) of the appraised value, I then offered all four (4) items for sale in Globo (Property and Minerals) beginning at Three Hundred Eighty-four Thousand, Five Hundred Sixty-one and 00/100 ($384,561.00) Dollars, which was more than two-thirds (2/3) of the appraised value and One and 00/100 ($1.00) Dollar more than the high bids received on the individual items indicated previously.

"No BIDS" were received on all four (4) Items in "Globo", therefore, I adjudicated the property to the Plaintiff in the Writ, for the following amounts which was more than two-thirds (2/3) of the appraised value.

ITEM 1. Property known as Green Acres Farm, Three Hundred Fifty-eight Thousand, Sixty and 00/100 ($358,060.00) Dollars.

ITEM 2, 3 and 4 - Minerals and Mineral Rights previously described - Twenty Six Thousand, Five Hundred and 00/100 ($26,500.00) Dollars.

Total of the above four (4) items being in the amount of Three Hundred Eighty-four Thousand, Five Hundred Sixty and 00/100 ($384,560.00) Dollars.

The said bidder, BANK OF NEW ROADS whose address is: P. O. Box 250, New Roads, Louisiana 70760, paid to me the amount of cost, which was disbursed as follows:

$2,526.40	Sheriff's Cost and Commission
480.00	Pointe Coupee Banner
521.25	Clerk of Court, Pointe Coupee Parish
150.00	James C. Dewey, Attorney Representing the absent defendants.
$3,677.65	Total disbursed as indicated above

Whereas, the Plaintiff in the Writ previously on August 21, 1986 paid to me the following cost. After the Bankruptcy petition had been filed, these cost were taken into consideration in computing the balance of the purchase price.

$480.00	Pointe Coupee Banner
700.00	Appraisals (5)
142.00	Sheriff's Cost
$1,322.00	Paid previously

The balance of the purchase price, the sum of Three Hundred Seventy-nine Thousand, Five Hundred Sixty and 35/100 ($379,560.35) Dollars was retained in the hands of the purchaser, it being the Plaintiff in the Writ and holder of the first and superior mortgage and the said balance being less than the full amount due on said Writ and Mortgage.

AND WHEREAS, The 1986 Ad Valorem Taxes having been paid, and there being no further monies to distribute herein from the said purchase price, by virtue of Article 2376 of the Louisiana Code of Civil Procedure, I hereby authorize and instruct the Recorder of Mortgages for the Parish of Pointe Coupee to cancel any inferior Mortgages, Liens, and Judgments insofar as they affect the property herein sold.

NOW THEREFORE, I, THE SHERIFF, in consideration of the premises and by virtue of the laws of the State of Louisiana do hereby sell and transfer the hereinabove described property to the said BANK OF NEW ROADS, and all rights, titles, interest and privileges which said JAMES CLEVELAND ROBERTS, JR. AND SYLVIA REED ROBERTS, had in and to the same.

TO HAVE AND TO HOLD, the said property to the said BANK OF NEW ROADS, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto signed my name officially at my office in the Parish of Pointe Coupee, State of Louisiana this 1st day of July 1987, in the presence of Grace Chustz and Oneil Leonard competent witnesses.

WITNESSES:

PRESTON CHUSTZ, SHERIFF
PARISH OF POINTE COUPEE

J.W. GUERIN, CHIEF CIVIL DEPUTY

21,772

MORTGAGE CERTIFICATE

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

I, I. G. Olinde, Clerk of Court and Ex-Officio Recorder in and for the Parish of Pointe Coupee, State of Louisiana, do hereby certify that according to the Mortgage Records in my office, there are no uncancelled Mortgages, Judgments or Liens standing of record in the name (s) of:

1) JAMES CLEVELAND ROBERTS, JR.

2) SYLVIA REED ROBERTS

and recorded against the following described property, to-wit:

DESCRIPTION: (SEE ATTACHED RIDER) See Sheriff's Sale

OTHER THAN:

1) A mortgage granted by James Cleveland Roberts, Jr. and Sylvia Reed Roberts to the future holder or holders, herein represented by Curtis P. Fremin for the sum of TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 ($275,000.00) DOLLARS, dated March 19, 1980, passed before Robert F. Kearney, Notary Public, and payable ON DEMAND. Said mortgage being duly recorded in Mortgage Book 125, Entry No. 146 on March 27, 1980 , records of Pointe Coupee Parish, Louisiana.

2) A mortgage granted by James Cleveland Roberts, Jr. and Sylvia Reed Roberts to the future holder or holders, herein represented by Charles Ray Smith for the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS, dated September 15, 1980, passed before Francis A. Smith, Jr., Notary Public, and payable ON DEMAND. Said mortgage being duly recorded in Mortgage Book 128, Entry No. 167 on September 15, 1980, records of Pointe Coupee Parish, Louisiana.

NOTE: For Partial Release refer to Mortgage Book 132, Entry 181.

3) A mortgage granted by James Cleveland Roberts, Jr. and Sylvia Reed Roberts to the future holder or holders, herein represented by Curtis P. Fremin for the sum of FIFTY THOUSAND AND NO/100 ($50,000.00) DOLLARS, dated May 15, 1981, passed before Ralph B. Chustz, Notary Public, and payable ON DEMAND. Said mortgage being duly recorded in Mortgage Book 132, Entry No. 192 on May 18, 1981, records of Pointe Coupee Parish, Louisiana.

4) A judicial mortgage filed against James C. Roberts and Sylvia R. Roberts, et al in favor of Gulf Oil Corp. Civil Action No. 83-848 United States District Court, Middle District of Louisiana in the sum of FIVE HUNDRED ONE THOUSAND, SEVEN HUNDRED FORTY ONE AND 59/100 with interest on that amount at the legal rate from August 5, 1983, until paid, together with the amount of TWO THOUSAND EIGHT HUNDRED NINETY TWO AND 50/100 ($2,892.50) as attorneys fees, plus all costs of this proceeding. Said judgment being duly recorded in Mortgage Book 159, Entry No. 103 on February 7, 1984, records of Pointe Coupee Parish, Louisiana.

5) A Notice of Seizure filed against James C. Roberts, Jr., et al by Gulf Oil Corp. in Civil Action No. 83-848, Middle District of Louisiana. Said notice being duly recorded in Mortgage Book 159, Entry No. 135 and Conveyance Book 260, Entry No. 103 on February 15, 1984, records of Pointe Coupee Parish, Louisiana.

WITNESS MY HAND AND SEAL OF OFFICE, this 1st day of July, 1987 @ 10:00 A.M.

I. G. OLINDE,
CLERK OF COURT

kol

TRULY RECORDED JULY 16, 1987, BARBARA L. LAURENT, DY CLERK

CB BK 316 NO 12
RECEIVED & FILED
1987 JUL 29 PM 2:
LEO LINDE
CLERK OF COURT & RECORD
POINTE COUPEE

RESOLUTION

BE IT RESOLVED by the Board of Directors of Bank of New Roads, a Louisiana banking corporation domiciled in the Parish of Pointe Coupee, that any two (2) of the hereinbelow listed officers be authorized to sell, for and on behalf of Bank of New Roads, any property owned by Bank of New Roads, and acquired by foreclosure, dation en paiement or otherwise, both movable and immovable, to any person or persons, firm, partnership, corporation, or combination thereof, willing to purchase same.

The officers authorized by this resolution are:

Charles Ray Smith
Howard L. Hobson
Curtis P. Fremin
John D. LeBlanc
and
Gaynell C. Bergeron.

The property covered by this resolution, includes all movable and immovable property acquired and owned by this Bank through foreclosure, dation en paiment, or otherwise, it being understood and agreed that the only property excluded from the authority granted herein is that property owned by Bank of New Roads and forming part of the actual bank premises and equipment used by said Bank in the conduct of its business.

The terms and conditions of any and all sales authorized herein shall be the terms and conditions which any two of the above listed officers shall, in their sole and only discretion, deem appropriate and any two of said officers are hereby authorized to sign any sale or other instrument transferring title. Any two (2) of said officers are further authorized to execute any other documents to include such terms, conditions, stipulations and other clauses which they deem appropriate, in order to facilitate said transactions.

Any two of said officers are further hereby authorized to receive and receipt for the funds due and payable under and by virtue of said sales, to authorize financing to be extended by Bank of New Roads in connection therewith, and generally to do and perform any and all further functions and/or duties which said officers may deem necessary or advisable in order to consummate said transaction or transactions, and to carry out the intent of this resolution.

CERTIFICATE

I, CHARLES RAY SMITH, Secretary of the Board of Directors of Bank of New Roads, hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of said Bank, unanimously adopted at its regular meeting convened and held on July 8, 1987, after due notice, at which meeting a quorum of the Board was present and voting.

I further certify that said resolution is presently in full force and effect and shall remain in full force and effect, pursuant to the vote of said Board, until rescinded in writing by a subsequent resolution placed of record in the conveyance records of Pointe Coupee Parish, Louisiana.

New Roads, Louisiana, this 10th day of July, 1987.

Charles Ray Smith
Secretary of the Board of Directors
President of Bank of New Roads

TRULY RECORDED JULY 29, 1987, KATHRYN O. LEONARD, DY CLERK

ENTRY NO. 13

For Map refer to Map Book 4 Map # 986

1 69

CB 316 NO 13

1987 JUL 29 PM 2:38

CLERK OF COURT & RECORDER PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

ACT OF PARTITION

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

WILLIAM SEIBERT ROBERTS, who declared that he has been married twice, first to Lucy Pryzmont Roberts, born Pryzmont, from whom he is divorced, and secondly to Dorothy Roubique Roberts, born Roubique, who is deceased, a resident of the full age of majority of the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: P.O. Box 582, Ventress, LA 70783, dealing herein with his separate property acquired by inheritance from his parents;

JOEL ROBERTS MOSELEY, born Roberts, a person of the full age of majority, who declared that she has been married but once and then to E. Donald Moseley, with whom she resides in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is declared to be: 2657 Lakeshore Drive, Baton Rouge, LA 70808, dealing herein with her separate property acquired by inheritance from her parents;

GEORGE PITCHER ROBERTS, a person of the full age of majority, who declared that he has been married but once and then to Brenda Barrios Roberts, born Barrios, with whom he resides in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is declared to be: 9545 Rainford Road, Baton Rouge, LA 70810, dealing herein with his separate property acquired by inheritance from his parents;

BANK OF NEW ROADS, a Louisiana banking corporation domiciled in the Parish of Pointe Coupee, Louisiana, whose permanent mailing address is declared to be: P.O. Box 250, New Roads, LA 70760, herein represented by its duly authorized and undersigned officer under and by virtue of a resolution of the Board of Directors of said Bank, certified copy of which is annexed hereto as part hereof;

hereinafter referred to as "Appearers",

who declared that they acquired the hereinbelow described property as follows:

(1) By Judgment of Possession in the Succession of Dr. James C. Roberts, bearing Docket No. 10,739 of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, dated June 19, 1972, being filed and recorded under Entry No. 28 of Conveyance Book 105 of said records;

(2) By Judgment of Possession in the Succession of Bertha Seibert Roberts, bearing Docket No. 14,978 of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, dated November 3, 1983, being filed and recorded under Entry No. 31 of Conveyance Book 256 of said records;

(3) The undivided interest of James Cleveland Roberts, Jr. was later transferred to F.E. & G, Inc. and subsequently acquired by Bank of New Roads, in Sheriff's Sale, in that certain suit entitled, "Bank of New Roads versus James Cleveland Roberts, Jr., et ux", bearing Docket No. 21,772, Division "A" of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana, said Sheriff's Sale being dated July 1, 1987, and being filed and recorded on July 16, 1987, under Entry No. 113 of Conveyance Book 315 of the records of Pointe Coupee Parish, Louisiana.

Appearers further declared that they are owners, in indivision, in the proportions of an undivided one-fourth (1/4th) interest each, of the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, and all rights, way, privileges, appurtenances and batture thereunto belonging or in anywise appertaining, situated in Sections 6, 8, 9, 10, 12, 13 and 36, T4S, R11E, in the Parish of Pointe Coupee, State of Louisiana, known as Green Acres Farm, containing 1,652.70 ares, more or less, fronting on the Mississippi River, and extending in a general westerly direction, and being bounded as follows: On the East by the Mississippi River; on the North by property of R.H. Callicott; on the South by property of Mrs. W.S. Bennett, or assigns; in part by property of Norbert Langlois, et al, or assigns; in part by property of William Seibert Roberts, and in part by various other owners.

Said above described tract of land is fully shown and designated on map prepared by James N. Garrett, Land Surveyor, dated July 31, 1971, a blue line print of which map is on file and of record in the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee in Conveyance Book 99, Entry No. 227.

There is excepted from the above described property the following described tracts of land sold off same by Dr. James C. Roberts, as follows:

(1) Tract containing 54 acres, more or less, being Lot 13 and the wetsern part of Lot 12, of Section 26, Township 4 South, Rnage 11 East, shown on the aforementioned plat of James N. Garrett, Land Surveyor, above referred to, sold to William Seibert Roberts by Act of Sale dated February 12, 1959, recorded under Entry No. 233 of Conveyance Book 47 of the records of Pointe Coupee Parish, Louisiana, to which Act of Sale reference is herein made for greater certainty of description.

(2) Tract of land sold to Texas Eastern Transmission Corporation, by Act of Sale dated September 19, 1966, recorded under Entry No. 40 of Conveyance Book 66 of said records, containing 128 acres, more or less, being part of Sections 10 and 12, Township 4 South, Range 11 East, as shown on plat by Edmond C. McGee, Jr. dated August 31, 1966, attached to said Act of Sale, to which Act of Sale reference is herein made for greater certainty of description.

(3) Two (2) tracts of land sold to Texas Eastern Transmission Corporaiton by Act of Sale dated January 26, 1968, recorded under Entry No. 165 of Conveyance Book 75 of said records, containing 23.05

acres, more or less, and 9.969 acres, more or less, respectively, being parts of Section 10, Township 4 South, Range 11 East, to which Act of Sale reference is herein made for greater certainty of description.

Of the properties hereinabove described (2) and (3) above, 130.50 acres thereof lies West by the west right-of-way limits of Louisiana State Highway No. 981, as shown on the aforementioned plat of survey made by James N. Garrett, Land Surveyor, and the remainder of said acreage lies between the west right-of-way limits of Louisiana State Highway No. 981 and the Mississippi River.

(4) Tract of land sold to Transcontinental Gas Pipe Line Corporation, dated May 15, 1968, recorded under Entry No. 50 of Conveyance Book 78 of the records of said parish, containing 80.15 acres, as shown on map of survey attached to said Act of Sale, and to which Act of Sale reference is herein specially made for greater certainty of description.

Of the property hereinabove described (4), 61.00 acres lies West of the west right-of-way limits of Louisiana State Highway No. 981, all as shown on the aforementioned plat of survey made by James N. Garrett, Land Surveyor, and the remainder of said acreage lies between the west right-of-way limits of Louisiana State Highway No. 981 and the Mississippi River, generally known as batture lands.

Being the same property acquired by James Cleveland Roberts, Jr., William Seibert Roberts, Joel Moseley Roberts and George Pitcher Roberts, as follows: An undivided one-eighth (1/8th) interest, each, by inheritance from their late father, Dr. James C. Roberts, as appears from judgment rendered and signed June 19, 1972, in the matter of his succession, bearing Docket No. 10,739, filed and recorded under Entry No. 28 of Conveyance Book 105 of the records of Pointe Coupee Parish, Louisiana, and an undivided one-eighth (1/8th) interest, each, by inheritance from their late mother, Bertha Seibert Roberts, as appears from probate proceedings filed in the matter of her succession, bearing Docket No. 14,978 of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana.

The undivided interest of James Cleveland Roberts, Jr. was later transferred to F.E. & G, Inc. and subsequently acquired by Bank of New Roads, in Sheriff's Sale, in that certain suit entitled, "Bank of New Roads versus James Cleveland Roberts, Jr., et ux", bearing Docket No. 21,772, Division "A" of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana, said Sheriff's Sale being dated July 1, 1987, and being filed and recorded on July 16, 1987, under Entry No. 113 of Conveyance Book 315 of the records of Pointe Coupee Parish, Louisiana.

Appearers further declared that they no longer wish to remain as owners in indivision thereof and they desire to amicably divide the hereinabove described property between them, and to accomplish their mutual wishes and desires they have agreed to divide and partition the said property and, accordingly, they have caused the property hereinabove described to be surveyed, as will appear by reference to the attached plat of survey by

John K. Laws, Registered Land Surveyor, dated October 16, 1984, and they have divided the hereinabove described property into seven (7) tracts as follows, to-wit:

Tract 1S: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 1S, containing 104.244 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 1S, containing 104.244 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 11 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West in part by property of Samson, and in part by property of False River Golf & Country Club, on the North by Tract 1N, allocated herein to Bank of New Roads, and on the South in part by lots of Waterloo Acres Subdivision, and in part by property of John Hogan, all as shown on said plat.

Said Tract 1S contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 1N: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 1N, containing 161.178 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 1N, containing 161.178 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 15 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West by property of False River Golf & Country Club, on the North by Tract 2 of said plat and on the South by Tract 1S of said plat, all as shown on said plat.

Said Tract 1N contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2, containing 363.786 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 2, containing 363.786 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 16 acres, more or less, all as shown on said plat, and is bounded as follows: On the East in part by Texas Eastern Transmission Corporation, and in part by the Mississippi River, on the West in part by property of Thompson, in part by William Seibert Roberts, and in part by property of Harrell, on the North in part by Tract 3A of said plat, and in part by property of Texas Eastern Transmission Corporation, and on the South by Tract 1N of said plat, all as shown on said plat.

Said Tract 2 contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 3A: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3A, containing 149.297 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 3A, containing 149.297 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional

seven (7) acres, more or less, all as shown on said plat, and is bounded as follows: On the East in part by property of Texas Eastern Transmission Corporation, and in part by the Mississippi River, on the West by property of William Seibert Roberts, on the North by Transcontinental Gas Pipeline Corporation, and on the South in part by Tract 2 of said plat, and in part by property of Texas Eastern Transmission Corporation, all as shown on said plat.

Said Tract 3A contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 3BS: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3BS, containing 130.244 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 3BS, containing 130.244 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional one (1) acre, more or less, all as shown on said plat, and is bounded as follows: On the East in part by the Mississippi River, and in part by property of Transcontinental Gas Pipeline Corporation, on the West in part by property of Transcontinental Gas Pipeline Corporation, and in part by property of William Seibert Roberts, on the North in part by Tract 3BN of said plat and in part by William Seibert Roberts, on the South by property of Transcontinental Gas Pipeline Corporation, all as shown on said plat.

Said Tract 3BS contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 3BN: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3BN, containing 147.757 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision

of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 3BN, containing 145.757 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 15 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West by property of William Seibert Roberts, on the North by Tract 4 of said plat, and on the South by Tract 3BS of said plat, all as shown on said plat.

Said Tract 3BN contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4, containing 270.236 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREIN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed hereto as part hereof for greater certainty of description.

Said Tract 4, containing 270.236 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 34 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West in part by property of Bennett, in part by property of Langlois, and in part by property of William Seibert Roberts, on the North by property of Cajun Electric Power Cooperative, Inc. and on the South by Tract 3BN of said plat, all as shown on said plat.

Said Tract 4 contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Now, in order to carry out the said partition and to confer upon each a full and complete title, in due form, to the said properties which appearers have severally agreed to take, they do hereby agree as follows:

The said JOEL ROBERTS MOSELEY, GEORGE PITCHER ROBERTS and BANK OF NEW ROADS, in consideration of the properties herein received by each of them as their full share in this partition, do hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver in full ownership, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto the said WILLIAM SEIBERT ROBERTS, the property hereinabove described as TRACTS 1S, 3A and 3BS.

The said GEORGE PITCHER ROBERTS, WILLIAM SEIBERT ROBERTS and JOEL ROBERTS MOSELEY, in consideration of the properties herein received by each of them as their full share in this partition, do hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver in full ownership, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto the said BANK OF NEW ROADS, the property hereinabove described as TRACTS 1N and 3BN.

The said WILLIAM SEIBERT ROBERTS and BANK OF NEW ROADS, in consideration of the properties herein received by each of them as their full share in this partition, do hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver in full ownership, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto the said GEORGE PITCHER ROBERTS and JOEL ROBERTS MOSELEY, in indivision, in the proportions of a one-half (½) interest, each, the property hereinabove described TRACTS 2 and 4.

It is agreed and understood that all tracts as subdivided herein shall be and remain subject to the rights-of-way, servitudes and easements as shown on said plat of survey, including, but not limited to, servitudes of passage and drainage. As to all servitudes of drainage shown on said plat, any party hereto shall have the right to clean and maintain same, even though this would involve work on a tract owned by another, provided said party does so at his or her expense, unless a mutual agreement is reached in advance.

TO HAVE AND TO HOLD the properties herein allocated to the respective parties hereto unto each of them and their respective heirs and assigns forever.

Appearers further declared that the properties received by each of them are approximately of the same value; that no sum of money is to be paid by any of them to any others; and, accordingly, by means of this instrument each has received and is in possession of the property herein allotted to him aforesaid. Appearers further declared they do hereby discharge each other from all credits, matters, debts and things whatsoever in the premises, hereby respectfully acknowledging themselves to be fully satisfied with this partition.

Appearers further declared that they have not alienated or encumbered the hereinabove described property and that to the best of their knowledge and belief the same is subject to no liens or encumbrances whatsoever, except as may be herein set forth, and they agree that, if there are any omissions or errors in the descriptions, they will correct same when called upon to do so.

Taxes for the year 1987 will be assessed to the entire property and, therefore, each party agrees to pay an undivided one-fourth (¼) of same.

No title opinion was requested of, or furnished by me, Notary.

THUS DONE AND PASSED on this 24th day of July, 1987, at my office in New Roads, Louisiana, in the presence of me, Notary, and the undersigned witnesses after a due reading of the whole.

WITNESSES:

William Seibert Roberts

Joel Roberts Moseley

George Pitcher Roberts

BANK OF NEW ROADS

By:

Notary Public

RESOLUTION

BE IT RESOLVED by the Board of Directors of Bank of New Roads, a Louisiana banking corporation domiciled in the Parish of Pointe Coupee, that Howard L. Hobson, Executive Vice President of this corporation, be and he is hereby authorized for and on behalf of Bank of New Roads, to execute an Act of Partition between William Seibert Roberts, Joel Roberts Moseley, George Pitcher Roberts and the said Bank of New Roads, affecting the undivided one-fourth (1/4th) interest in approximately 1,324.742 acres of land acquired by Bank of New Roads by foreclosure from James Cleveland Roberts, Jr., as evidenced by those proceedings bearing Suit No. 21,772, Division "A" of the 18th Judicial District Court of Louisiana, in and for the Parish of Pointe Coupee, and by Sheriff's Sale resulting from said proceedings, dated July 1, 1987, filed and recorded July 16, 1987, under Entry No. 113 of Conveyance Book 315 of the records of Pointe Coupee Parish, Louisiana.

BE IT FURTHER RESOLVED that said Executive Vice President be and he is hereby authorized to draw lots to ascertain which parcels of land shall be received by Bank of New Roads in said partition, said parcels of land being fully shown and designated on plat of survey made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat to be annexed to said partition, and said plat dividing said property into seven (7) tracts fully shown thereon.

BE IT FURTHER RESOLVED that after the drawing of said tracts, Bank of New Roads shall receive Tracts 1N and 3BN in said Act of Partition with the other owners to receive the following described tracts, to-wit: William Seibert Roberts to receive Tracts 1S, 3A and 3BS, and Joel Roberts Moseley and George Pitcher Roberts to receive Tracts 2 and 4 in the proportions of an undivided one-half interest, each.

BE IT FURTHER RESOLVED that said Executive Vice President is further authorized to do any and all other things which he in his sole and only discretion may deem necessary or advisable in order to carry out the intent of this resolution and to complete and execute the Act of Partition authorized herein.

CERTIFICATE

I, CHARLES RAY SMITH, Secretary of the Board of Directors of Bank of New Roads, hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors, adopted at its regular meeting held on July 8, 1987, at which meeting a quorum of the Board of Directors was present and voting.

I further certify that said resolution is presently in full force and effect.

New Roads, Louisiana, this 24th day of July, 1987.

Charles Ray Smith, Secretary

TRULY RECORDED JULY 29, 1987, KATHRYN O. LEONARD, DY CLERK

CB BK 316 NO 91
RECEIVED & FILED
1987 AUG -5 PM 3:55
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

CASH SALE

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

> BANK OF NEW ROADS, a Louisiana banking corporation domiciled in the Parish of Pointe Coupee, whose permanent mailing address is declared to be: P.O. Box 250, New Roads, LA 70760, herein represented by its duly authorized and undersigned officers by virtue of a resolution of the Board of Directors, certified copy of which is filed and recorded under Entry No. 12 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana;
>
> hereinafter referred to as VENDOR,

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

> GEORGE PITCHER ROBERTS and his wife, BRENDA BARRIOS ROBERTS, born Barrios, persons of the full age of majority, who declared that they have been married but once and then to each other, residing together in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is declared to be: 9545 Rainford Road, Baton Rouge, LA 70810;
>
> hereinafter designated as PURCHASERS,

here present, accepting and purchasing for themselves, their heirs, successors and assigns, and acknowledging delivery and possession of the following situated in the Parish of Pointe Coupee, State of Louisiana, to-wit:

> A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3BN, containing 147.757 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among Vendor herein and William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316, and Entry No. 986 of Map Book 4 of the records of Pointe Coupee Parish, Louisiana, for greater certainty of description.
>
> Said Tract 3BN, containing 145.757 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 15 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West by property of William Seibert Roberts, on the North by Tract 4 of said plat, and on the South by Tract 3BS of said plat, all as shown on said plat.

Said Tract 3BN contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Being the same property acquired by Vendor herein in the abovementioned Act of Partition, being dated, filed and recorded as aforesaid.

There is excepted from this sale and reserved to Vendor herein, its heirs, successors and assigns, one-half (½) of all of the oil, gas and other minerals and oil, gas and mineral rights situated in, on, under and that may be produced from said property, together with all executive rights in connection therewith.

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

This present sale and conveyance is made and accepted for and in consideration of the sum and price of ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($122,500.00), current money of the United States of America, which amount the said Purchasers have paid in ready CASH, receipt of which is hereby acknowledged by the Vendor, and full discharge and acquittance granted therefor.

No title opinion was requested of, or furnished by, the undersigned Notary, and the parties hereto hereby relieve and exonerate said Notary from any and all liability for any and all claims which may arise in connection with the validity or merchantability thereof.

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

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

Vendor further declared that all taxes assessed against the property herein conveyed have been paid, and that taxes for the year of 1987 shall be paid by the Purchasers.

THUS DONE AND PASSED at my office in the City of New Roads, Parish and State as aforesaid, on this 5th day of August, 1987, in the presence of me, Notary, and the undersigned witnesses, after a due reading of the whole.

WITNESSES:

Cynthia Lane Spindler

Elaine D. Purpura

BANK OF NEW ROADS

By: Curtis P. Fremin

By: Gaynell C. Bergeron

George Pitcher Roberts
George Pitcher Roberts

Brenda Barrios Roberts
Brenda Barrios Roberts

Notary Public

TRULY RECORDED AUGUST 5, 1987, SHARON S. WARR, DY CLERK

ENTRY NO. 69

For Map refer to Map Book 5 Map #182

277

CB 338 L 9

STATE OF LOUISIANA

PARISHES OF POINTE COUPEE
and EAST BATON ROUGE

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ACT OF PARTITION

BE IT KNOWN, that on the days and dates below written, before the undersigned Notaries Public in and for the Parishes of Pointe Coupee and East Baton Rouge, State of Louisiana, duly commissioned and qualified in accordance with law, and in the presence of the undersigned witnesses personally came and appeared:

JOEL ROBERTS MOSELEY, born Roberts, a person of the full age of majority, who declared that she has been married but once and then to E. Donald Moseley, with whom she resides in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is declared to be: 455 Shadylake Place West, Baton Rouge, LA 70810, dealing herein with her separate property acquired by inheritance from her parents; and

GEORGE PITCHER ROBERTS, a person of the full age of majority, who declared that he has been married but once and then to Brenda Barrios Roberts, born Barrios, with whom he resides in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is declared to be: 9545 Rainford Road, Baton Rouge, LA 70810, dealing herein with his separate property acquired by inheritance from his parents;

hereinafter referred to as "Appearers",

who declared that by the following acts, to-wit:

(1) By Judgment of Possession in the Succession of Dr. James C. Roberts, bearing Docket No. 10,739 of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, dated June 19, 1972, being filed and recorded under Entry No. 28 of Conveyance Book 105 of said records;

(2) By Judgment of Possession in the Succession of Bertha Seibert Roberts, bearing Docket No. 14,978 of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, dated November 3, 1983, being filed and recorded under Entry No. 31 of Conveyance Book 256 of said records; and

(3) Act of Partition by and between William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana,

said Appearers herein were placed in possession of and were recognized as owners in indivision and by virtue of subsequent partition listed under (3) above, said Appearers did acquire as owners in indivision, in the proportions of an undivided one-half (½) interest each, the following described property, to-wit:

TRACT 2: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2, containing 363.786 acres, on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to and recorded with Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana (Map Book 4, No. 986), reference being hereby made to said plat for greater certainty of description.

Said Tract 2, containing 363.786 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 16 acres, more or less, all as shown on said plat and is bounded as follows: On the East in part by Texas Eastern Transmission Corporation, and in part by the Mississippi River, on the West in part by property of Thompson, in part by William Seibert Roberts, and in part by property of Harrell, on the North in part by Tract 3A of said plat, and in part by property of Texas Eastern Transmission Corporation, and on the South by Tract 1N of said plat, all as shown on said plat.

Said Tract 2 contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

TRACT 4: A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4, containing 270.236 acres, on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to and recorded with Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana (Map Book 4, No. 986), reference being hereby made to said plat for greater certainty of description.

Said Tract 4, containing 270.236 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 34 acres, more or less, all as shown on said plat and is bounded as follows: On the East by the Mississippi River, on the West in part by property of Bennett, in part by Langlois, and in part by property of William Seibert Roberts, on the North by property of Cajun Electric Power Cooperative, Inc. and on the South by Tract 3BN of said plat, all as shown on said plat.

Said Tract 4 contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Appearers further declared that they no longer wish to remain as owners in indivision thereof and they desire to amicably divide the hereinabove described property between them, and to accomplish their mutual wishes and desires they have agreed to divide and partition the said property and, accordingly, they have caused a plan of the hereinabove described property to be made, as will appear by reference to the attached plan prepared by Fred J. Cunningham, dated November 2, 1988, said plan being a calculated partition of properties shown on the original plat of survey by John K. Laws, Jr., dated October 16, 1984, as aforesaid, and said plan drawn by Fred J. Cunningham having further divided the property owned by Appearers herein, into fourteen (14) tracts of land, more fully described as follows, to-wit:

Tract 2-1-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-1-A, containing 43.34 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-1-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 43.34 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-A of said plan; South by Tract 2-2-A of said plan; West by the western boundary line of original Tract 2 of the Laws survey; and East by the centerline of a 60-foot servitude of passage, shown on said plan, said eastern line also being the western line of Tract 2-1-B of said plan.

Said Tract 2-1-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-1-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-1-B, containing 79.71 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-1-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 79.71 acres, as aforesaid, and is bounded as follows: North, in part, by Tract 2-4-A of said plan and, in part, by Texas Eastern Transmission Corporation; South by Tract 2-2-B of said plan; West by the centerline of 60-foot servitude of passage, shown on said plan, which line is also the eastern line of Tract 2-1-A of said plan; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-1-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-1-C: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-1-C, containing 7.88 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-1-C, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 7.88 acres, as aforesaid, and is bounded as follows: North by the Texas Eastern Transmission Corporation; South by Tract 2-2-C of said plan; East by the Mississippi River; and West by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-1-C contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-2-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-A, containing 44.89 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 44.89 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-A of said plan; South by Tract 1N of the said Laws survey; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary line also being the west boundary line of Tract 2-2-B of said plan.

Said Tract 2-2-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-2-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-B, containing 77.94 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 77.94 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-B of said plan; South by Tract 1N of the said Laws survey; East by the centerline of La. State Highway 981, shown on said plan; and West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the east boundary line of Tract 2-2-A of said plan.

Said Tract 2-2-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-2-C: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-C, containing 8.10 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-C, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 8.10 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-C of said plan; South by the batture of original Tract 1N of the said Laws survey; East by the Mississippi River; and West by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-2-C contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-3-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-3-A, containing 40.54 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-3-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by Tract 2-4-B of said plan; South by Tract 2-1-A of said plan; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary being also the western boundary line of Tract 2-4-A of said plan.

Said Tract 2-3-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-3-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-3-B, containing 18.40 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-3-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey, also shown on said plan; South by Tract 2-4-A of said plan; East by property of Texas Eastern Transmission Corporation shown on said plan; and West by the centerline of 60-foot servitude of passage, said west boundary also being the eastern boundary of Tract 2-4-B and partially the eastern boundary of Tract 2-3-A, both shown on said plan.

Said Tract 2-3-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-4-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-A, containing 18.40 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-B of said plan; South by Tract 2-1-B of said plan; West by the centerline of 60' servitude of passage, shown on said plan, said west boundary being also the eastern boundary of Tract 2-3-A of said plan; and East by property of Texas Eastern Transmission Corporation, shown on said plan.

Said Tract 2-4-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 2-4-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-B, containing 40.54 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being

annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey; South by Tract 2-3-A of said plan; West by the western boundary of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east line being also the western boundary of Tract 2-3-B of said plan.

Said Tract 2-4-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-5-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-A, containing 16.71 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-A, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 16.71 acres, as aforesaid, and is bounded as follows: North by Tract 4-5-B of said plan; South by batture of Tract 3-B-N of Laws survey, also shown on said plan; West by the centerline of La. State Highway No. 981; and East by the Mississippi River.

Said Tract 4-5-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-6-A: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-A, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert

Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-A, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by Tract 4-6-B of said plan; South by original Tract 3BN of the Laws survey; West by the western boundary line of original Tract 4 of the Laws survey; and East by centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan; South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, annexed hereto, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Now, in order to carry out the said partition and to confer upon each a full and complete title, in due form, to the said properties which appearers have severally agreed to take, they does hereby agree as follows:

The said JOEL ROBERTS MOSELEY, in consideration of the properties herein received by her as her full share in this partition, does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver in full ownership, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which she has or may have against all preceding owners and vendors, unto the said GEORGE PITCHER ROBERTS the property hereinabove described as TRACTS 2-2-A, 2-2-B, 2-2-C, 2-4-A, 2-4-B, 4-5-A and 4-6-A.

The said GEORGE PITCHER ROBERTS, in consideration of the properties herein received by him as his full share in this partition, does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver in full ownership, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto the said JOEL ROBERTS MOSELEY the property hereinabove described as 2-1-A, 2-1-B, 2-1-C, 2-3-A, 2-3-B, 4-5-B and 4-6-B.

TO HAVE AND TO HOLD the properties herein allocated to the respective parties hereto unto each of them and their respective heirs and assigns forever.

Appearers further declared that the properties received by each of them are approximately of the same value; that no sum of money is to be paid by any of them to any others; and, accordingly, by means of this instrument each has received and is in possession of the property herein allotted to him aforesaid. Appearers further declared they do hereby discharge each other from all credits, matters, debts and things whatsoever in the premises, hereby respectfully acknowledging themselves to be fully satisfied with this partition.

Appearers are executing this act in multiple originals and this partition is subject to all existing servitudes of drainage and passage, and that said property is subject to no liens or encumbrances whatsoever, except as may be herein set forth, and they agree that, if there are

any omissions or errors in the descriptions, they will correct same when called upon to do so.

No title opinion was requested of, or furnished by me, Notary.

THUS DONE AND PASSED by JOEL ROBERTS MOSELEY in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, on this 30th day of May, 1989, in the presence of me, Notary, and the undersigned witnesses after a due reading of the whole.

WITNESSES:

Joel Roberts Moseley

Notary Public

THUS DONE AND PASSED by GEORGE PITCHER ROBERTS in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on this 30th day of May, 1989, in the presence of me, Notary, and the undersigned witnesses after a due reading of the whole.

WITNESSES:

Lynne M. Lofton

Karen P. Lofton

George Pitcher Roberts

Notary Public

TRULY RECORDED JUNE 9, 1989, KATHRYN O. LEONARD, DY CLERK

UNITED STATES OF AMERICA

State of Louisiana

Fox McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

MOSELEY PROPERTIES, L.L.C.

Domiciled at BATON ROUGE, LOUISIANA,

Was filed and recorded in this Office on February 12, 2001,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

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LANELL SW. DUFF, LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

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,

February 12, 2001

Fox McKeithen

CBU 35039206K
Secretary of State

CERTIFICATE SS 102 S (R-3/98)

ARTICLES OF ORGANIZATION
OF
MOSELEY PROPERTIES, L.L.C.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in the State of Louisiana at large, and in the presence of the undersigned competent witnesses, personally came and appeared:

Joel Roberts Moseley

The undersigned, desiring to form a limited liability company (the "Company"), in accordance with the laws of the State of Louisiana, including but not limited to the Louisiana Limited Liability Company Law, and for the purposes hereinafter set forth, does hereby adopt the following Articles of Organization effective as of the **12th** day of **February, 2001**.

i. Name. The name of the Company organized pursuant to these Articles of Organization shall be:

MOSELEY PROPERTIES, L.L.C.

ii. Purpose. The object and purpose for which this Company is formed shall be to engage in any lawful activity for which limited liability companies may be formed under the Louisiana Limited Liability Company Law, including without limitation:

(a) The acquisition of immovable or real property and moveable or personal property, whether tangible or intangible, corporeal or incorporeal, and any interest therein by purchase, exchange, lease or otherwise;

(b) The holding, owning, improving, developing, leasing and managing of property of any and every kind and nature;

(c) The acquisition of promissory notes, mortgage notes, chattel paper, whether secured or unsecured, of any and every nature and kind;

(d) The construction and operation of buildings, improvements and constructions of any kind and nature;

FOX McKEITHEN
SECRETARY OF STATE
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(e) The disposition and encumbering of any property or interest owned by the Company by way of sale, exchange, lease, mortgage, pledge or otherwise; and

(f) The ownership of stock, partnership interests, membership interests and other equity interests in corporations, partnerships, limited partnerships, limited liability companies and other entities.

iii. Organizer(s). The full name and street address of the organizer is:

Joel Roberts Moseley
5202 Claycut Road
Baton Rouge, Louisiana 70806

4. Management. The Company shall be managed by two (2) managers as described in the Operating Agreement. The initial managers are Joel Roberts Moseley and E. Donald Moseley. Third parties are entitled to rely on the representation that Joel Roberts Moseley and E. Donald Moseley are the managers of the Company and shall continue to be entitled to rely on such representation until the status is changed and is evidenced by an amendment to these Articles, accomplished by an act in authentic form or duly acknowledged before a notary and two witnesses, duly recorded with the Louisiana Secretary of State. Except as provided in Article 8 of these Articles, members do not have the authority to bind the Company without a certificate of authority executed in accordance with Article 7 of these Articles granting a member or nonmember the required authority.

Except for the powers expressly mandated by law to be reserved to the Members, the Manager(s) shall be responsible for the general overall supervision of the business and affairs of the Company. The Manager(s) shall have full charge of the management, conduct and operation of the business of the Company in all respects and in all matters, in his, her or their sole and complete discretion, including but not limited to, the power on behalf of the Company to:

(a) Sell and convey by sale, exchange or otherwise all or any part of the assets owned by the Company, movable and immovable, corporeal and incorporeal.

(b) Execute leases or modify leases on any movable or immovable property owned by the Company.

(c) Borrow money and, as security for such, mortgage or otherwise encumber all or any part of the property, movable or immovable, owned by the Company.

(d) Manage the assets of the Company.

(e) Employ from time to time persons, firms or corporations for the operation and management of the business of the Company, including without limitation, managers, rental agents, accountants and attorneys, on such terms and for such reasonable and fair compensation as he shall determine, notwithstanding the fact that the Manager(s), or persons or corporations affiliated with the Manager(s), may have a financial interest in such firms or corporations.

(f) Accumulate, invest, reinvest or distribute any net cash flow of the Company as he may see fit, to the extent the contrary is not provided for herein.

(g) Execute any and all instruments to carry out the purposes of the Company, provided, however, that nothing contained herein shall increase the liability of the Company.

(h) Disburse and pay all funds on deposit on behalf of the Company in such amounts and at such times as the same are required in connection with the ownership, maintenance, and operation of the assets of the Company or subsidiary entity.

(i) Pay all taxes, assessments, rents and other impositions applicable to the assets of the Company and undertake, when appropriate, any action or proceedings seeking to reduce such taxes, assessments, rents or other impositions.

(j) Pay any debts and other obligations of the Company, including amounts due under permanent financing of improvements and other loans to the Company, and the costs of operations and maintenance of the assets of the Company.

(k) Employ, terminate the employment of, supervise and compensate such persons, firms or corporations for and in connection with the business of the

Company and with the acquisition, development, improvement, operation, maintenance, management, leasing, financing, refinancing, sale, exchange or other disposition of any of the assets of the Company or its subsidiary entities or any interest in any of such assets as the Manager(s), in his discretion, may deem necessary or advisable in the ordinary course of business.

(l) Take all action which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Louisiana and (ii) for the management of the assets of the Company.

(m) Devote to the Company such time as may be necessary for the proper performance of its duties hereunder.

(n) Prepare or cause to be prepared and filed on or before the due date (or any extensions thereof) any federal, state, or local tax return required to be filed by the Company. The Manager(s) shall cause the Company to pay any taxes payable by the Company.

(o) Obtain and keep in force during the term hereof general liability and casualty insurance in favor of the Company with such insurers and in such amounts as the Manager(s) shall deem advisable.

(p) Conduct the affairs of the Company in the best interests of the Company, including the safekeeping of all Company funds and assets and the use thereof for the exclusive benefit of the Company.

(q) Vote any and all capital stock, partnership interest, membership interest or other equity interest in any corporations, partnerships, limited liability companies or other entities, respectively, owned by the Company.

(r) Open bank accounts, write checks, make deposits, make withdrawals, and handle all other banking matters for the Company.

If there is a Manager(s) of the Company, then the Members shall not be required to approve any matters authorized by the Manager(s), including but not limited to, matters of the type described in Louisiana Revised Statutes 12:1318(B), and further shall not be entitled or empowered to restrict or limit the Manager(s)' authority.]

i. Tax Status. The Company shall be treated as a disregarded entity as long as it only has one member, and as a partnership as long as it has two or more members, for purposes of federal and state income tax purposes, for other applications of the State of Louisiana, Department of Revenue and Taxation, and for other applications of any other state revenue collecting authority.

ii. Amendments. Amendments to these Articles of Organization or the written Operating Agreement of the Company shall only be made by the written consent of the manager owning more than seventy percent (70%) of the voting membership interests in the Company.

iii. Certificate of Authority. Any manager, in accordance with the provisions of La. R.S. 12:1305(C)(5) and with these Articles of Organization, is authorized to execute certificates which establish the membership of any member, the authenticity of any records of the Company, and the authority of any person (including himself) to act on behalf of the Company, including but not limited to providing a statement of those persons or entities with the authority to take the actions referred to in La. R.S. 12:1318(B). No person dealing with any manager shall be required to determine his authority to make any such commitment or undertaking on behalf of the Company, or to determine any fact or circumstances bearing upon the existence of his authority and shall be entitled to conclusively rely upon such certificates. No person shall be bound to see the application or distribution of revenue or proceeds paid or credited in connection with such action unless the party shall have received written notice to the contrary from the Company. No person other than the manager above shall have the authority described in this Article or as permitted under Louisiana Revised Statutes 12:1317 (C).

iv. Authority to Act Regarding Transactions Related to Immovable Property. The Manager is fully authorized, acting alone, in the name and on behalf of the Company to acquire any real estate in the State of Louisiana, or elsewhere, by purchase or exchange for such amount and on such terms and conditions and with such clauses and stipulations contained in the Act of Purchase or Act of Exchange as said Representative deems proper and advisable; and also to sell or exchange any real estate owned by the Company to any person or

persons or corporation or other entity for such amount and on such terms and conditions as the Representative may determine or deem advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefor; to grant or acquire servitudes; to mortgage real estate owned by the Company under a deed of trust, mortgage, conventional mortgage or collateral mortgage or to any homestead association, bank or other entity under a vendor's lien and in accordance with the rules and regulations of the homestead association or bank or other entity, for such amounts and on such terms and conditions as the Representative may determine; to guarantee payment of the promissory notes, mortgage notes, collateral mortgage notes, hand notes or any other obligations or debts of any person, firm, corporation, limited liability company, partnership or other entity to any bank, savings and loan association or any other creditor or other entity whatsoever; with authority in the case of a homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; with full authority on the part of the Representative to sign and execute any act or acts before any Notary Public, said act or acts to contain such clauses, stipulations, and obligations as the Representative may deem advisable, including confession of judgment, sale by executory process, waiver of appraisement, and the non-alienation clauses; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, hand notes, collateral mortgage notes, building contracts, assignments of leases and rent, and statement of assignment of accounts receivable, assignments of accounts receivable, collateral chattel mortgages and chattel mortgages, and acts of subordination, necessary or advisable to carry out fully the foregoing objects and purposes; to build and construct houses and other improvements on, or make repairs or additions to property owned by the Company for itself; or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bonds, and for such amount and on such terms as the Representative deems advisable; the intent of this article being to place full authority with the Representative to transact completely the business of the Company as outlined in these Articles, in which its objects and purposes are set forth, all without the necessity of the adoption of a separate article or resolution to cover each

transaction, or to cover each sale, exchange, purchase or mortgage, or the construction of any improvements on the property of the Company for itself, or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this Article.

The Representative shall have the right to appoint a subagent to represent the Company. This subagent shall have full authority to act as if named and appointed by this Article. Such appointment as subagent shall be durable and shall survive the death or incompetency of the Representative, the appointment by the Representative being considered an appointment by the Company itself.

The power to act as attorney and agent-in-fact contained in this article is coupled with the interest of the members of insuring that third parties may deal with the Representative, without fear of revocation or rescission of authority and therefore the grant contained in this Article is irrevocable unless and until an amendment by authentic act is recorded in the office of the Secretary of State.

Third parties are entitled to rely on these Articles of Organization and no power granted herein shall be limited by the Operating Agreement, if any. In the event of a conflict between the Articles of Organization and the Operating Agreement, the Articles of Organization shall govern. The grants of authority contained in this Article 8 are not and shall not be limited by the provisions of Article 4 hereof nor by any provisions of the Operating Agreement.

v. Members. Initially, the membership of the Company shall be as follows, and shall not change unless and until a duly executed amendment to these articles, amending this Article 9, has been filed with the Office of the Louisiana Secretary of State.

Member	Voting Interest	Allocation of Profits and Losses
Joel Roberts Moseley	100%	100%

THUS DONE AND PASSED, in the Parish of East Baton Rouge, State of Louisiana, this 12th day of February, 2001, before me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

JOEL ROBERTS MOSELEY, Organizer

Mark D. Mese, Notary Public

W. Fox McKeithen
Secretary of State

LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305(E))

1. The name of this limited liability company is: Moseley Properties, L.L.C.

2. The location and municipal address, not a post office box only, of this limited liability company's registered office:
5202 Claycut Road, Baton Rouge, Louisiana 70806

3. The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:
Mark D. Mese, Suite 2200, One American Place, 301 Main Street, Baton Rouge, LA 70825

4. The names and municipal addresses, not a post office box only, of the first managers, or the members:
Joel Roberts Moseley, 5202 Claycut Road, Baton Rouge, Louisiana 70806
E. Donald Moseley, 5202 Claycut Road, Baton Rouge, Louisiana 70806

To be signed by each person who signed the articles of organization:

Joel Roberts Moseley
JOEL ROBERTS MOSELEY

AGENT'S AFFIDAVIT AND ACKNOWLEDGMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.

Registered agent(s) signature(s):

Mark D. Mese
MARK D. MESE

Sworn to and subscribed before me this 12th day of February, 2001.

Notary

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(See instructions on back)

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ACT OF CONTRIBUTION

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

> **JOEL ROBERTS MOSELEY**, a resident of the full age of majority, domiciled in the Parish of East Baton Rouge, State of Louisiana, married to and living with E. Donald Moseley, whose mailing address is hereby declared to be 5202 Claycut Road, Baton Rouge, Louisiana 70806 ("Transferor") and **E. DONALD MOSELEY**, appearing herein to acknowledge that the property contributed is the separate property of Joel Roberts Moseley, and to ratify and affirm said contribution.

Transferor hereby transfers and delivers with full warranty of title and subrogation to all rights and actions of warranty Transferor may have unto:

> **MOSELEY PROPERTIES, L.L.C.**, a limited liability company organized and existing under the laws of the State of Louisiana, represented herein by its duly authorized and sole member, Joel Roberts Moseley, and its managers and representatives, E. Donald Moseley and Joel Roberts Moseley, whose mailing address is declared to be 5202 Claycut Road, Baton Rouge, Louisiana 70806, ("Transferee");

the immovable property described in Exhibit "A" attached hereto (collectively, the "Property"), the possession and delivery of which Transferee acknowledges.

2. Contribution. The Property is conveyed by Transferor to Transferee as a capital contribution to Transferee by Transferor in exchange for one thousand (1,000) shares of capital of Transferee.

3. Binding Effect. All agreements and stipulations herein shall inure to the benefit of and be binding upon the heirs and assigns of the parties, and Transferee shall have and hold the property described above in full ownership forever.

4. Capacity. All parties signing this instrument have declared themselves to be of full capacity.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 15th day of February, 2001, in the presence of the undersigned competent witnesses, who have subscribed their names with appearers and me, Notary, after a due reading of the whole.

WITNESSES:

Joel Roberts Moseley, Transferor

E. Donald Moseley

Transferee:
MOSELEY PROPERTIES, L.L.C.

By: E. Donald Moseley, Manager

By: Joel Roberts Moseley, Member Manager

Mark D. Mese, Notary Public
My Commission is for Life.

EXHIBIT "A"
TO ACT OF CONTRIBUTION
DESCRIPTION OF PROPERTY

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a

Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 338 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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EXHIBIT "A"
TO ACT OF CONTRIBUTION
DESCRIPTION OF PROPERTY

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish,

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan;

South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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

499244_1

STATE OF LOUISIANA

PARISH OF ASCENSION

CB BK 555 NO. 073
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LANDRY
CLERK OF COURT & RECORDER
POINTE COUPEE

DONATION AND DECLARATION - SEPARATE TO COMMUNITY

BE IT KNOWN, that on the 14th day of July, 2009, before me, Linda S. Melancon, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

GEORGE P. ROBERTS, whose SSN is XXX-XX-7384, currently married to Brenda B. Roberts, domiciled in East Baton Rouge Parish, Louisiana, whose present mailing address is 16418 Abshire Ave., Baton Rouge, LA 70816 (hereinafter Donor); and

BRENDA B. ROBERTS, whose SSN is XXX-XX-9824, currently married to George P. Roberts, domiciled in East Baton Rouge Parish, Louisiana, whose present mailing address is 16418 Abshire Ave., Baton Rouge, LA 70816 (hereinafter Donee)

who declared that in consideration of the affection that DONOR has for his wife, **BRENDA B. ROBERTS**, he does by these presents irrevocably give, grant and donate unto the said DONEE an undivided one-half interest in and to the following described property:

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-A, containing 44.89 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 44.89 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-A of said plan; South by Tract 1N of the said Laws survey; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary line also being the west boundary line of Tract 2-2-B of said plan.

Said Tract 2-2-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-B, containing 77.94 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seilbert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyances Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 77.94 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-B of said plan; South by Tract 1N of the said Laws survey; East by the centerline of La. State Highway 981, shown on said plan; and West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the east boundary of Tract 2-2-A of said plan.

Said Tract 2-2-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in the said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-C, containing 8.10 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land Belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-C, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 8.10 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-C of said plan; South by the batture of original Tract 1N of the said Laws

survey; East by the Mississippi River; and West by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-2-C contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-A, containing 18.40 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-B of said plan; South by Tract 2-1-B of said plan; West by the centerline of 60' servitude of passage, shown on said plan, said west boundary being also the eastern boundary of Tract 2-3-A of said plan; and East by property of Texas Eastern Transmission Corporation, shown on said plan.

Said Tract 2-4-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-B, containing 40.54 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition

among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey; South by Tract 2-3-A of said plan; West by the western boundary of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east line being also the western boundary of Tract 2-3-B of said plan.

Said Tract 2-4-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-A, containing 16.71 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of DREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 16.71 acres, as aforesaid, and is bounded as follows: North by Tract 4-5-B of said plan; South by batture of Tract 3-B-N of Laws survey, also shown on said plan; West by the centerline of La. State Highway No. 981; and East by the Mississippi River.

Said Tract 4-5-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-A, containing 135.12 acres, on plan drawn by Fred J.

Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 135. 12 acres, as aforesaid, and is bounded as follows: North by Tract 4-6-B of said plan; South by batture of Tract 3BN of the Laws survey; West by the western boundary line of the original Tract 4 of the Laws survey; amd East by centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

BRENDA B. ROBERTS appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefore.

It is the intention of the parties hereto that the interests of **GEORGE P. ROBERTS** and **BRENDA B. ROBERTS** in the above described property shall hereafter be community property and shall form a part of the community of acquets and gains existing between them, all in accordance with La. C.C. Art. 2343.1.

THUS DONE AND SIGNED on the 14th day of July, 2009, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Maranda J. Cardinale

Maranda J. Cardinale

George P. Roberts

GEORGE P. ROBERTS, DONOR

Susan C. Brown

Susan C. Brown

Brenda B. Roberts

BRENDA B. ROBERTS, DONEE

Linda S. Melancon

LINDA S. MELANCON, NOTARY PUBLIC
Bar Roll Number 25172

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LANELL SCHEXNAYDER LANDRY
CLERK OF COURT & RECORDER
PARISH OF ASCENSION

STATE OF LOUISIANA

PARISH OF ASCENSION

EXTRACT OF TRUST

BE IT KNOWN, that on the dates and the places hereinafter stated and before the Notary Public and in the presence of the witnesses hereinafter named and undersigned, as respectively indicated, personally came and appeared:

> George P. Roberts, Tax Id. Number XXX-XX-7384, and Brenda B. Roberts, Tax Id. Number XXX-XX-9824, husband and wife, domiciled in East Baton Rouge Parish, Louisiana, and whose present mailing address is 16418 Abshire Avenue, Baton Rouge, LA 70816;

who, for the purpose of complying with the provisions of L.R.S. 9:2092, declared as follows:

I.

George P. Roberts and Brenda B. Roberts are the Settlors of the George and Brenda Roberts Living Trust.

II.

The George and Brenda Roberts Living Trust was executed on July 28, 2009.

III.

The George and Brenda Roberts Living Trust is an inter vivos revocable trust.

IV.

The initial Trustees of the George and Brenda Roberts Living Trust are George P. Roberts and Brenda B. Roberts.

V.

George P. Roberts and Brenda B. Roberts are the income beneficiaries of the trust during their lifetimes. The successor income and the principal beneficiaries of the trust are the descendants, *by roots*, of George P. Roberts and Brenda B. Roberts.

VI.

The immovable property located in this parish subject to George and Brenda Roberts Living Trust is as follows:

See Attached Exhibit A

THUS DONE, read and signed on the 28th day of July, 2009, before me, a Notary Public in and for said State and Parish, in the presence of the undersigned competent witnesses, who signed their names with me, notary, and with Appearers, after due reading of the whole.

WITNESSES:

Dylan C. Salbador

George P. Roberts, Settlor and Trustee

Maranda J. Cardinale

Brenda B. Roberts, Settlor and Trustee

Linda S. Melancon, Notary Public
Bar Roll # 2517

EXHIBIT "A"

A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3BN, containing 147.757 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among the Bank of New Roads herein and William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316, and Entry No. 986 of Map Book 4 of the records of Pointe Coupee Parish, Louisiana, for greater certainty of description.

Said Tract 3BN, containing 145.757 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 15 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West by property of William Seibert Roberts, on the North by Tract 4 of said plat, and on the South by Tract 3BS of said plat, all as shown on said plat.

Said Tract 3BN contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Being the same property acquired by the Bank of New Roads herein in the abovementioned Act of Partition, being dated, filed and recorded as aforesaid.

AND

(Reference: That certain Donation & Declaration recorded July 23, 2009 at Conveyance Book 555, Page 073, Pointe Coupee Parish, State of Louisiana)

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-A, containing 44.89 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-A, herein described, is

taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 44.89 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-A of said plan; South by Tract 1N of the said Laws survey; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary line also being the west boundary line of Tract 2-2-B of said plan.

Said Tract 2-2-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-B, containing 77.94 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seilbert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyances Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 77.94 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-B of said plan; South by Tract 1N of the said Laws survey; East by the centerline of La. State Highway 981, shown on said plan; and West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the east boundary of Tract 2-2-A of said plan.

Said Tract 2-2-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in the said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-C, containing 8.10 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of

GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land Belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-C, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 8.10 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-C of said plan; South by the batture of original Tract 1N of the said Laws survey; East by the Mississippi River; and West by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-2-C contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-A, containing 18.40 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-B of said plan; South by Tract 2-1-B of said plan; West by the centerline of 60' servitude of passage, shown on said plan, said west boundary being also the eastern boundary of Tract 2-3-A of said plan; and East by property of Texas Eastern Transmission Corporation, shown on said plan.

Said Tract 2-4-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-B, containing 40.54 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey; South by Tract 2-3-A of said plan; West by the western boundary of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east line being also the western boundary of Tract 2-3-B of said plan.

Said Tract 2-4-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-A, containing 16.71 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 16.71 acres, as aforesaid, and is bounded as follows: North by Tract 4-5-B of said plan; South by batture of Tract 3-B-N of Laws survey, also shown on said plan; West by the centerline of La. State Highway No. 981; and East by the Mississippi River.

Said Tract 4-5-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-A, containing 135.12 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 135. 12 acres, as aforesaid, and is bounded as follows: North by Tract 4-6-B of said plan; South by batture of Tract 3BN of the Laws survey; West by the western boundary line of the original Tract 4 of the Laws survey; amd East by centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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LAWELL WHELER LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

STATE OF LOUISIANA
PARISH OF ASCENSION

ACT OF TRANSFER TO TRUST

BE IT KNOWN, that on this 28th day of July, 2009, before me, Linda S. Melancon, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

> George P. Roberts, Tax Id. Number XXX-XX-7384, and Brenda B. Roberts, Tax Id. Number XXX-XX-9824, husband and wife, domiciled in East Baton Rouge Parish, Louisiana, and whose present mailing address is 16418 Abshire Avenue, Baton Rouge, LA 70816, hereafter referred to jointly as "TRANSFEROR";

who declared that in consideration of the creation and funding of the George and Brenda Roberts Living Trust, dated July 28, 2009, and any amendments thereto, TRANSFEROR hereby transfers and delivers with full warranty of title and subrogation to all rights and actions of warranty TRANSFEROR may have, the ownership in and to the property described below unto:

> George P. Roberts and Brenda B. Roberts, TRUSTEE(S) of the George and Brenda Roberts Living Trust, dated July 28, 2009, and any amendments thereto, a Louisiana inter vivos revocable trust domiciled in East Baton Rouge Parish, Louisiana, with a mailing address of 16418 Abshire Avenue, Baton Rouge, LA 70816, hereafter referred to jointly as "TRANSFEREE";

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which TRANSFEREE acknowledges:

See Attached Exhibit A

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the TRANSFEREE, TRANSFEREE's heirs and assigns shall have and hold the described property in full ownership forever.

Transferor waives any vendor's lien, resolutory condition, right of recission or dissolution for nonperformance, whether implied by law or otherwise, and acknowledges that third parties may rely on such waivers and treat this transaction as a completed transfer of all of Transferor's interest in the property.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED at Prairieville, Ascension Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Dylan C. Salbador, Witness

Maranda J. Cardinale, Witness

TRANSFEROR:

George P. Roberts, Transferor

Brenda B. Roberts, Transferor

TRANSFEREE:

George P. Roberts, Trustee of the George and Brenda Roberts Living Trust

Brenda B. Roberts, Trustee of the George and Brenda Roberts Living Trust

Linda S. Melancon, Notary Public
Bar Roll# 25172

EXHIBIT "A"

A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 3BN, containing 147.757 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among the Bank of New Roads herein and William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316, and Entry No. 986 of Map Book 4 of the records of Pointe Coupee Parish, Louisiana, for greater certainty of description.

Said Tract 3BN, containing 145.757 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 15 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West by property of William Seibert Roberts, on the North by Tract 4 of said plat, and on the South by Tract 3BS of said plat, all as shown on said plat.

Said Tract 3BN contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Being the same property acquired by the Bank of New Roads herein in the abovementioned Act of Partition, being dated, filed and recorded as aforesaid.

AND

(Reference: That certain Donation & Declaration recorded July 23, 2009 at Conveyance Book 555, Page 073, Pointe Coupee Parish, State of Louisiana)

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-A, containing 44.89 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-A, herein described, is

taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 44.89 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-A of said plan; South by Tract 1N of the said Laws survey; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary line also being the west boundary line of Tract 2-2-B of said plan.

Said Tract 2-2-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-B, containing 77.94 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seilbert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyances Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 77.94 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-B of said plan; South by Tract 1N of the said Laws survey; East by the centerline of La. State Highway 981, shown on said plan; and West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the east boundary of Tract 2-2-A of said plan.

Said Tract 2-2-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in the said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-2-C, containing 8.10 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of

GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land Belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-2-C, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 8.10 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-C of said plan; South by the batture of original Tract 1N of the said Laws survey; East by the Mississippi River; and West by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 2-2-C contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-A, containing 18.40 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-A, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-B of said plan; South by Tract 2-1-B of said plan; West by the centerline of 60' servitude of passage, shown on said plan, said west boundary being also the eastern boundary of Tract 2-3-A of said plan; and East by property of Texas Eastern Transmission Corporation, shown on said plan.

Said Tract 2-4-A contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 2-4-B, containing 40.54 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 2-4-B, herein described, is taken from the original Tract 2 of said plat of survey, made by John K. Laws, as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey; South by Tract 2-3-A of said plan; West by the western boundary of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east line being also the western boundary of Tract 2-3-B of said plan.

Said Tract 2-4-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-A, containing 16.71 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 16.71 acres, as aforesaid, and is bounded as follows: North by Tract 4-5-B of said plan; South by batture of Tract 3-B-N of Laws survey, also shown on said plan; West by the centerline of La. State Highway No. 981; and East by the Mississippi River.

Said Tract 4-5-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

AND

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or on anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-A, containing 135.12 acres, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13, and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

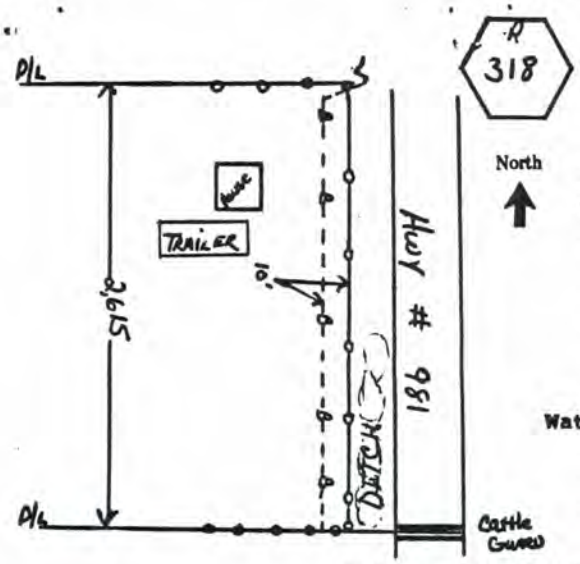
Said Tract 4-6-A, herein described, is taken from the original Tract 4 of said plat survey, made by John K. Laws, as aforesaid, and contains 135. 12 acres, as aforesaid, and is bounded as follows: North by Tract 4-6-B of said plan; South by batture of Tract 3BN of the Laws survey; West by the western boundary line of the original Tract 4 of the Laws survey; amd East by centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-A contains the acerage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, all as shown and designated thereon to which plan reference is herein made for greater certainty of description.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Servitudes and Right of Ways

42



Name and Address of Grantor Est. of Dr. J.C. Roberts
% Seibert Roberts, P.O. Box 582
Ventress, Louisiana
Toll Line
Exchange Line New Roads (NAME EXCHANGE)
The Property is bounded where the line enters and leaves this property by the Property of:

Gra ntors on the North and
Waterloo Subd. on the South
Authority 4711800 Classification 945C
Area Hwy #981
Approved: [illegible]
Title: DISTRICT Engineer

Form 8416-1/4-72

(Underground Plant) GENERAL PERMIT
(INDIVIDUAL)

(I), (We), for and in consideration of the benefits; to be derived and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto South Central Bell Telephone Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communications or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 5 feet in width upon, across, over and/or under that certain tract of land situated in Pointe Coupee Parish, State of Louisiana. The location of said strip of land on said tract of land being more particularly described as follows: a tract of land on the west side of Hwy # 981 extending for 2,615 feet, more or less. Said tract of land is located approx. 4099 feet more or less from the intersection of Hwy # 415 and Hwy # 981. Said cable will be relocated at no cost to Grantor should the location of said wire interfere with future improvements located on said cable route.

and the location of said tract of land on which said strip of land is located being more particularly described as follows; Bound on the east by Hwy # 981

all of which is shown on (above) (attached) sketch; and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements.

RECEIVED 74 JUN 12 PM 1:45 [illegible] RECORDER

BK 117 NO 14

IN WITNESS WHEREOF, the undersigned Grantor ___, has set his hand ___ and seal ___ this ___ day of May, 19 74.

Witnesses:
Harry V. Johnson
Elizabeth Lloyd L.

Mrs. Joel Roberts Moseley
Mrs. James C. Roberts
Seibert Roberts
Esther Roberts
James C. Roberts Jr.

STATE OF LOUISIANA
PARISH OF East Baton Rouge

came and appeared Harry V. Johnson
duly sworn, deposed and said that he is one of the subscribing ___, to the above and foregoing document; that he saw the

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, The undersigned authority, personally came and appeared HARRY V. JOHNSON, who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signatures of MRS. EARL ROBERTS MOSELEY, MRS. JAMES C. ROBERTS, SEIBERT ROBERTS, PITCHER ROBERTS, AND JAMES C. ROBERTS, JR., to the above and foregoing document; that he saw the said GRANTORS execute the said document and that appearer signed same, together with E.R. Youngblood, Jr., the other subscribing witness.

Harry V. Johnson

Subscribed and sworn to before me this 16 day of June, 1974.

Notary Public in and for East Baton Rouge Parish, Louisiana

TRULY RECORDED June 21, 1974, Mary A. Chustz, Dy. Clerk.

ENTRY NO. 14

CB BK 132 NO 14

60

R/W No. (2)203:192

FILED
Mary A. Chuy
76 Apr 23 AM 9:30
I. G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

RIGHT OF WAY SERVITUDE AGREEMENT

For and in consideration of Five Thousand and 00/100 Dollars ($5,000.00), the receipt of which is hereby acknowledged,

WILLIAM SIEBERT ROBERTS,

a resident of lawful age of Pointe Coupee Parish, Louisiana whose permanent mailing address is Post Office Box 582, Ventress, Louisiana, 70783,

MRS. BERTHA SIEBERT ROBERTS,

a resident of lawful age of Pointe Coupe Parish, Louisiana, whose permanent mailing address is 426 West Main Street, New Roads, Louisiana 70760,

JAMES C. ROBERTS, JR.,

a resident of lawful age of Pointe Coupee Parish, Louisiana whose permanent mailing address is 510 Court Street, New Roads, Louisiana 70760,

MRS. JOEL ROBERTS MOSELEY,

a resident of lawful age of East Baton Rouge Parish, Louisiana, whose permanent mailing address is 2657 East Lakeshore Drive, Baton Rouge, Louisiana, 70808,

GEORGE PITCHER ROBERTS

a resident of lawful age of East Baton Rouge Parish, Louisiana whose permanent mailing address is Post Office Box 3351, Baton Rouge, Louisiana 70821, hereinafter called Grantors, do hereby grant and convey to COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, a servitude or right of way, for the transporation of liquids, gases, solids, or mixtures of any or all thereof, through pipelines, and all rights accessory to said servitude which are required for the utility thereof, including but not limited to, the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove said pipelines upon and along a

route to be selected by Grantee, said servitude or right of way being fifty (50) feet in width and extending fifteen (15) feet to the northerly side and thirty-five (35) feet to the southerly side of the centerline of Colonial's existing 36-inch pipeline, under, over, and through the following described Land, of which Grantors warrant they are the owners in fee simple, situated in Pointe Coupee Parish, State of Louisiana, to-wit:

> "A certain tract of land known as "Waterloo" containing 758.25 acres, more or less, and being all of Section 12, 13 and lower portion of Section 10, Section 11, and Lots 11, 12, 13, 15, 16, 17 and 18 of Section 36, T-4-S, Range 11 East, Parish of Pointe Coupee, State of Louisiana."

The route of the proposed pipeline is shown on Plat 2.203.192, dated 1/21/76, which is marked Exhibit "A" attached hereto and made a part of this agreement.

~~During the construction of the forty (40) inch pipeline, Grantee shall have unimpaired access to the pipeline and the right of ingress and egress over on, and through the Grantors' above described property, the Grantee agreeing to repair any actual damage done to property and to return, as reasonably practicable, the areas used for access to as good condition as they were prior to construction.~~

During and After completion of construction of the forty (40) inch pipeline across Grantors' property, Grantee's ingress and egress shall be limited to the right of way granted in this agreement, ~~and by existing roads or the most direct route if there is no road access, unless Grantee procures prior consent from Grantor for additional rights of ingress and egress over other portions of Grantors' property~~.

Grantee is granted the right to maintain the right of way clear of trees, undergrowth and brush.

Grantors covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstructions of any type whatsoever on the above described right of way strip unless authorized in writing by Grantee.

The Grantors agree to leave such pipelines undisturbed as to location and depth, provided said pipeline is installed and maintained in accordance with this agreement.

All of these shall be convenants running with the land and shall be binding on the Grantors, their heirs and assigns.

Grantors further warrant that the property is subject to no encumbrances other than those recorded on the face of the public record, and agrees to indemnify and hold Grantee free and harmless of and from any claims or damages which may be asserted by any persons by reason of any unrecorded lease or other unrecorded right.

Except where such damages have been anticipated and paid in advance to the Grantors, Grantee will repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures owned by Grantor, directly caused by Grantee exercising any rights herein granted. After the pipeline has been installed, the Grantee shall have the right to maintain and keep the right of way clear of trees, undergrowth, brush, structures, and obstructions in the furtherance of the exercise of its rights.

Any pipeline constructed by Grantee across any portion of the above described land shall be buried not less than thirty-six (36") inches below the surface of the ground measured from the top of the pipe to normal ground level.

The servitude granted by this agreement shall be for the construction of one forty-inch (40") pipeline.

Grantors also grant to the Grantee a temporary construction servitude to be used for the purposes of moving peronnel and equipment required in order to construct the forty (40) inch pipeline. The temporary construction servitude on Tract 2.203.192 contains 3.16 acres, more or less, shown in detail on the attached Colonial plat 2.203.192. This temporary work area will not be required used, or taken beyond the construction period.

Grantee agrees to bury its pipe below existing canals and drainage ditches a distance sufficient to prevent interference with drainage and further agrees to bury the pipe at any location specified by Grantor as a proposed location for any such canal or ditch, provided that all such canals or ditches are existing or their locations are specifically designated prior to construction of the pipeline.

As further consideration for this agreement, Grantee agrees that after construction of the additional pipeline it will abandon the northernmost ten (10') feet of the pipeline servitude granted to it by judgment of the 18th Judicial District Court dated November 10, 1962, in the matter entitled "Colonial Pipeline Company v. Dr. James C. Roberts", No. 7248, said existing right of way being identified as "Existing Permanent R/W Limit" on the attached plat, it being the intent of Grantee herein to abandon only that portion of the existing right of way which is more than fifteen (15') feet northerly of the centerline of Grantee's existing 36-inch pipeline.

Delay of the Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the pipeline in or along said rights of way, shall not result in the loss, limitation or abandonment of any of the right, title, interest, easement, or estate hereby granted.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this Right of Way Servitude shall extend to and be binding upon the heirs executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, servitudes, estates, and privileges unto the said Grantee, its successors and assigns, so long as said right of way and servitudes are used for the purposes granted herein.

IN WITNESS WHEREOF, the Grantors herein have herewith set their hands this 30th day of March, 19 76.

WITNESS:

R. E. Jackson

Geo. Weatherford

William Siebert Roberts

Mrs. Bertha Siebert Roberts

James C. Roberts, Jr.

Mrs. Joel Roberts Moseley

George Pitcher Roberts

DIRECT ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF _____ } SS

On this _____ day of _____, 19____, before me, Notary, personally appeared _____

to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

_____ Notary Public,
Parish of _____, State of Louisiana

PROOF BY ATTESTING WITNESS

STATE OF LOUISIANA
PARISH OF Pointe Coupee } SS

Before me, the undersigned authority, this day personally appeared R. E. Jackson, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows William Siebert Roberts, Mrs. Bertha Siebert Roberts, James C. Roberts, Jr., Mrs. Joel Roberts Moseley and George Pitcher Roberts the GrantorS named in said instrument, to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said R. E. Jackson subscribed his name to the same at the same time as an attesting witness.

R E Jackson
Attesting Witness

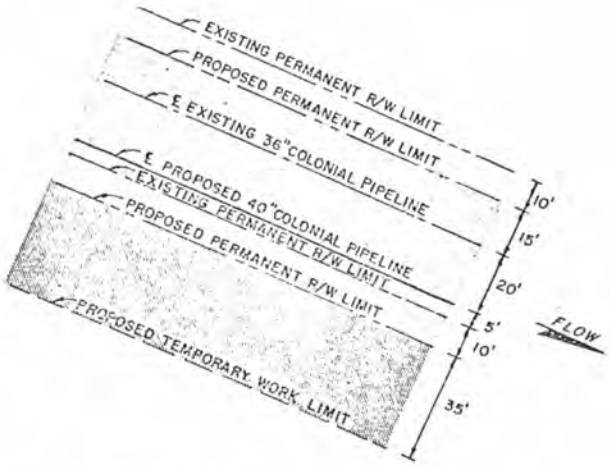
Sworn to and subscribed before me, this 31st day of March, 1976

Barbara L. Laurent
Notary Public,
Parish of Pointe Coupee, State of Louisiana

TRULY RECORDED APR. 23, 1976, Mary A. Chustz, Dy. Clerk

NS 10,12,13 & 36, T4S - R11E

Filed [illegible] 21 22, [illegible]



DETAIL "A"
(TYPICAL R/W)
N. T. S.

RIGHT OF WAY DESCRIPTION

PERMANENT EASEMENT

A permanent right of way easement being fifty (50) feet in width upon and across property of MRS. BERTHA S. ROBERTS, et al, situated in Sections 10, 12, 13 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana; said 50 feet being 15 feet to the Northerly side and 35 feet to the Southerly side of and from the centerline of the existing 36-inch Colonial pipeline from its point of entry on the Westerly property line to its point of exit on the Easterly property line of MRS. BERTHA S. ROBERTS, et al, with the proposed 40-inch pipeline to be laid parallel to and 20 feet Southerly from said 36-inch pipeline; the herein described permanent easement containing 4.61 acres, more or less, and overlapping and including a part of the original easement.

TEMPORARY WORK SPACE

A temporary work space being 35 feet in width parallel and adjacent to the Southerly limit of the above described permanent easement from its point of entry to its point of exit; said temporary work space containing 3.16 acres, more or less.

4.61 Acres In Proposed Permanent R/W

3.16 Acres In Proposed Temporary Work Space

ALIGN. DWG. NO. 5.324.451

Sheet 2 Of 2 TD

1	Redrawn	1-21-76	

COLONIAL PIPELINE COMPANY
ATLANTA, GEORGIA

Proposed 40" Pipeline
Crossing Property Of
MRS. BERTHA S. ROBERTS, et al
LOUISIANA

DRAWN F.B.B.D.
NOTES
SCALE 1"=1000'
DATE 1-21-76
CHECKED
2.203.192

ENTRY NO. 15

65

CB BK 132 NO 15

RECEIVED & FILED
Mary A. Chustz
'76 APR 23 AM 9:30

I. G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Line No. (2)203:192

Parish Pointe Coupee

State Louisiana

ADVANCE CONSTRUCTION DAMAGE RELEASE

Received of COLONIAL PIPELINE COMPANY Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full satisfaction for all damages which have been or which may be caused by the construction of a pipeline to be installed on, over, or through the lands of the undersigned, or lands leased by the undersigned, situated in Pointe Coupee Parish, State of Louisiana and described as follows, to-wit:

"A certain tract of land known as 'Waterloo' containing 758.25 acres, more or less, and being all of Section 12, 13 and lower portion of Section 10, Section 11, and Lots 11, 12, 13, 15, 16, 17, and 18 of Section 36, T-4-S, Range 11 East, Parish of Pointe Coupee, State of Louisiana."

and we hereby release, acquit, and discharge the said COLONIAL PIPELINE COMPANY, its agents and employees, from any and all claims for damages of any kind in connection with the construction of said pipeline.

It is understood and agreed that this Advance Construction Damage Release is a complete, full and final release of all damages which have occurred or which may occur from the construction of said pipeline; except same does not cover actual crop damage on the right of way and temporary construction area which may be incurred at the time said pipeline is constructed. COLONIAL PIPELINE COMPANY agrees to pay such actual crop damage upon completion of the construction of said pipeline.

It is further understood and agreed that said pipeline may be constructed at any time. Whenever said pipeline is constructed, and should the pipeline construction be delayed for any number of years, COLONIAL PIPELINE COMPANY's only further obligation is to pay the undersigned owners, their successors and assigns owning said property crossed by said pipeline at the time of construction, the actual crop damage on the right of way and temporary construction area incurred by the construction of said pipeline.

Undersigned further warrants that the above-described property is subject to no encumbrances other than those recorded on the face of the public record, and agrees to idemnify and hold Grantee free and harmless of and from any claims of damage which may be asserted by any person occupying or farming the above-described property under any unrecorded lease or other unrecorded right.

The terms, covenants, and provisions of this Advance Construction Damage Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the executing parties have hereunto set their hands and seals this 30th day of March, 19 76.

William Siebert Roberts (Seal)
William Siebert Roberts

Mrs. Bertha Siebert Roberts
Mrs. Bertha Siebert Roberts

James C Roberts Jr. (SEAL)
James C. Roberts, Jr.

Mrs. Joel Roberts Moseley (SEAL)
Mrs. Joel Roberts Moseley

George Pitcher Roberts
George Pitcher Roberts

Signed, sealed and delivered in the presence of:

R E Jackson
R. E. Jackson

Geo Weatherford
Geo. Weatherford

R/W Agent: _____

Draft No. _____

LA. 3424-1 (Rev. 2/75)
Form B

DIRECT ACKNOWLEDGMENT

STATE OF LOUISIANA }
PARISH OF _____ } SS

On this _____ day of _____, 19____, before me, Notary, personally appeared _____

to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ free act and deed.

_____ Notary Public,

Parish of _____, State of Louisiana

PROOF BY ATTESTING WITNESS

STATE OF LOUISIANA }
PARISH OF Pointe Coupee } SS

Before me, the undersigned authority, this day personally appeared R. E. Jackson, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows William Siebert Roberts, Mrs. Bertha Siebert Roberts, James C. Roberts, Jr., Mrs. Joel Roberts Moseley and Goerge Pitcher Roberts

the Grantor S named in said instrument, to be the identical person S described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said R. E. Jackson subscribed his name to the same at the same time as an attesting witness.

R E Jackson
Attesting Witness

Sworn to and subscribed before me, this 31st day of March, 19 76

Barbara L. Laurent
Notary Public,

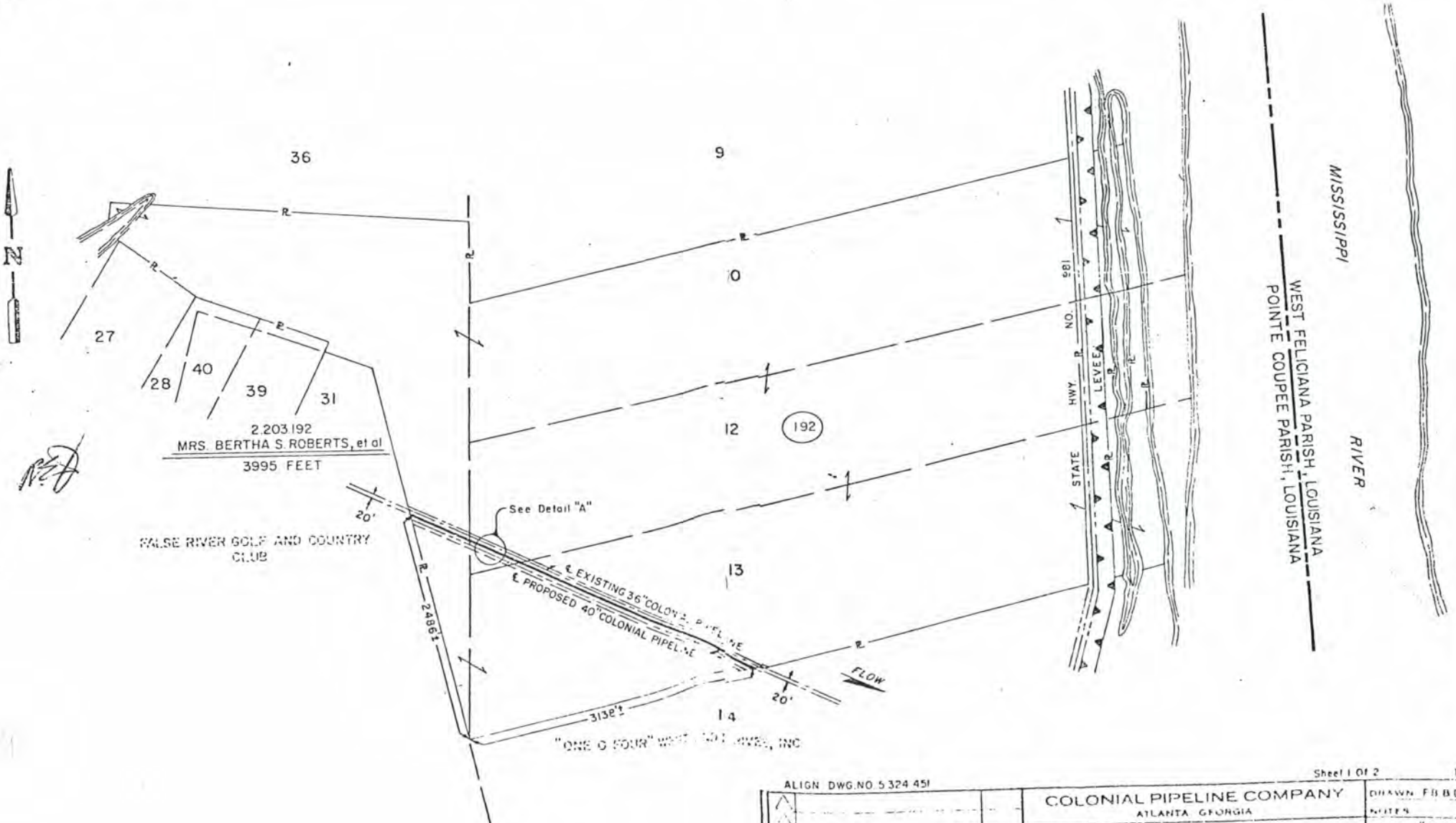
Parish of Pointe Coupee, State of Louisiana

TRULY RECORDED APR. 23, 1976, Mary A. Chustz, Dy. Clerk

Exhibit "A"

POINTE COUPEE PA ISH, LOUISIANA
SECTIONS 10,12, & 36, T4S-R11E

Filed with CB132, Entry 70014



ALIGN DWG.NO. 5 324 451

Sheet 1 Of 2 TDA

		COLONIAL PIPELINE COMPANY ATLANTA GEORGIA	DRAWN F.B.B.D. NOTES
		Proposed 40" Pipeline Crossing Property Of MRS BERTHA S ROBERTS, et al	SCALE 1" = 1000' DATE 1-21-76 CHECKED
1 Redrawn	1-21-76	POINTE COUPEE PARISH, LOUISIANA	2.203.192
REVISION	DATE		

CB 145 71

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

This servitude granted and effective this 21st day of March, 1977, by:

MRS. BERTHA SEIBERT ROBERTS;
MRS. JOEL ROBERTS MOSELEY;
JAMES CLEVELAND ROBERTS, Jr.;
WILLIAM SEIBERT ROBERTS; and
GEORGE PITCHER ROBERTS,

(hereinafter called GRANTOR), to GULF STATES UTILITIES COMPANY, a Texas Corporation, hereinafter called the "GRANTEE,"

WITNESSETH:

That for and in consideration of the sum of One Hundred & No/100 Dollars and other valuable consideration ($100.00), cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed unto Grantee, the right, privilege, and servitude to enter upon and to erect, construct, maintain, inspect, operate, replace, remove, repair and patrol not more than two line (s) of H. frame wood or metal type structures, for not more than three circuit (s) per line of structures, which may be erected simultaneously or at any time in the future, with such wires, cables and other necessary or proper fixtures and appurtenances for the transmission of electricity and for Grantee's communications upon, over, and across a strip of land out of the following described tract:

A certain tract of land, having a front of 1/2 arpent on the Mississippi River, by a depth of 40 arpents, more or less, bounded on both sides, now or formerly, by lands of Charles Bertrand, also another tract of land having a front of one arpent on the Mississippi River, by a depth of 40 arpents, more or less, and being the same property acquired by John R. & W. Burgin from Thos C. McKowen, and by the said McKowen from L. R. Harrell, and by the said Harrell from James N. Chase as per acts recorded under Entries Nos. 1746, 26641 and 17863 respectively of the Conveyance Records of Pointe Coupee Parish, Louisiana.

situated in the Parish of Pointe Coupee, State of Louisiana, which strip of land upon which said servitude is granted is more particularly described as 47½ feet on each side of the following described center line insofar as same may be embraced within the boundaries of the above described tract, said center line being

more particularly described as follows:

Centerline of right of way entering on the southwest line of Section 17, T-4-S, R-11-E and the southwest boundary of the property above described, at a point located 122.5 feet westerly and at right angles from the centerline of that certain Gulf States Utilities Company's 150 foot wide servitude described in Conveyance Book 84, Entry 109, Conveyance Records of Pointe Coupee Parish, Louisiana, at a point in said southwest line located 485' N/W of the most southerly corner of said tract;
THENCE N 10° 38' 55" W, parallel to the said Gulf States Utilities Company's servitude, 4785', more or less, to a point where this right of way will be widened as follows: 46.5 feet west of, and 122.5 feet east of the hereinafter described centerline;
THENCE centerline continuing N 10° 38' 55" W, 240 feet, more or less, to a point of exit in the north line of this tract of land and the south line of tract owned, now or formerly, by Transcontinental Gas Pipeline Corporation.

See plat, sketch, or aerial photo attached hereto and made a part hereof.

This servitude is granted by Grantor and accepted by Grantee subject to the following conditions and limitations, to-wit:

1. Grantee shall construct all of its facilities on said right of way strip so as to provide vertical clearance above ground of not less than twenty-five (25) feet.

2. Grantor grants unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by this servitude without further payment, and (b) to cut and remove from the land of Grantor adjacent to said servitude area any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

3. Grantee accepts the grant of said servitude subject to any and all existing leases, easements, servitudes, rights-of-way, and other rights and/or agreements heretofore granted affecting said land that appear of record in the office of the Clerk of Court and Recorder of Pointe Coupee Parish, Louisiana.

4. Grantor may fence any or all of the property covered by this servitude, including the right to construct a cross fence

or fences across said right-of-way, provided that Grantor shall install a gate in any future cross fence for Grantee's use in obtaining ingress and egress from and along its right-of-way. Grantor shall not be required to install gates in any existing cross fence on the servitude area, provided, however, Grantee shall have the right, at Grantee's expense, to install a gate in any such existing cross fence; provided further that no cattle guards shall be installed by Grantee. The said transmission lines and the area covered by this servitude shall not be fenced by Grantee. Grantee shall have ingress and egress at any and all times to, from and along the said strip of land covered by this servitude; provided, however, the said right of ingress and egress is limited and restricted to said above described strip of land, and Grantee shall have no right of ingress and egress to or from or entry upon the lands of Grantor adjoining and/or contiguous to the said strip of land covered by this servitude.

5. Grantor retains for Grantor, grantor's heirs and assigns, the right to use fully the land covered by said servitude, including, but without limitation, the right to cultivation and pasturage as long as such use does not interfere with the servitude and rights herein granted to Grantee. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of 47½ feet from the center line of the above described servitude, except that Grantor retains the right for Grantor, Grantor's heirs and assigns, and the right to grant and/or convey to others the right, to construct and maintain roadways, passageways, water lines, canals, drainage ditches and pipelines across the aforesaid servitude area; provided, that such use by Grantor or Grantor's assigns does not interfere with the servitude and rights herein granted to Grantee.

6. Grantee recognizes that there are presently existing oil, gas and mineral leases affecting the land covered by said servitude, and agrees that its rights under this agreement are

subordinate to all existing mineral leases. Grantee further recognizes that Grantor may in the future execute or grant other oil, gas and mineral leases affecting the land covered by said servitude, and agrees to conduct its operations in such a way as not unreasonably to interfere with the mineral operations of Grantor, its lessees and assigns, Any oil, gas, mineral or other leases hereafter granted by Grantor and covering the land covered by this servitude will be subject to the terms of this agreement.

7. The Grantor reserves the right for Grantor, Grantor's lessees and assigns, to enter upon the land and explore for oil, gas, sulphur and other minerals by whatever method or process Grantor, Grantor's lessees and assigns, may elect to use and reserves all rights of ingress and egress for exploiting, developing and removing oil, gas, sulphur and other minerals from the said land, and particularly reserves the right of digging canals, and of constructing pipelines in or on the said land, provided, however, that no drilling operations shall be conducted on the servitude area nor shall any surface and/or underground tanks be located on said servitude area; provided further that there may be directional drilling operations from adjacent lands to extract the oil, gas and minerals from under the area subject to this servitude.

8. This grant is made by Grantor and accepted by Grantee without any warranty of title or recourse against Grantor whatsoever, not even for the return of the consideration paid by Grantee to Grantor.

9. Grantee shall pay to Grantor damages to buildings and other structures, roads, crops, bridges, timber, fences, drainage ditches and canals and other improvements caused by the construction, maintenance, operation or removal of said power lines, or in otherwise exercising the rights herein granted.

#4

10. Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto), for or on account of injuries to persons (including death) or property of others arising out of the constructing, maintaining, operations or removal of said power lines or other facilities, or otherwise exercising the rights herein granted, except in cases due to the negligence of Grantor. Grantor shall not be liable or responsible to Grantee for damages to Grantee's facilities resulting from Grantor's otherwise lawful operations, except such which unreasonably or wantonly endanger or risk damage to Grantee's facilities.

11. TO HAVE AND TO HOLD said rights and right-of-way unto said Grantee, its successors and assigns, until said servitude be exercised and so long thereafter as same shall be used for the above named purposes; provided, however, if Grantee should not exercise its rights hereunder by constructing, at least one line, or should cease to use said right of way after construction, and such failure to exercise or failure to use shall continue for a period of four (4) consecutive years, the said servitude and all rights granted hereunder shall ipso facto cease and terminate without any demand or putting in default.

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

IN FAITH WHEREOF, witness the signatures of Grantors herein:

The said BERTHA SEIBERT ROBERTS in the Parish of Pointe Coupee, State of Louisiana, on the 5th day of

#5

April, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signature of
Bertha Seibert Roberts:

Lillie W. Soulier
Lillie W. Soulier

Jennifer A. Cline
Jennifer A. Cline

Bertha Seibert Roberts
Bertha Seibert Roberts

The said JOEL ROBERTS MOSELEY in the Parish of Pointe Coupee, State of Louisiana, on the 25th day of March, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signature of
Joel Roberts Moseley:

Gladys L. Broussard
Gladys L. Broussard

Francis A. Smith, Jr.
Francis A. Smith, Jr.

Joel Roberts Moseley
Joel Roberts Moseley

The said JAMES CLEVELAND ROBERTS, Jr. in the Parish of Pointe Coupee, State of Louisiana, on the 21st day of March, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signatureof
James Cleveland Roberts, Jr.:

Gladys L. Broussard
Gladys L. Broussard

Francis A. Smith, Jr.
Francis A. Smith, Jr.

James Cleveland Roberts, Jr.
James Cleveland Roberts, Jr.

The said WILLIAM SEIBERT ROBERTS in the Parish of Pointe Coupee, State of Louisiana, on the 6th day of April, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signature of
William Seibert Roberts:

Gladys L. Broussard
Gladys L. Broussard

Francis A. Smith, Jr.
Francis A. Smith, Jr.

William Seibert Roberts
William Seibert Roberts

The said GEORGE PITCHER ROBERTS in the Parish of Pointe Coupee, State of Louisiana, on the 5th day of April, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signature of
George Pitcher Roberts:

Gladys L. Broussard

Francis A. Smith, Jr.

George Pitcher Roberts

IN FAITH WHEREOF, witness the signature of Grantee herein, GULF STATES UTILITIES COMPANY, in the PARISH of EAST BATON ROUGE, State of LOUISIANA, on the 3 day of MAY, 1977, in the presence of the undersigned competent witnesses.

Witnesses to signature of
Gulf States Utilities Company:

GULF STATES UTILITIES COMPANY

By: J. P. Worthy, Vice President

Approved as to form
MAY.
May 3, 1977

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned authority, personally came and appeared Gladys L. Broussard, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that James Cleveland Roberts, Jr., Grantor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Francis A. Smith, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Gladys L. Broussard

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 21st day of March, 1977.

Dorothy Kearney
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned authority, personally came and appeared Lillie W. Soulier, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that Bertha Seibert Roberts, Grantor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Jennifer A. Cline, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Lillie W. Soulier

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 5th day of April, 1977.

Dorothy Kearney
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned authority, personally came and appeared Gladys L. Broussard, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that William Seibert Roberts, Lessor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Francis A. Smith, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Lessor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Gladys L. Broussard

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 6th day of April, 1977.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned authority, personally came and appeared Gladys L. Broussard, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that Joel Roberts Moseley, Lessor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Francis A. Smith, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Lessor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Gladys L. Broussard

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 25th day of March, 1977.

NOTARY PUBLIC

#9

STATE OF LOUISIANA
PARISH OF POINTE

BEFORE ME, the undersigned authority, personally came and appeared Gladys L. Broussard, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that George Pitcher Roberts, Lessor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Francis A. Smith, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Lessor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Gladys L. Broussard

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 5th day of April, 1977.

J. Emil Fleming
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared _____, who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument, that _____, Lessor (s) named in said instrument, signed the same in the presence of appearer and in the presence of _____, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Lessor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

_____

SWORN TO AND SUBSCRIBED before me in the Parish of _____, State of Louisiana, on this _____ day of _____, 1977.

_____
NOTARY PUBLIC

#10

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared CALVIN A. CONCHAUX, who being by me first duly sworn, deposed and said:

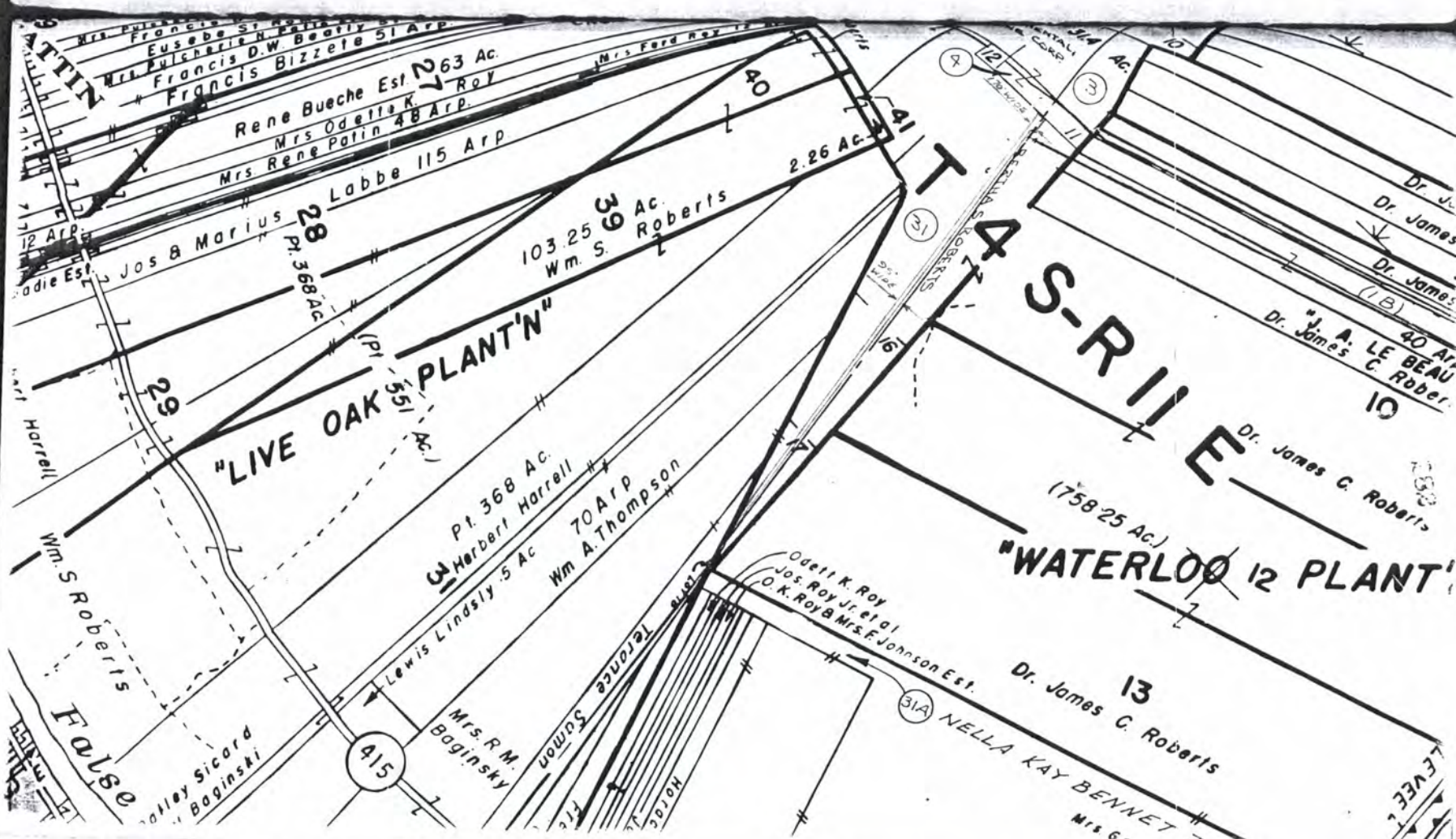
That he is one of the subscribing witnesses to the foregoing instrument, that J. F. WORTHY, VICE PRESIDENT, of GULF STATES UTILITIES COMPANY, Grantee named in the instrument, signed the same in the presence of appearer and in the presence of ROBERT W. JARVIS, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantee and in the presence of each other, and that the signatures theron are true and genuine.

Calvin A. Conchaux

SWORN TO AND SUBSCRIBED before me in the Parish of East Baton Rouge Louisiana, on this 12th day of September, 1977.

John W Barton Jr.
Notary Public

#11


Francis Bizzete 51 Arp.
Rene Bueche Est. 27 63 Ac.
Mrs Odette K. Roy
Mrs Rene Patin 48 Arp.
Jos & Marius Labbe 115 Arp.
12 Arp.
28
Pt. 368 Ac.
103.25 39 Ac.
Wm. S. Roberts
2.26 Ac.
40
41
"LIVE OAK PLANT'N"
29
(Pt. 551 Ac.)
Pt. 368 Ac.
31 Herbert Harrell
Lewis Lindsly 5 Ac
70 Arp
Wm A. Thompson
Wm. S Roberts
False
415
Mrs. R.M. Baginsky
Odett K. Roy
Jos. Roy Jr. et al
O.K. Roy & Mrs. F. Johnson Est.
31A
NELLA KAY BENNET
Dr. James C. Roberts
13
"WATERLOO 12 PLANT'N"
(758.25 Ac.)
Dr. James C. Roberts
T 4 S-R 11 E
10
"J. A. LE BEAU"
Dr. James C. Rober
40 Ar
(1B)
Dr. James
Dr. James
Dr. Jo
31
9
3
12
11
10
314 Ac.

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

This servitude granted and effective this 15th day of February, 1979, by:

(1) Succession of Mrs. Bertha Seibert Roberts, bearing Docket No. 14978 of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, State of Louisiana, herein represented by MILTON T. COVINGTON, its duly authorized executor, by virtue of order of court rendered in said matter, dated February 13, 1979, certified copy of which is annexed hereto as part hereof;

(2) Mrs. JOEL ROBERTS MOSELEY;

(3) JAMES CLEVELAND ROBERTS, Jr.;

(4) WILLIAM SEIBERT ROBERTS; and

(5) GEORGE PITCHER ROBERTS;

(hereinafter called GRANTOR), to GULF STATES UTILITIES COMPANY, a Texas Corporation, hereinafter called the "GRANTEE,"

1979 MAR -7 AM 10:08
L. G. OLIVIER
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE
RECEIVED & FILED

WITNESSETH:

That for and in consideration of the sum of One Hundred and No/100 Dollars and other valuable consideration ($100.00 & OVC), cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed unto Grantee, the right, privilege and servitude to enter upon and to erect, construct, maintain, inspect, operate, replace, remove and repair not more than one line of H. frame wood or metal type structure, for not more than three (3) circuits, with such wires, cables and other necessary or proper fixtures and appurtenances for the transmission of electricity and for Grantee's communications upon, over and across a strip of land out of the following described tract:

> A certain tract of land, together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana, and being shown on map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1,296.3 A. property of Dr. James C. Roberts composed of parts of Sections 6-8-9-10-13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions and being subject to such servitudes as is shown on said map.

Said strip of land upon which said servitude is granted is more particularly described as follows: Beginning at the northeast corner of the tract of land owned by Grantors and hereinaoove described, thence proceed in a general westerly direction along the northern property line of Grantors, a distance of 1,350 feet, more or less, to a point situated on the northern boundary of said tract; thence proceed north 79° 12' 28" east, a distance of 1,310 feet, more or less, to the Mississippi River; thence proceed northerly along the east line of Grantors' property, said line being the west bank of the Mississippi River, in a northerly direction, a distance of 288 feet, more or less, to the northeast corner of said tract and the point of beginning.

See plat sketch or aerial photo attached hereto and made part hereof.

This servitude is granted by Grantor and accepted by Grantee subject to the following conditions and limitations, to-wit:

1. Grantor retains the right to use for grantors' own purposes, or for their agents, employees, successors or assigns the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. Grantor shall be permitted to erect, locate or permit the erection or location of any structure or object of any type whatever within the servitude so long as the erection, location or construction of the structure or object does not come within 25 feet of the base of Grantee's tower and so long as it does not interfere with the servitude herein granted, except storage facility for petrochemicals or similar products of a highly flammable nature which could foreseeably endanger the conductors of Grantee to be constructed and so long as said structure or structures does not interfere with the tower or conductors to be constructed on the property covered by the servitude herein granted. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

2. Grantee shall construct all of its facilities on said right of way strip so as to provide vertical clearance above ground at the base of the tower of not less than 200 feet above mean high water level and at the water's edge of the Mississippi River of not less than 150 feet above mean high water level.

3. Grantor grants unto the Grantee the right from time to time to cut and remove all trees, underbrush and other obstructions upon said land covered by this servitude without further payment.

4. Grantee accepts the grant of said servitude subject to any and all existing leases, easements, servitudes, rights-of-way, and other rights and/or agreements heretofore granted affecting said land that appear of record in the office of the Clerk of Court and Recorder of Pointe Coupee Parish, Louisiana.

5. Grantor may fence any or all the property covered by this servitude, including the right to construct a cross fence or fences across said right-of-way, provided that Grantor shall install a gate in any future cross fence for Grantee's use in obtaining ingress and egress from and along its right-of-way. Grantor shall not be required to install gates in any existing cross fence on the servitude area, provided, however, Grantee shall have the right, at Grantee's expense, to install a gate in any such existing cross fence; providing further that no cattle guard shall be installed by Grantee. The said transmission lines in the area covered by this servitude shall not be fenced by Grantee. Grantee shall have the ingress and egress at any and all times to, from and along said strip of land covered by this servitude; provided, however, the said right of ingress and egress is limited and restricted to said above described strip of land, and Grantee shall have no right of ingress or egress to or from or entry upon the lands of Grantor joining and/or contiguous to said strip of land covered by this servitude.

6. Grantor and Grantee agree that this servitude is for the erection of one (1) tower only and that said tower shall be a minimum distance of 400 feet west of the bank of the Mississippi River at mean high water level.

7. Grantee recognizes that there are presently existing oil, gas and mineral leases affecting the land covered by said

servitude, and agrees that its rights under this lease are subordinate to all existing mineral leases. Grantee further recognizes that Grantor may in the future execute and/or grant other oil, gas and mineral leases affecting the land covered by such servitude and agrees to conduct its operations in such a way as not to unreasonably interfere with the mineral operations of Grantor, its Lessees and/or assigns. Any oil, gas or mineral leases hereafter granted by Grantor and covering the land covered by this servitude will be subject to the terms of this agreement.

8. The Grantor reserves the right for Grantor, Grantor's lessees and assigns, to enter upon the land and explore for oil, gas, sulphur and other minerals by whatever method or process Grantor, Grantor's lessees and assigns, may elect to use, and reserves all rights of ingress and egress for exploiting, developing and removing oil, gas, sulphur and other minerals from the said land, and particularly reserves the right of digging canals, and of constructing pipelines in or on the said land, provided, however, that no drilling operations shall be conducted on the servitude area nor shall any surface and/or underground tanks be located on said servitude area; provided further that there may be directional drilling operations from adjacent lands to extract the oil, gas and minerals from under the area subject to this servitude.

9. This grant is made by Grantor and accepted by Grantee without any warranty of title or recourse against Grantor whatsoever, not even for the return of the consideration paid by Grantee to Grantor.

10. Grantee shall pay to Grantor damages to buildings and other structures, roads, crops, bridges, timber, fences, drainage ditches and canals and other improvements caused by the construction, maintenance, operation or removal of said power lines, or in otherwise exercising the rights herein granted.

11. Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto), for or on account of injuries to persons (including death) or property of others arising out of the constructing, maintaining,

operations or removal of said power lines or other facilities, or otherwise exercising the rights herein granted, except in cases due to the negligence of Grantor. Grantor shall not be liable or responsible to Grantee for damages to Grantee's facilities resulting from Grantor's otherwise lawful operations, except such which unreasonably or wantonly endanger or risk damage to Grantee's facilities.

12. TO HAVE AND TO HOLD said rights, and right-of-way unto said Grantee, its successors and assigns, until said servitude be exercised and so long thereafter as same shall be used for the above named purposes; provided, however, if Grantee should not exercise its rights hereunder by constructing, at least one line, or should cease to use said right of way after construction, and such failure to exercise or failure to use shall continue for a period of six (6) consecutive years, the said servitude and all rights granted hereunder shall ipso facto cease and terminate without any demand or putting in default.

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

IN FAITH WHEREOF, witness the signatures of Grantors herein: MILTON T. COVINGTON, Executor of the Succession of the said BERTHA SEIBERT ROBERTS in the Parish of East Baton Rouge, State of Louisiana, on the 19th day of February, 1979, in the presence of the undersigned competent witnesses.

Witnesses to signature of
Milton T. Covington:

Debra K. Ellison

Alice B Bruyere

SUCCESSION OF BERTHA SEIBERT ROBERTS

By: Milton T. Covington
Milton T. Covington
(Executor)

The said JOEL ROBERTS MOSELEY in the Parish of East Baton Rouge, State of Louisiana, on the 19th day of February, 1979, in the presence of the undersigned competent witnesses.

Witnesses to signature of
Joel Roberts Moseley:

Debra K. Glass

Alvi B Bruguier

Joel Roberts Moseley
Joel Roberts Moseley

The said JAMES CLEVELAND ROBERTS, Jr. in the Parish of Pointe Coupee, State of Louisiana, on the 2nd day of MARCH, 1979, in the presence of the undersigned competent witnesses.

Witnesses to signature of
James Cleveland Roberts, Jr.:

Barbara R. Major

Eileen L. Kearney

James C Roberts Jr.
James Cleveland Roberts, Jr.

The said WILLIAM SEIBERT ROBERTS in the Parish of Pointe Coupee, State of Louisiana, on the 3rd day of MARCH, 1979, in the presence of the undersigned competent witnesses.

Witnesses to signature of
William Seibert Roberts:

Gloria Broussard

Barbara Shaw

William Seibert Roberts
William Seibert Roberts

The said GEORGE PITCHER ROBERTS in the Parish of East Baton Rouge, State of Louisiana, on the 19th day of February, 1979, in the presence of the undersigned competent witnesses.

Witnesses to signature of
George Pitcher Roberts:

Debra K. Glass

Alvi B Bruguier

George Pitcher Roberts
George Pitcher Roberts

IN FAITH WHEREOF, witness the signature of Grantee herein, GULF STATES UTILITIES COMPANY, in the PARISH of EAST BATON ROUGE, State of Louisiana, on the 6 day of MARCH 1979, , in the presence of the undersigned competent witnesses.

Witnesses to signature of
Gulf States Utilities Company:

Calvin A. Conway

Robert E. Jones

GULF STATES UTILITIES COMPANY

By: Calvin J. Albert

STATE OF LOUISIANA
PARISH OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared Alice B. Bragsdale, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that Melton J. Carpenter, Executor, Grantor (s) named in said instrument, signed the same in the presence of appearer and in the presence of Debra K. Bland, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor (s) and in the presence of each other, and that the signatures thereon are true and genuine.

Alice B Bragsdale

SWORN TO AND SUBSCRIBED before me in the Parish of East Baton Rouge, State of Louisiana, on this 19th day of February, 1977.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared Alice B Bragsdale, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that Joel Roberts Moseley, Grantor named in said instrument, signed the same in the presence of appearer and in the presence of Debra K. Bland, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the

said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Adrie B. Bergeron

SWORN TO AND SUBSCRIBED before me in the Parish of East Baton Rouge, State of Louisiana, on this 19th day of February, 1977.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF Pointe Coupee

BEFORE ME, the undersigned authority, personally came and appeared Eileen L. Kearney, who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that James Cleveland Roberts, Jr., Grantor named in said instrument, signed the same in the presence of appearer and in the presence of BARBARA R. MATOR, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Eileen L. Kearney

SWORN TO AND SUBSCRIBED before me in the Parish of Pointe Coupee, State of Louisiana, on this 2nd day of MARCH, 1979.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF Pointe Coupee.

BEFORE ME, the undersigned authority, personally came and appeared GLADYS BERNSSARD, who after being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that William Seibert Roberts, Grantor named in said instrument, signed the same in the presence of appearer and in the presence of BARBARA SHAW, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the

said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Gladys Brassard

SWORN TO AND SUBSCRIBED before me in the Parish of Point Coupee, State of Louisiana, on this 3rd day of March, 1979.

Frank P. Smith Jr.
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared Alice B Bergeron, who after being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument, that George Pitcher Roberts, Grantor named in said instrument, signed the same in the presence of appearer and in the presence of Richard K. Allen, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Alice B Bergeron

SWORN TO AND SUBSCRIBED before me in the Parish of East Baton Rouge, State of Louisiana, on this 19th day of February, 1979.

Robert Bergeron
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared Calvin A. Conway, who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument, that Calvin J. Hebert, Vice President, of GULF STATES UTILITIES COMPANY, Grantee named in the instrument, signed the same in the presence of appearer and in the presence of Robert W. Gaw, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantee and in the presence of each other, and that the signatures thereon are true and genuine.

Calvin A. Conway

SWORN TO AND SUBSCRIBED in the Parish of East Baton Rouge, Louisiana, on this 6th day of March, 1978.

James F. Pettiwing Jr.
NOTARY PUBLIC

SUCCESSION	'	NO. 14,978
	'	18TH JUDICIAL DISTRICT COURT
OF	'	PARISH OF POINTE COUPEE
MRS. BERTHA SEIBERT ROBERTS	'	STATE OF LOUISIANA

JUDGMENT

It having been proved that notice of the application of the Provisional Administrator to grant in favor of Gulf States Utilities Company a servitude over 4.57 acres of land for transmission of electricity and for communications upon, over and across the immovable property described below, at private sale, has been advertised in accordance with law, that the delays for opposing the application have elapsed, that no opposition has been filed, and it is to the best interest of the succession:

IT IS ORDERED that MILTON T. COVINGTON, Provisional Administrator of the Succession of Mrs. Bertha Seibert Roberts is authorized to grant to Gulf States Utilities Company a servitude for transmission of electricity and for communications upon, over and across the following described immovable property, at private sale:

> An undivided one-half right, title and interest in and to:
>
> A certain tract of land, together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana, and being shown on map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1,296.3 A. property of Dr. James C. Roberts composed of parts of Sections 6-8-9-10-13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions and being subject to such servitudes as is shown on said map.
>
> Said strip of land upon which said servitude is granted is more particularly described as follows: Beginning at the northeast corner of the tract of land owned by Grantors and hereinabove described, thence proceed in a general westerly direction along the northern property line of Grantors, a distance of 1,350 feet, more or less, to a point situated on the northern boundary of said tract; thence proceed north 79° 12' 28" east, a distance of 1,310 feet, more or less, to the Mississippi River; thence proceed northerly along the east line of Grantors' property, said line being the west bank of the Mississippi River, in a northerly direction, a distance of 288 feet, more or less, to the northeast corner of said tract and the point of beginning.

The consideration shall be the price of $14,518.00, less the prorata share of the expenses amounting to the sum of $1,000.00, or the net amount of $13,518.00, payable in cash upon execution of the servitude agreement, and said agreement to be in accordance with the terms and conditions of and in the form of a copy of said servitude agreement attached to the foregoing petition on file in these proceedings as an exhibit.

Signed in Chambers at New Roads, Louisiana, this 13th of February, 1979.

s/ Daniel P. Kimball
JUDGE

Attest a true copy
2-13-79
Date filed 2-13-79
J. M. Dazzan
Clerk of Court
Pointe Coupee Parish deputy
New Roads, Louisiana

TRULY RECORDED MAR 7, 1979, Barbara Laurent, Dy. Clerk #2

ENTRY NO. 100

523

R/W No. 77
Line No. 18
AFE No. 01-5940
Draft No. 10148, 10149, 1015
Rods 221 1510

BK 214 NO 100
RECEIVED & FILED
1981 SEP 10 AM 10:
I.G. GLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

SERVITUDE AND RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA,

PARISH OF POINTE COUPEE.

THIS AGREEMENT, made and entered into on this 31st day of July, 1981, by and between:

James C. Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts.

(hereinafter referred to as "GRANTOR," whether one or more);

a n d

TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation (hereinafter referred to as "GRANTEE");

W I T N E S S E T H :

GRANTOR, for and in consideration of the sum of One Hundred and no/100---------- DOLLARS ($100.00---------) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant to GRANTEE, its successors and assigns, a right of way, easement and servitude (hereinafter referred to as said "right of way") to be seventy-five feet (75') in width during construction (to be increased to afford the width necessary for a reasonable work area for any road, bayou, canal or stream crossing during the time of such work), but, after said pipeline has been constructed, the right of way shall revert to fifty feet (50') permanent use, for the purpose of using, maintaining, operating, patrolling, repairing, replacing, servicing, renewing and removing, in whole or in part, a single pipeline, not to exceed a nominal diameter of thirty inches (30"), together with the right to install, erect or connect any necessary fixtures, equipment and appurtenances to said pipeline, for the transportation of water, oil, gas petroleum products or any other liquids, gases or substances which can be transported through a pipeline on, over, under and through the following described property situated in Pointe Coupee Parish, Louisiana, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

The location and description of said right of way is shown on the attached plat marked for identification herewith as Exhibit "B" hereto.

Subject to the terms and conditions hereof, GRANTOR grants to GRANTEE, its successors and assigns, the said right of way above described as long as the same shall be used by GRANTEE for the purposes herein granted, together with the right of ingress, egress and regress only from the terminal ends of the right of way and said right of way itself over the property of GRANTOR for any and all purposes hereof and for any and all purposes incident to the rights and easements herein granted, with the right to maintain said right of way clear of trees, undergrowth, brush and other obstructions so as to prevent damage to or interference with the efficient operation and patrol of the pipeline and/or other structures permitted under this grant. This latter provision, however, shall not affect GRANTOR's right to conduct agricultural operations on said right of way. This grant or servitude does not include the use of any of the private roads of GRANTOR for construction or maintenance purposes, except by express permission of GRANTOR.

1. The pipeline constructed by GRANTEE across lands under cultivation shall be buried to such depth as will not interfere with cultivation, and there shall be a minimum of thirty-six inches (36") of earth cover between the surface of the land and the top of the pipe and a minimum depth of sixty inches (60") below the bottom of major canals or ditches, which will be specified by GRANTOR within twenty (20) days after granting of this right of way servitude. There shall be no above ground installations on the land, except for vents, markers and cathodic test leads.

2. GRANTEE shall be responsible to GRANTOR for all loss and damage caused to GRANTOR by the laying, maintaining, operating or removal of said pipeline or other facilities or in otherwise exercising the rights herein granted, including, but not by way of limitation, damage to buildings, crops, roads, fences, bridges, timber, drainage ditches, canals, cattle, horses and other livestock and other property or improvements of any nature or kind.

GRANTEE shall be responsible to GRANTOR's tenants, if any, for all loss or damage to timber and growing crops, cattle, horses and other livestock caused by the laying, maintaining, operating or removal of said pipeline or other facilities or in otherwise exercising the rights granted herein.

GRANTEE shall have the timber located in the right of way cruised, and the information obtained shall be furnished GRANTOR, who shall have thirty (30) days from receipt of the information to verify the figures. In the case of mature pecan trees which bear marketable fruit and which are located within the right of way, GRANTEE shall mark on a plat and designate the location and diameter of such pecan trees and shall provide a copy of the plat to GRANTOR. GRANTEE agrees to pay a reasonable price for the loss of any marketable fruit-bearing, mature pecan trees in the right of way.

3. If in the operations of said pipeline any brine or other product or material escapes from said line, GRANTEE shall be responsible not only for damages to existing agricultural crops and to other property of GRANTOR but shall also be responsible for the loss of all future crops which may result from the soil being thereby rendered unfit or adversely affected for crop production. Such damage shall be computed and paid annually during the entire period that the soil is so affected and shall be computed on the basis of the average yield and matured gross value, less reasonable expenses, of such crop produced on the remainder of GRANTOR's entire farm.

4. Subject to the servitudes herein granted, GRANTOR reserves the right to the use and enjoyment of said right of way, provided same shall not unduly interfere with the use and enjoyment thereof by GRANTEE for the purposes herein granted; and, except as hereinafter specifically provided, GRANTOR shall not erect over any pipeline of GRANTEE any structure, improvement, lake or pond which would interfere with the rights hereby granted, it being specifically understood that GRANTOR further reserves unto himself the following rights, provided that the exercise of such rights as hereinafter specified shall be in accordance with standard and accepted engineering practices and shall be in such manner as to not unreasonably interfere with the operations or maintenance of or endanger GRANTEE's pipelines and the exercise of which will be at no cost, risk or expense to GRANTEE:

(a) The right to cross either under or over, at GRANTEE's election, said pipeline with other pipelines and other utilities; provided, however, the plans and specifications for any such crossing shall be subject to the prior written approval of GRANTEE, which shall not be unreasonably withheld;

(b) The right to construct drainage ditches as may be necessary across the right of way at the point specified in accordance with paragraph 1 hereof and the right to clear and maintain existing drainage ditches across, over or alongside said pipeline;

(c) The right to conduct agricultural operations of any character over said pipeline, including planting, cultivation, pasturing, existing drainage, irrigation and harvesting of any and all agricultural crops; and

(d) The right to construct and maintain roads, a fence or fences across said right of way and to include said right of way within fences; provided, however, GRANTEE may remove any such fence or fences when it becomes necessary to do so in order to exercise any of the rights herein granted, in which event GRANTEE will restore same after completion of any such work.

Grantor agrees to give thirty (30) days notice to Grantee prior to conducting such activities except for those provided for in subparagraph (c).

5. If any railroad, highway, road, street or similar facility is constructed across said right of way and it thereby becomes necessary to encase, as required by a governmental body having jurisdiction, or to otherwise protect GRANTEE's pipeline, such encasement or other protective work shall be installed and performed by GRANTEE at no expense to GRANTOR; provided, however, if such facility is constructed by third parties (other than GRANTOR or GRANTOR's agents, heirs, successors, assigns or representatives), GRANTEE does not hereby surrender or waive any legal rights it may have at any time to claim against and collect the cost thereof from such third parties.

6. Except for damages for which GRANTOR has been specifically compensated pursuant to the terms hereof and/or for which GRANTEE has been specifically relieved of responsibility pursuant to the terms hereof, GRANTEE assumes all risks of and shall indemnify and save GRANTOR free and harmless of, from and against all claims, demands, actions or suits of whatsoever kind or nature for or on account of any loss, damage or injury to or by persons or property arising out of the exercise of the rights

granted herein and/or the laying, maintaining, operation of, changes in, alterations to or removal of GRANTEE's pipeline. GRANTOR shall not be liable for any damage or injury caused or sustained to the pipeline or for the loss of products therefrom as a result of GRANTOR's lawful and prudent operations on said property which are conducted in good faith.

7. If at any time after the installation of the pipeline GRANTOR is prevented from planting, cultivating or harvesting any agricultural crop or part thereof on any acreage above described resulting from GRANTEE's operations hereunder, GRANTEE shall be responsible for damages to such acreage which GRANTOR is actually prevented from cultivating to the same extent as though such crop had been destroyed.

8. Damages resulting from the destruction by GRANTEE of any agricultural crop of GRANTOR shall be computed on the basis of the gross value of the matured crop less reasonable expenses. In the case of sugar cane, the damages shall be computed on three crop years as to plant cane, two crop years as to first stubble and one crop year as to second year stubble, and there shall be assumed a yield per acre based on the yield per acre on GRANTOR's entire farm for the prior crop year, as per mutual agreement by both parties.

9. GRANTEE shall "double ditch" insofar as the right of way crosses land in cultivation. GRANTEE shall promptly refill all trenches or other excavations dug in connection with the construction, operation and maintenance of the pipeline and return all soil thereto without undue delay. GRANTEE shall firmly pack and level, to the level of the adjoining land, the dirt in such excavations over the pipeline and, at a later date, if required to do so by GRANTOR as a result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation. GRANTEE shall repair any roads, headlands, fences, bridges, ditches and canals which are damaged by GRANTEE's operations hereunder to at least as good a condition as existing prior to the work but only as to that portion thereof damaged by GRANTEE's operations. If any such roads, fences and bridges cannot be satisfactorily repaired, GRANTEE shall replace them to a condition as good as that which existed prior to GRANTEE's operations by which they were damaged.

10. If at any time after the original or any subsequent work by GRANTEE in the laying or maintaining of said pipeline or in the operations hereunder and, as a result thereof, any road, headland, ditch or canal settles, caves or sloughs or otherwise becomes out of repair, GRANTEE shall make the necessary repairs and restorations on receipt of written notice from GRANTOR and, in the absence of flood, strike, insurrection or other conditions completely beyond GRANTEE's control, shall commence such repair or restoration work within thirty (30) days after receipt of such notice from GRANTOR and shall prosecute such work with diligence after its commencement; provided that the commencement of such work within said thirty (30)-day period, or the failure to do so because of any such condition, shall not relieve GRANTEE of any damages which may be suffered by GRANTOR as a result of such settling, caving, sloughing or disrepair.

11. During any work performed by GRANTEE hereunder, it shall not interfere with the cultivation of the land or with drainage from or across GRANTOR's property and shall not obstruct any plantation road or headland for a longer period than absolutely necessary and shall, if requested by GRANTOR, provide temporary facilities in order that said road or headland may be used by GRANTOR. Because of adverse consequences resulting from any impeding of drainage of GRANTOR's crop land, no ditch or canal shall be left obstructed overnight. If any ditch or canal is so left obstructed and as a result thereof the drainage of water is actually impeded, GRANTOR may remove such obstruction, and GRANTEE shall be responsible for the cost thereof.

12. In the event insurance rates affecting fire, extended coverage or public liability insurance are increased above normal rates due to the existence of the pipeline facilities herein authorized, then GRANTEE will assume the payment of any such increase, but only to the extent of the difference between normal rates and such increased rate as may be the result of the installation and operation of said line. This provision is personal to Grantor.

13. In the event of the establishment and construction of any industrial or commercial plant on said property and such plant, due to war conditions and the possibility of sabotage, etc., makes rules and regulations as to the entrance to such plant site, then and in such event, if GRANTEE's pipeline will be located on any portion of any such plant site, GRANTEE agrees that it, its officers, agents, employees and licensees, will abide by the said rules and regulations of any such plant in effect governing the entrance to such plant site.

14. GRANTEE shall respect and not interfere with the use of all servitudes and rights of way presently existing on GRANTOR's land.

15. GRANTEE shall secure all necessary authorizations and permits for the construction of said pipeline, and the plans and specifications thereof shall be in accordance with sound engineering and safety principles.

16. All rights and privileges herein granted will cease and terminate and become reinvested in GRANTOR in the event of nonusage of the pipeline by GRANTEE thereof for a continuous period (notwithstanding any language herein to the contrary) of two (2) years.

17. The obligations and restrictions imposed on GRANTEE hereunder are not exclusive of any other obligations and restrictions which are now or may be hereafter imposed by law.

18. This grant is made without warranty, either express or implied, and without any recourse whatsoever.

19. GRANTEE shall have the right and option, but shall not be required, to remove the pipeline, fixtures, equipment and appurtenances placed on the above described property of GRANTOR pursuant to the terms of this agreement; except, if GRANTOR furnishes GRANTEE notice that the property is to be developed for residential, commercial or industrial use and if GRANTEE should thereafter elect to abandon or terminate use of the pipeline, which election to abandon or terminate the pipeline will be communicated to GRANTOR, then GRANTEE shall either remove the pipeline or otherwise perform such work on the pipeline short of removal so that the development of the property as contemplated herein will not be prevented by the existence of the pipeline; provided that such removal is accomplished prior to the termination of this agreement.

20. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this right of way, and the failure of any party named herein as GRANTOR to sign this right of way shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

21. Nothing herein shall be construed as a conveyance of any part of the mineral rights underlying the above described property. The exercise by GRANTEE of its rights hereunder shall not interfere with the exploration or drilling for or the development, production or marketing of oil, gas or

other minerals from GRANTOR's property, either by GRANTOR or under any existing or future oil gas or mineral leases.

22. Any notice or other communication given to or with respect to this right of way by GRANTOR to GRANTEE shall be given by registered mail or telegram addressed to GRANTEE at Post Office Box 2521, Houston, Texas, 77001, Attention: Rights of Way and Land Department.

23. GRANTEE may assign this agreement in whole or in part without GRANTOR's consent and this agrement shall extend to and be binding on the heirs, executors, administrators, successors, tenants and assigns of the parties hereto. Whenever the term GRANTOR or GRANTEE is used herein, it shall mean and apply, respectively, to GRANTOR's and GRANTEE's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this agreement is executed effective as of the date first above written.

WITNESSES:

Gladys Broussard
Gladys Broussard

Barbara Shaw
Barbara Shaw

James C. Roberts Jr.
James C. Roberts, Jr.
510 Court St.
New Roads, LA

Gladys Broussard
Gladys Broussard

Barbara Shaw
Barbara Shaw

William Seibert Roberts
William Seibert Roberts
Box 582
Ventress, LA

Gladys Broussard
Gladys Broussard

Barbara Shaw
Barbara Shaw

Joel Roberts Moseley
Joel Roberts Moseley
2657 E. Lake Shore Drive
Baton Rouge, LA

Gladys Broussard
Gladys Broussard

Barbara Shaw
Barbara Shaw

George Pitcher Roberts
George Pitcher Roberts
9545 Rainford Rd.
Baton Rouge, LA

(Signatures Continued)

WITNESSES: (Continued)

--GRANTOR

TEXAS EASTERN TRANSMISSION CORPORATION

By

--GRANTEE

STATE OF LOUISIANA,

PARISH OF POINTE COUPEE

Before me, the undersigned authority, on this day appeared Gladys Broussard who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein James C. Roberts, Jr., William Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts, in his presence and in the presence of the other subscribing witness on the date thereof.

Gladys Broussard
Gladys Broussard

Sworn to and subscribed before me this 31st day of July, A. D. 19 81.

Francis A. Smith, Jr.
Francis A. Smith, Jr.
Notary Public in and for
Pointe Coupee Parish, Louisiana

STATE OF TEXAS,

COUNTY OF HARRIS

On this 19th day of August, 19 81, before me appeared Paul A. McKim to me personally known, who being by me duly sworn, did say that he is the Vice President of Texas Eastern Transmission Corp. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Paul A. McKim acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this 19th day of August, A. D. 19 81.

Kelly J. McDonald
KELLY J. McDONALD Notary Public
Notary Public State of Texas
My Commission Expires June 18 1984

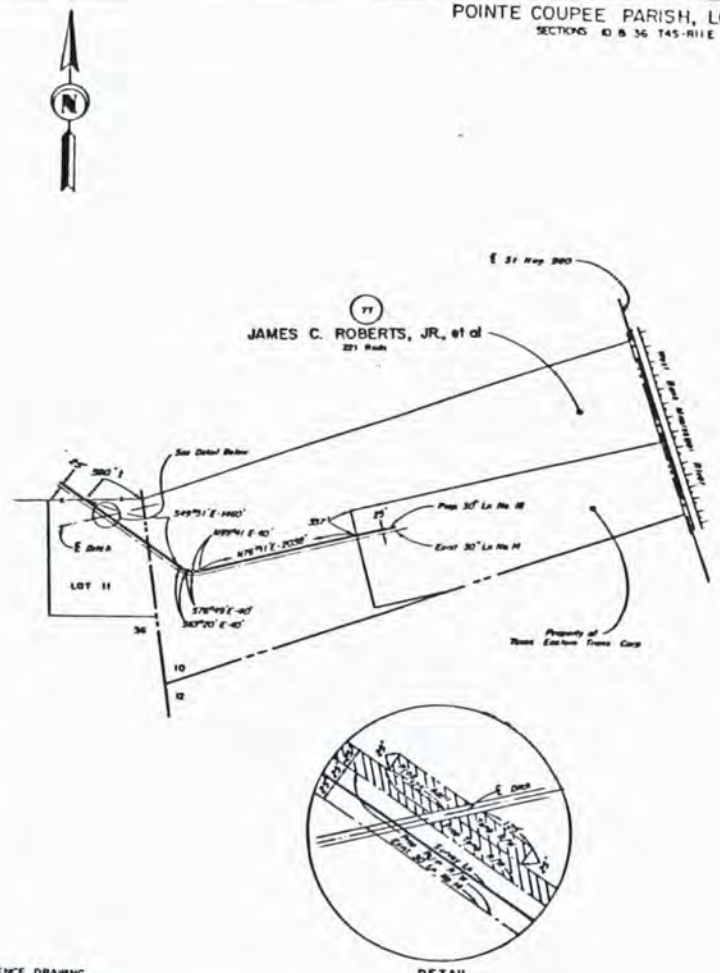
EXHIBIT A

A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, T4S, R11E, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Secs. 6-8-9-10-13 & 36 T4S-R11E Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map.

Less and except a 128 acre tract of land being a part of Sections 10 & 12, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana conveyed to Texas Eastern Corporation by deed recorded in Conveyance Book 66 Entry No. 40; and less and except two tracts of land, Parcels A and B, containing 32.994 acres being a part of Section 10, Township 4 south, Range 11 east, Pointe Coupee Parish, Louisiana conveyed to Texas Eastern Transmisision Corporation by deed recorded in Conveyance Book 75, Entry No. 165.

POINTE COUPEE PARISH, LOUISIANA

SECTIONS 10 & 36 T4S-R11E



REFERENCE DRAWING

TF-B-29048 (SHT. 39 of 40)

RIGHTS-OF-WAY DESCRIPTION

A permanent right-of-way fifty (50) feet in width over and across that certain tract or parcel of land situate in Pointe Coupee Parish, Louisiana. Said tract of land being parts of Sections 10 and 36, Township 4 South, Range 11 East of said Parish and State. The permanent right-of-way herein described being 25 feet in width on the northerly side and 25 feet in width on the southerly side of the following described centerline:

Beginning at a point in the north line of Lot 11 of the above described tract of land, said point being located approximately 580 feet westerly from the northeast corner of said Lot 11, said point also being located 25 feet northeasterly at a right angle from an existing 30" pipeline.

Thence parallel to said existing 30" pipeline and 25 feet therefrom, S49°51'E, 1460 feet to an angle point;

Thence S63°20'E, 40 feet to an angle point;

Thence S76°49'E, 40 feet to an angle point;

Thence N89°41'E, 40 feet to an angle point;

Thence N76°11'E, 2058 feet to the point of exit in an interior easterly line of said tract, said line being the most westerly line of two tracts of land conveyed to Texas Eastern Transmission Corporation totaling 151.03 acres of land, more or less. Said point being located 337 feet southeasterly along said line from the northwesterly corner of said Texas Eastern Transmission Corporation tract. Said permanent right-of-way containing 4.18 acres of land, more or less.

Also a temporary right-of-way 25 feet in width located parallel and adjacent to the northerly side of the above described permanent right-of-way. Said temporary right-of-way containing 2.09 acres of land, more or less.

Also an additional temporary right-of-way 25 feet in width extending 125 feet in length northwesterly from the northwesterly high bank and 125 feet in length southeasterly from the southeasterly high bank of a Ditch and being located parallel and adjacent to the northeasterly side of the above described temporary right-of-way.

EXHIBIT B

TEXAS EASTERN TRANSMISSION CORPORATION

ENGINEERING SERVICES DIVISION HOUSTON TEXAS

PROPOSED 30" PIPELINE NO. 18 CROSSING

JAMES C. ROBERTS, JR., et al, TR. 77

SEC. 10 & 36 T4S-R11E POINTE COUPEE PARISH, LOUISIANA

DRAWN BY MSG	DATE 12-10-80	APPROVED BY	DATE
CHECKED BY J.L.J.	DATE 12-17-	APPROVED BY	DATE
APPROVED BY	DATE	APPROVED BY	
APPROVED BY	DATE		
JOB 4171	SCALE 1" = 1000'	TC-R-29241	

REVISION BY DATE

SERVITUDE AND RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

TRACT NO. WNR-14

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter called GRANTOR, whether one or more, for and in consideration of TEN and NO/100 ($10.00/OVC) DOLLARS, and other good and valuable consideration in hand paid, receipt which is hereby acknowledged, does hereby grant, bargain and convey unto, POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION, an electric cooperative, non-profit membership corporation, whose Post Office address is P. O. Box 160, New Roads, Louisiana 70760, hereinafter referred to as GRANTEE, and its successors and assigns, a servitude and right of way for the transmission of electricity, electric energy and power for any and all purposes for which electricity, electric energy and power is now or may hereafter be used; said servitude being SEE ATTACHED PLAT) feet in width upon, over and across GRANTOR'S property; to enter upon, to erect, construct, maintain, inspect, operate, replace, remove, repair and patrol one (1) single line of wood or metal structures for one or more circuits which may be erected simultaneously or at some future time, with necessary or convenient towers, frames, poles, wires, conduits, guys and anchors, fixtures and appliances, protective wires and associated appurtenances in connection there with, on, over, across and through the following described real property situated in said State and Parish and more particularly described as follows, to-wit:

TOWNSHIP 4 SOUTH - RANGE 11 EAST

SECTIONS 10, 11, 12, 13, 14 & 36

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, known as "The Waterloo" containing 758.25 acres, more or less, and being all of Sections 12 and 13 and the lower portion of Section 10, Section 11 and lots 11, 12, 13, 14, 15, 16, 17 and 18 of Section 36, T4S, R11E and bounded now or formerly as follows: North by William S. Roberts, South by Terrance Samson, et al, East by Mississippi River and West by William A. Thompson, et al.

GRANTOR further grants unto GRANTEE, its successors and assigns, the right from time to time to cut, trim, maintain and control the growth of, by machinery or otherwise, trees and shrubbery within the servitude granted herein, and to cut or remove all dead, weak or dangerously leaning trees and limbs which are within falling distance into GRANTEE'S electric facilities, without further payment.

GRANTOR reserves the right to use for their own purposes all land within the aforesaid right of way so long as such use does not interfere with the right herein granted. An example of such useage, but not necessarily limited thereto, would be for farming and/or grazing. However, GRANTOR shall not erect or locate or permit the erection or location of any structure or object of any kind within or upon aforesaid right of way, but roads and fences are permitted.

GRANTEE shall have all other rights and benefits necessary, incident to or convenient for the full enjoyment of the use of the servitude and right of way herein granted, including but not limited to, the right of ingress and egress to and from the servitude and right of way herein granted. Access of Grantee is limited to the terminal ends of the right-of-way unless prior written consent of Grantor is obtained.

GRANTEE shall hold and save GRANTOR harmless from and shall indemnify GRANTOR against loss or damage of any kind, resulting in any way from injury to persons, including death, or damage to property, arising out of erection, operation, maintenance or removal of said electric lines or transmission lines; except, however, GRANTEE shall have no liability and shall not be responsible for any personal injuries, death or property damage arising out of or resulting from negligence of GRANTOR.

The parties agree that the within instrument may be executed in multiple original counterparts, the recording of which together shall constitute but one instrument. The failure of any party owning an interest in said property to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart thereof.

This right of way does not convey any interest whatsoever in any oil, gas or other minerals in, on or under the above described property.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the presence of the undersigned competent witnesses as of this 26 day of October, 19 84, which shall be the effective date of this instrument.

WITNESSES:

Cynthia Conquerdler
Barbara Shaw
Cynthia Conquerdler
Barbara Shaw
Cynthia Conquerdler
Barbara Shaw
Cynthia Conquerdler
Barbara Shaw
Cynthia Conquerdler
Barbara Shaw

GRANTOR(S):

William Seibert Roberts
WILLIAM SEIBERT ROBERTS

Joel Roberts Moseley
JOEL ROBERTS MOSELEY

George Pitcher Roberts
GEORGE PITCHER ROBERTS

F. E. & G. Inc.
F. E. & G., INC.
BY: Mescal Brown
MESCAL BROWN, President

WITNESSES:

John C. Sutherlin
John F. Marder

POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION
BY: J M Holloway

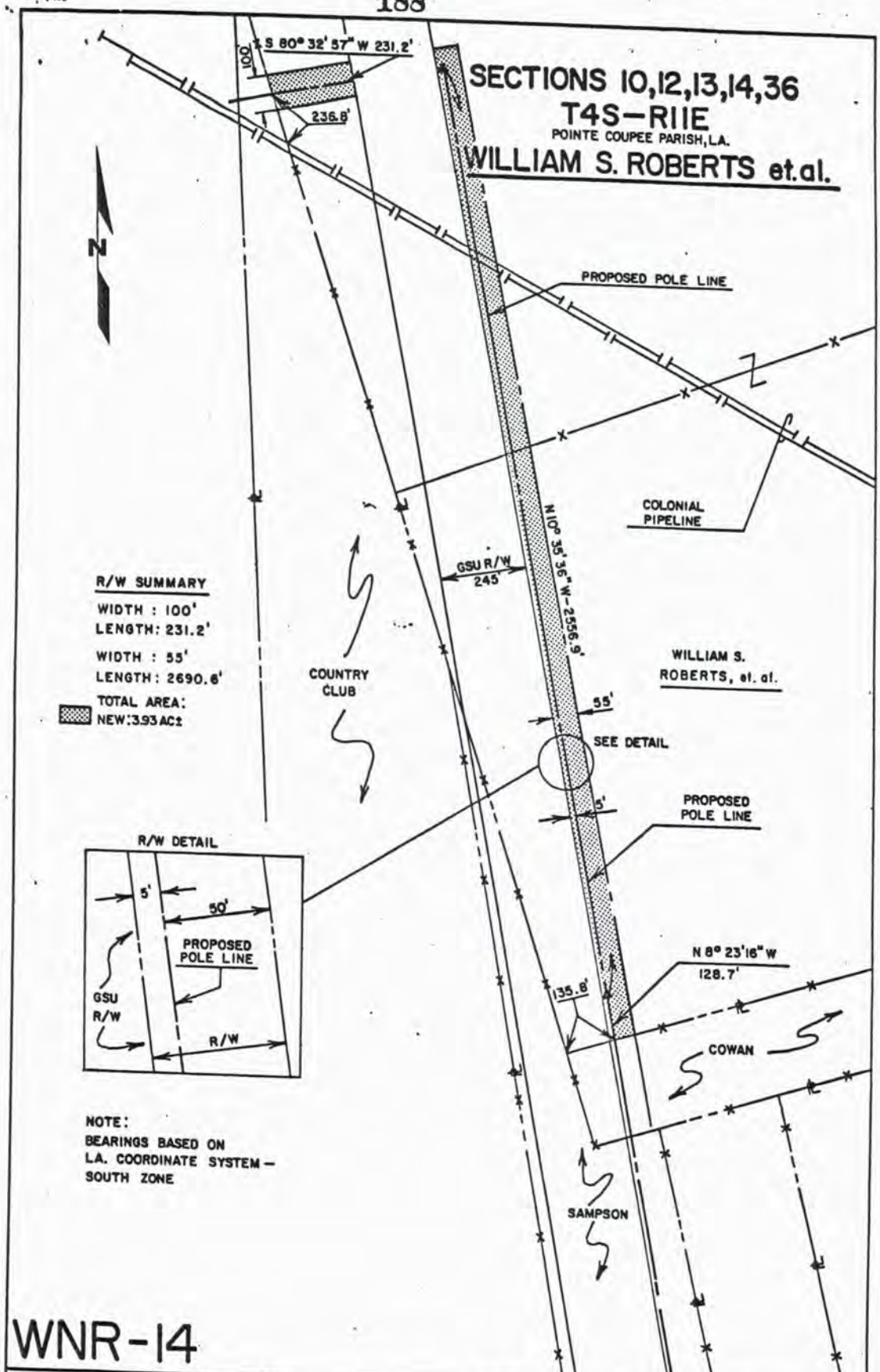
STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned Notary Public, personally came and appeared Barbara Shaw one of the subscribing witnesses to the foregoing instrument, who being first duly sworn says that he/she subscribed his/her name to the foregoing instrument as a subscribing witness and that he/she saw WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY and GEORGE PITCHER ROBERTS GRANTOR(S) sign said instrument as their own voluntary act and deed, and that he/she, the undersigned, subscribed his/her name to the instrument at the same time as a subscribing witness.

Sworn to and subscribed before me this 26 day of October, 19 84.

Frank Smith Jr.
NOTARY PUBLIC

Barbara Shaw



BARBAY ENGINEERS, INC.
CONSULTING ENGINEERS
BATON ROUGE, LOUISIANA

WATERLOO TO NEW ROADS
TRANSMISSION LINE
POINTE COUPEE ELECTRIC
MEMBERSHIP CORPORATION

No.	Date	By	Revision
1	3/25/83	CAJ	CHANGED ROUTE
2	7/19/83	CAJ	DELETED OVERLAP

Drawn By CWG	Scale 1" = 300'	Proj. No. 466 DD
Appr. By LGL	Date 02-24-83	Drawg. No. WNR — 14

STATE OF LOUISIANA)
PARISH OF POINTE COUPEE)

On this 26 day of October, 19 84 before me, Notary Public, appeared MESCAL BROWN to me personally known, who being by me duly sworn, did say that he/she is the President of F. E. & G., INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said MESCAL BROWN acknoledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this 26 day of October, 19 84.

, Notary Public

STATE OF LOUISIANA)
PARISH OF POINTE COUPEE)

On this 12TH day of NOVEMBER, 19 84, before me, Notary Public, appeared JAMES M. HOLLOWAY to me personally known, who being by me duly sworn, did say that he is the President of POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said JAMES M. HOLLOWAY acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this 12TH day of NOVEMBER, 19 84.

David W. Bergen
, Notary Public

TRULY RECORDED NOVEMBER 12, 1984, GERALDINE M. SMITH, DY CLERK

Mortgages

Should herein mentioned presented to the maker paid its mortgage is cancelled 6-9-89

ENTRY NO. 74

Form 1

MORTGAGE

JOEL ROBERTS MOSELEY and
E. DONALD MOSELEY

TO

FUTURE HOLDER OR HOLDERS

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN, That on this 2nd day of January, in the year one thousand nine hundred and eighty-eight (1988), BEFORE ME,

A Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

CERT

JOEL ROBERTS MOSELEY, born Roberts, married but once and then to E. Donald Moseley, with whom she resides, and the said E. DONALD MOSELEY, residents of and

RECEIVED & FILED
1988 JAN 25 PM 2:07
I.G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Domiciled in Parish of East Baton Rouge, State of Louisiana, and whose permanent mailing address is declared to be 2657 Lakeshore Drive, Baton Rouge, Louisiana, 70808, hereinafter designated as "Mortgagor," who declared and acknowledged that mortgagor is justly and truly indebted in solido unto the future holder or holders of the promissory note hereinafter mentioned and described, herein represented by H. Patrick Witty, appearing herein merely for the purpose of accepting this mortgage and for the use and benefit of the future holder or holders of said note,

domiciled in Parish of Pointe Coupee, State of Louisiana, and whose permanent mailing address is declared to be New Roads, Louisiana,

hereinafter designated as "Mortgagee," in the full, just and true sum of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00),

in representation whereof, said mortgagor has made and subscribed their one (1) certain in solido promissory note dated this day to the order of "Bearer" for said principal sum of Forty thousand and no/100 Dollars ($40,000.00), payable at Bank of New Roads, New Roads, La., payable On Demand, said note stipulating to bear interest at the rate of eighteen per centum (18%) per annum from date until paid, and providing for the payment of attorney's fees of twenty-five per centum (25%) on the aggregate of the principal and interest due on said note in the event same is not paid at maturity and is placed in the hands of an attorney at law for collection or suit,

Which said note after having been duly paraphed "Ne varietur" by me, said Notary, for identification herewith was delivered to said mortgagee, here present acknowledging receipt thereof and accepting these presents.

And the said mortgagor further declared that said mortgagor does by these presents bind and obligate said mortgagor to pay and reimburse all lawyers' and attorneys' fees, together with all such costs, charges and expenses as the present or any future holder or holders of said note or notes shall or may incur or pay in the event of the non-payment of note or notes at maturity, or in case it should become necessary to place said note or notes in the hands of an attorney-at-law for collection, suit or otherwise, said attorney's fees to be fixed at 25% per cent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said indebtedness in capital and interest, together with all costs, including the attorney's fees herein stipulated, the said mortgagor does by these presents specially mortgage and hypothecate unto the said mortgagee and such person or persons who may eventually be the holder or holders of said promissory note or notes, the following described property, to-wit:

All of the interest of mortgagor, Joel Roberts Moseley, being an undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4, containing 270.236 acres, on plat of survey and subdivision entitled "Map showing subdivision of GREEN ACRES FARM, Being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts located in Sections 6, 8, 9, 10, 12, 13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi River, Pointe Coupee Parish, Louisiana," made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to and recorded with Act of Partition among William Seibert Roberts et al, dated July 24, 1987, filed and recorded under Entry No. 13 of Conveyance Book 316 (See also Map Book 4, No. 986) of the records of Pointe Coupee Parish, Louisiana, reference being made thereto for greater certainty of description.

Said Tract 4, containing 270.236 acres, as aforesaid, fronts on the Mississippi River, and includes the batture in front thereof, containing an additional 34 acres, more or less, all as shown on said plat, and is bounded as follows: On the East by the Mississippi River, on the West in part by property of Bennett, in part by property of Langlois, and in part by property of William Seibert Roberts, on the North by property of Cajun Electric Power Cooperative, Inc. and on the South by Tract 3BN of said plat, all as is shown on said plat.

Said Tract 4 contains the acreage, and has the dimensions, and the bearings and distances as set forth on said plat of survey, all as shown and designated thereon, to which survey reference is herein made for greater certainty of description.

Said tract is further subject to the rights of way and servitudes shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Being a portion of the same property acquired by mortgagor, Joel Roberts Moseley, in the Act of Partition referred to above.

It is expressly agreed and understood by and between the parties hereto that part of the consideration for extending the indebtedness secured by this mortgage and/or by the pledge of the promissory note hereinabove described is that the hereinabove described property may not be sold or otherwise voluntarily transferred, and that an additional security interest may not voluntarily be placed upon the mortgaged property without the prior written consent of Mortgagee. Any such unauthorized sale, transfer or creation of an additional security interest shall constitute a breach of this mortgage which will entitle Mortgagee to immediately seize and sell the mortgaged property in accordance with applicable law and the terms of this instrument. Mortgagee may condition its consent to allow Mortgagor to sell or transfer the mortgaged property with assumption of this mortgage upon the approval of the creditworthiness of purchaser, and further upon the payment of an assumption fee and an increase in the rate of interest under any loan secured by this mortgage, as may be required by Mortgagee in its sole discretion.

The said property so to remain mortgaged and hypothecated until the full and final payment of the aforesaid indebtedness in capital and eventual interest, it being agreed and stipulated that same shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event of said indebtedness, or any part thereof, not being punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable cash; the said mortgagor hereby confessing judgment in favor of said mortgagee and such person or persons who may be the owner or owners of said indebtedness, for the full amount thereof, capital and interest, together with all costs, including the attorney's fees herein stipulated. The said mortgagor further expressly waives the citation and all notices and delays, including the three (3) day notice provided by article 2639 of the Code of Civil Procedure; the said mortgagor further waives and renounces all and every appraisement and the benefit of appraisement and all laws relating to the appraisement of property seized and sold under executory or any other legal process.

The mortgagor shall pay all taxes assessed, or that may be assessed against the property herein mortgaged, promptly and before they become delinquent, and until the payment of all such indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire ~~to the extent xxxx~~ and other hazards, casualties and contingencies in such amounts and for such period as may be required by mortgagee herein and the future holder or holders of said promissory note, in ~~Dollars in~~ good and solvent insurance companies, and until the payment of all said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to present mortgagee, or any future owner or owners of said indebtedness, in default whereof, the said mortgagee, or any future owner or owners of said indebtedness, is hereby authorized at his option, to pay said taxes, at the cost and expense of the said mortgagor, and hereby becomes subrogated to all the rights and privileges of the governmental authorities to whom said taxes were due, and to have such insurance made and effective at the cost and expense of the said mortgagor, and it is agreed and stipulated that all sums so expended in paying said taxes and in effecting and keeping in force said insurance shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement, and be further secured by the mortgage herein granted to the additional amount of Four thousand and no/100 Dollars ($4,000.00).

It is agreed that in case the mortgagor shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the mortgagor to have the mortgagor adjudged an involuntary bankrupt, or proceedings be taken against the mortgagor looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case the mortgagor should fail to pay said indebtedness, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force said insurance, or to transfer and deliver said policies, as herein provided, then, and in any of said events, all said indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

[redacted]

MORTGAGORS [redacted] declared that they do expressly waive and renounce in favor of the holder of the note any homestead exemption or claim thereto which they or either of them may be entitled under the Constitution and laws of the State of Louisiana.

Whenever the word "mortgagor" is used in this act, it shall be construed to include "mortgagors," and whenever the word "mortgagee" is used, it shall be construed to include "mortgagees."

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

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by the consent of the parties hereto.

Thus done, read, and passed at my office, in City of New Roads, Parish and State aforesaid, in the presence of Pauline R. Morgan and Ann G. Guidroz, competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, month, and year first above written.

Witnesses:

Pauline R. Morgan

Ann G. Guidroz

Joel Roberts Moseley

E. Donald Moseley

FUTURE HOLDERS

By: H. Patrick Nitty

NOTARY PUBLIC

(Francis A. Smith, Jr.)

TRULY RECORDED JANUARY 25, 1988, BARBARA L. LAURENT, DY CLERK

Original No. Bundle No.

MORTGAGE

TO

Filed for Record _____ 19

at _____ o'clock ____ M.

Clerk and Recorder

PRINTED AND FOR SALE BY, FRANKLIN PRESS, INC. 1301 HIGHLAND RD., BATON ROUGE, LA.

Form 1

ENTRY NO. 212

By virtue of authority filed, this date and recorded in MB 286, Entry No. 123, with original note attached to this mtge. is hereby cancelled. M. Parks Clerk

MB BK 217 NO 212.

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

1993 JUN -9 PM 4:04

CLERK OF COURT & RECORDER PARISH OF POINTE COUPEE

COLLATERAL MORTGAGE

10/19/00

BE IT KNOWN, that on this 30th day of May in the year one thousand nine hundred and eighty-nine (1989), before me, the undersigned Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

JOEL ROBERTS MOSELEY, born Roberts, a person of the full age of majority, who declared that she has been married but once and then to E. Donald Moseley, with whom she resides in the Parish of East Baton Rouge, State of Louisiana, whose permanent mailing address is declared to be: 455 Shadylake Place, Baton Rouge, LA 70810,

hereinafter designated as "MORTGAGOR,"

who declared and acknowledged that Mortgagor is justly and truly indebted unto the future holder or holders of the promissory note hereinafter mentioned and described, herein represented by Eloise D. Purpera, who is appearing herein merely for the purpose of accepting this mortgage and for the use and benefit of the future holder or holders of said note, domiciled in the Parish of Pointe Coupee, State of Louisiana, and whose permanent mailing address is declared to be New Roads, Louisiana 70760, hereinafter designated as "MORTGAGEE," in the full, just and true sum of FORTY THOUSAND AND NO/100THS ($40,000.00) DOLLARS, in representation whereof, said Mortgagor has made and subscribed her one (1) certain promissory note dated this day to the order of "Bearer", for said principal sum of $40,000.00, payable at Bank of New Roads, New Roads, Louisiana, payable On Demand, said note stipulating to bear interest at the rate of eighteen (18%) per centum per annum from date until paid, and said note providing for the payment of attorney's fees of twenty-five (25%) per centum on the aggregate of the principal and interest due on said note in the event same is not paid at maturity and is placed in the hands of an attorney at law for collection or suit, which said note after having been duly paraphed "Ne varietur" by me, Notary, for identification herewith was delivered to said Mortgagee, here present acknowledging receipt thereof and accepting these presents.

And the said Mortgagor further declared that she does by these presents bind and obligate herself to pay and reimburse all lawyer's and attorney's fees, together with all such costs, charges and expenses as the present or any future holder or holders of said note shall or may incur or pay in the event of the non-payment of said note at maturity, or in case it should become necessary to place said note in the hands of an attorney-at-law for collection, suit or otherwise, said attorney's fees to be fixed at twenty-five (25%) percent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said indebtedness in principal and interest, together with all costs including the attorney's fees herein stipulated, the said Mortgagor does by these presents specially mortgage and hypothecate unto the said Mortgagee and such person or persons who may eventually be the holder or holders of said promissory note the following described property, to-wit:

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a

Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 333 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan;

South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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

It is expressly agreed and understood by and between the parties hereto that part of the consideration for extending the indebtedness secured by this mortgage and/or by the pledge of the promissory note hereinabove described is that the hereinabove described property may not be sold or otherwise voluntarily transferred, and that an additional security interest may not voluntarily be placed upon the mortgaged property without the prior written consent of Mortgagee. Any such unauthorized sale, transfer or creation of an additional security interest shall constitute a breach of this mortgage which will entitle Mortgagee to immediately seize and sell the mortgaged property in accordance with applicable law and the terms of this instrument. Mortgagee may condition its consent to allow said Mortgagor to sell or transfer the mortgaged property with assumption of this mortgage upon the approval of the creditworthiness of purchaser, and further upon the payment of an assumption fee and an increase in the rate of interest under any loan secured by this mortgage, as may be required by Mortgagee in its sole discretion.

Mortgagor further declared that this mortgage and the note herein secured are executed for collateral security purposes, and the payment of any indebtedness collaterally secured by said note and the within mortgage shall not have the effect of extinguishing said collateral note and mortgage.

The said property so to remain mortgaged and hypothecated until the full and final payment of the aforesaid indebtedness in capital and eventual interest, it being agreed and stipulated that same shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event of said indebtedness, or any part thereof, not being punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable cash; the said Mortgagor hereby confessing judgment in favor of said Mortgagee and such person or persons who may be the owner or owners of said indebtedness, for the full amount thereof, capital and interest, together with all costs, including the attorney's fees herein stipulated. The said Mortgagor further expressly waives the citation and all notices and delays, including the three (3) day notice provided by Article 2639 of the Code of Civil Procedure; the said Mortgagor further waives and renounces all and every appraisement and the benefit of appraisement and all laws relating to the appraisement of property seized and sold under executory or any other legal process.

The Mortgagor shall pay all taxes assessed, or that may be assessed against the property herein mortgaged, promptly and before they become delinquent, and until the payment of all such indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such period as may be required by

Mortgagee herein and the future holder or holders of said promissory note, in good and solvent insurance companies, and until the payment of all said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to the present Mortgagee, or any future owner or owners of said indebtedness, in default whereof, the said Mortgagee, or any future owner or owners of said indebtedness, is hereby authorized at his option, to pay said taxes, at the cost and expense of the said Mortgagor, and hereby becomes subrogated to all the rights and privileges of the governmental authorities to whom said taxes were due, and to have such insurance made and effective at the cost and expense of the said Mortgagor, and it is agreed and stipulated that all sums so expended in paying said taxes and in effecting and keeping in force said insurance shall bear interest at the rate of ten (10%) percent per annum from date of disbursement, and shall be secured by the mortgage herein granted up to the additional amount of FOUR THOUSAND AND NO/100THS ($4,000.00) DOLLARS.

It is agreed that in case the Mortgagor shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the Mortgagor to have the Mortgagor adjudged an involuntary bankrupt, or proceedings be taken against the Mortgagor looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case the Mortgagor shall fail to pay said indebtedness, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force said insurance or to transfer and deliver said policies, as herein provided, then and in any of said events, all said indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible. The holder of said note shall be allowed to charge and collect all interest due on arrearages in the event of any bankruptcy proceedings.

Each Mortgagor herein named declares that he does expressly waive and renounce in favor of the holder of the note any homestead exemption or claim thereto which he may be entitled under the Constitution and laws of the State of Louisiana.

Whenever the word "Mortgagor" is used in this act, it shall be construed to include "Mortgagors" and whenever the word "Mortgagee" is used, it shall be construed to include "Mortgagees."

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

No title opinion was requested of, or furnished by, the undersigned Notary, and the parties hereto relieve and exonerate said Notary from any and all liability for any and all claims which may arise in connection with the validity or merchantability thereof.

THUS DONE AND PASSED at my office, in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, on the day, month and year first above written.

WITNESSES:

Joel Roberts Moseley

Joel Roberts Moseley

Gladys Braussard

FUTURE HOLDER OR HOLDERS

By: Elmise O. Pierpera

Notary Public

TRULY RECORDED JUNE 9, 1989, KATHRYN O. LEONARD, DY CLERK

Initial

REQUEST FOR CANCELLATION OF MORTGAGE

TO: Clerk and Recorder
Pointe Coupee Parish, Louisiana

The undersigned requests that you cancel the inscription of that certain act of mortgage granted by Joel Roberts Moseley, dated May 30, 1989, and recorded in the official mortgage records of Pointe Coupee Parish, Louisiana, as mortgage book 197 of number 212, affecting the following described immovable property (which is more fully described in said act):

SEE LEGAL DESCRIPTION ATTACHED

Presented herewith is the note secured by the mortgage described above. The note is described as follows:

Dated: May 30, 1989 Face Amount of Note: $40,000.00
Payable to the order of: Bank of New Roads, New Roads, Louisiana
Made by: Joel Roberts Moseley
If paraphed, name of notary: Frank Samuel, Jr.

This request has been signed on this 18 day of Oct 2000.

MB BK 286 NO 123
RECEIVED & FILED
'00 OCT 19 AM 11 51
LANE [illegible]
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Mark D. Mese
(Signature of person making request)

Mark D. Mese

Mailing address:

Mark D. Mese
KEAN, MILLER, HAWTHORNE, D'ARMOND,
McCOWAN & JARMAN, L.L.P.
P.O. BOX 3513
BATON ROUGE, LA 70821-3513
Telephone: (225) 387-0999

****

CANCELLATION

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

As the note described above has been received with and is attached to the foregoing request, the inscription of the mortgage described above, mortgage book 197 number 212, is hereby CANCELLED.

New Roads, Louisiana, this _____ day of _____, 2000.

I. G. OLINDE, Clerk and Recorder

By: _____
Deputy Clerk and Recorder

Preliminary Approval:

_____

464772_1

LEGAL DESCRIPTION

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a

Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 358 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan;

South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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

STATE OF LOUISIANA

$ 40,000.00 Parish of Pointe Coupee, May 30th, 19 89

In ONE (1) installments, as follows:

ON DEMAND

PAID

I promise to pay to the order of "Bearer"

at Bank of New Roads, New Roads, Louisiana,

the sum of FORTY THOUSAND AND NO/100THS ($40,000.00)------DOLLARS

for value received with interest at the rate of eighteen (18 %) per centum per annum thereon from date until paid; interest payable on demand

Signed for identification with an act of Real Mortgage passed before me, the Parish of Pointe Coupee State of Louisiana, 30th day of May 1989

Notary Public

and in the event any installment of this note, or the interest on this note, is not promptly paid when due, all remaining installments shall, at the option of the holder or holders of this note, without formally putting in default, become immediately due and eligible, provided that failure to exercise this right upon any default shall not bar or abridge the right to exercise it upon any subsequent default, and if placed in the hands of an attorney at law for collection or suit twenty-five per centum additional on the amount of both principal and interest shall be paid as attorney's fees. The makers, endorsers and sureties severally waive presentment for payment, demand, protest, notice of protest, and notice of non-payment, and consent to any and all extensions of payment.

Joel Roberts Moseley

Joel Roberts Moseley

482

Expropriations

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT	NUMBER 15,943-A
	18TH JUDICIAL DISTRICT COURT
VS.	PARISH OF POINTE COUPEE
SUCCESSION OF BERTHA SEIBERT ROBERTS, ET AL	STATE OF LOUISIANA

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the State of Louisiana, Department of Transportation and Development, do deposit in the registry of this court, for the use and benefit of the person or persons entitled thereto, the sum of Eight Thousand One Hundred Ninety-Three and No/100 Dollars ($8,193.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, as Parcel Nos. 3-1, 4-1, 4-2, & 5-1 together with all the improvements situated wholly or partially thereon, subject to the reservation in perpetuity in favor of THE SUCCESSION OF BERTHA SEIBERT ROBERTS through MILTON T. COVINGTON, JAMES CLEVELAND ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY and GEORGE PITCHER ROBERTS of all oil, gas or other minerals located under the property described below or the royalties therefrom, in accordance with law, and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, a permanent servitude of drainage on, over, and across the property described below as Parcel No. 4-2-D-1 are expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

> Five (5) certain tracts or parcels of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise apper-

CB 170 42

taining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 6, 8, 10, & 13, Township 4 South, Range 11 East, Southeastern Land District, identified as Parcel Nos. 3-1, 4-1, 4-2, 5-1, & 4-2-D-1, on a white print of a plat of survey, consisting of Sheets No. 2,3,4,5, & 6, made by Philip G. Holland, Registered Land Surveyor, dated February 3, 1978, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described, in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 3-1:

Being all that portion of defendants' property lying within 75.00 feet to the left or westerly side of the surveyed project centerline, extending from defendants' southerly property line, which line when projected in an easterly direction intersects said project centerline at approximate Highway Survey Station 139+39.6 gradually increasing to a width of 80.00 feet from surveyed project centerline at approximate Highway Survey Station 140+37.98 continuing at said width of 80.00 feet to approximate Highway Survey Station 141+31.81; thence decreasing width to be coincidental with the existing right of way line at approximate Highway Survey Station 143+00, said area containing 0.16 of an acre, more or less.

PARCEL NO. 4-1:

Being all that portion of defendants' property lying within 55.00 feet to the left or westerly side of the surveyed project centerline, extending from the defendants' southerly property line, which line when projected in an easterly direction intersects said project centerline at approximate Highway Survey Station 184+80.8, said point being 55.00 feet from surveyed project centerline, continuing at said width of 55.00 feet to the southerly line of Gulf States Utilities Company servitude which line when projected in an easterly direction intersects the project centerline at approximate Highway Survey Station 190+42.5, said area containing 0.07 of an acre, more or less.

PARCEL NO. 4-2:

Being all that portion of defendants' property lying within 55.00 feet to the left or westerly side of the surveyed project centerline extending from approximate Highway Survey Station 190+42.5 to defendants' northerly property line, which line

when projected in an easterly direction intersects the said centerline at approximate Highway Survey Station 192+35.0 and containing 0.015 of an acre, more or less.

PARCEL NO. 5-1:

Being all that portion of defendants' property lying within 52.00 feet to the left or westerly side of the surveyed project centerline, extending from defendants' southerly property line, which line when projected in an easterly direction intersects said project centerline at approximate Highway Survey Station 205+62.1; thence proceeding in a northerly direction gradually increasing in width to 55.00 feet at Highway Survey Station 207+00; thence continuing at said width of 55.00 feet to approximate Highway Survey Station 213+00; thence continuing in a northerly direction increasing to a width of 60.00 feet opposite Highway Survey Station 214+00; thence continuing in a northerly direction at a constant width of 60.00 feet to Highway Survey Station 222+00; thence gradually decreasing to a width of 55.00 feet; at approximate Highway Survey Station 223+00; thence continuing in a northerly direction at a constant width of 55.00 feet to defendants' northerly property, the extension of which intersects the said centerline at Highway Survey Station 236+61.5 and also being all that portion of defendants' property lying to the right of the surveyed centerline, said tract contains an area of 3.74 acres, more or less.

REQUIRED FOR PERMANENT SERVITUDE OF DRAINAGE

PARCEL NO. 4-2-D-1:

Being all that portion of defendants' property lying within 355.00 feet to the left or westerly side of the surveyed project centerline extending from approximate Highway Survey Station 192+08.64 to defendants' northerly property the extension of which intersects approximate Highway Survey Station 192+35.00, and containing 0.16 of an acre, more or less.

Being portions of defendants' property acquired By Judgment of Possession recorded June 19, 1972, in COB 105, Folio 28 of the Conveyance Records of Pointe Coupee Parish, State of Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendants, THE SUCCESSION OF BERTHA SEIBERT ROBERTS through MILTON T.

COVINGTON, JAMES CLEVELAND ROBERTS, JR., WILLIAM SEIBERT ROBERTS, JOEL ROBERTS MOSELEY and GEORGE PITCHER ROBERTS, vacate the above described property and surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated compensation in the registry of this court.

New Roads, Louisiana, this 11th day of September, 1979.

JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT

RECEIVED & FILED
79 SEP 11 AM 9 26
CLERK OF COURT

TRULY RECORDED SEP 11, 1979, Lorraine Major, Dy. Clerk

POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION

VERSUS

WILLIAM SIEBERT ROBERTS, ET AL

SCANNED

FEB - 9 2015

NUMBER 20,409 DIVISION B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PETITION FOR EXPROPRIATION
OF SERVITUDE OR RIGHT-OF-WAY

The petition of Pointe Coupee Electric Membership Corporation, a Louisiana non-profit membership corporation, domiciled in the Parish of Pointe Coupee, with its principal place of business at 2506 False River Drive, New Roads, Louisiana, hereinafter referred to as "Petitioner", respectfully represents as follows:

1.

Petitioner is an electric cooperative, non-profit membership corporation, organized under Louisiana Revised Statutes 12:401, et seq., and is engaged in the business of transmitting and distributing electricity for power, lighting, heating, or other such uses in certain parishes in the State of Louisiana, including the Parish of Pointe Coupee.

2.

The defendant, William Siebert Roberts, is domiciled in the Parish of Pointe Coupee, State of Louisiana; the defendants, Joel Roberts Mosely and George Pitcher Roberts, are domiciled in the Parish of East Baton Rouge, Louisiana; defendant, F.E.& G. is a Louisiana corporation, domiciled in the Parish of Pointe Coupee, Louisiana; and the immovable property in this proceeding is situated in the Parish of Pointe Coupee, State of Louisiana.

3.

By reason of the purpose of its formation and creation and its status and operations as a supplier or distributor of electrical energy, petitioner is entitled to expropriate needed property under the laws of the State of Louisiana, and particularly under the provisions of Louisiana Revised Statutes 12:403 (12) and Louisiana Revised Statutes 19:2 (7).

4.

Petitioner is engaged in the construction of certain transmission,

distribution and substation facilities in Pointe Coupee Parish, Louisiana, which facilities are needed for the transmission and distribution of electricity to certain areas within said parish. Petitioner, through its agents and employees, informed defendants that it will presently construct a 69-KV transmission line and that said transmission line has now become necessary because of increase in loads and based on system studies conducted by petitioner.

5.

The route of said transmission and distribution facilities and the needed servitude in connection therewith have been selected, determined, surveyed, and located after careful consideration of the fulfillment of the requirements of LSA-R.S. 19:2 (7) and pursuant to expert engineering advice. Petitioner specifically alleges that consideration of the convenience of the landowners was taken into account. Further, petitioner alleges that said transmission line along defendants' property will be so located, constructed, operated and maintained as not to be dangerous to defendants and their property. Petitioner and other utility companies have similar systems placed on properties in this and other parishes where residents are located. Petitioner further alleges construction work on said transmission line will commence as soon as it has obtained the necessary servitudes for such electric transmission and distribution facilities.

6.

In order to construct, lay, maintain and operate said transmission and distribution facilities to carry out the purposes for which petitioner was created and to serve the public need and demand, it is necessary to cross certain immovable property situated in the Parish of Pointe Coupee, State of Louisiana, which property is more particularly described as follows:

> A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, known as "The Waterloo" containing 758.25 acres, more or less, and being all of Sections 12 and 13 and the lower portion of Section 10, Section 11 and Lots 11, 12, 13, 14, 15, 16, 17 and 18 of Section 36, T4S, R11E and bounded now or formerly as follows: North by William S. Roberts, South by Terrance Samson, et al, East by Mississippi River and West by William A. Thompson, et al.

7.

William Siebert Roberts, Joel Roberts Moseley, George Pitcher Roberts, and F.E.& G., Inc., the defendants herein, are the record owners of the property described in Paragraph 6 above.

8.

Petitioner has caused a plat to be prepared showing the location of the proposed transmission and distribution line servitude or right-of-way over and across the property described in Paragraph 6 above, which map is marked "Exhibit A" and is attached hereto and made a part hereof, and the location of the courses and distances of the said servitude or right-of-way are described as follows:

> A certain parcel of ground located in Sections 10, 12, 13, 14 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being described as a 55 foot servitude in width, said servitude being directly adjacent and parallel to an existing Gulf States Utilities Company servitude and being more particularly described as follows: Commence at the Southwest property corner of said tract, thence North 72 degrees 22 minutes 53 seconds East 130.7 feet to the point of beginning, thence North 72 degrees 22 minutes 53 seconds East 55.7 feet, thence North 8 degrees 23 minutes 16 seconds West 128.7 feet, thence North 10 degrees 35 minutes 36 seconds West 2606.9 feet, thence South 80 degrees 32 minutes 57 seconds West 55 feet to a point of departure, thence South 10 degrees 35 minutes 36 seconds East 2606.9 feet along the East boundary of the said Gulf States Utilities Company servitude, thence South 8 degrees 23 minutes 16 seconds East 128.7 feet to the point of beginning. Also a certain parcel of ground of said location, being described as a 100 foot servitude in width, said servitude being more particularly described as follows: Commence at the said point of departure, thence proceed South 80 degrees 32 minutes 57 seconds West 245 feet to the point of beginning, thence continue South 80 degrees 32 minutes 57 seconds West 238.2 feet, thence South 17 degrees 28 minutes 38 seconds East 101.0 feet, thence North 80 degrees 32 minutes 57 seconds East 224.1 feet, thence North 10 degrees 35 minutes 36 seconds West 100 feet to the point of beginning. Said servitude containing 3.93 acres, more or less.

9.

In order to carry out petitioner's purposes as a supplier and distributor of electricity, it is necessary that petitioner acquire and have by these expropriation proceedings, a servitude or right-of-way over, under and across the lands described in Paragraph 6 above, at the location shown on the map attached hereto and marked "Exhibit A", as is more fully described in Paragraph 8 above, together with the right to place, erect, construct, repair, maintain, inspect, relocate, and replace thereon and in said lands, electric

transmission and/or distribution lines or systems, including all usual or necessary fixtures or appurtenances thereto, with the right from time to time to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric lines or system, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, with the right of ingress and egress at any and all times to, from, and along the said lands covered by this servitude or right-of-way.

10.

Petitioner, through its agents and employees, has made an amicable offer of a fair and just price to the owners of the property above referred to for the purchase of a servitude or right-of-way for the construction, operation and maintenance of the necessary transmission and distribution facilities over, under, across and through the said property, together with a settlement for any and all damages as a result of the granting of the said servitude as well as any and all damages arising out of the construction and installation of the said transmission system, but the said owners and defendants, after having been contacted by representatives of your petitioner, have refused to negotiate an agreeable price with them for the needed servitude or right-of-way.

11.

Petitioner therefore shows that it has not been able to agree with the said owners, the defendants, as to a fair, just and adequate price to be paid for said required servitude or right-of-way over, under, across and through the property above referred to, and it is therefore necessary for petitioner to expropriate the said right-of-way or servitude, in accordance with the provisions of the laws of the State of Louisiana regarding the expropriation of property, and it is necessary that this proceeding be instituted in order that the fair and just price to be paid for said right-of-way or servitude over, under, across and through the property described hereinabove be fixed.

12.

Petitioner does not assert taking or expropriating all of the fee in the land of the defendants or of any of the minerals, but merely requires a

servitude, easement or right-of-way for its purpose as herein set forth.

13.

There are no graveyards, cemeteries, houses or buildings of any kind in the area where petitioner desires to locate the distribution and transmission servitude.

14.

Petitioner now shows that a tender of the true value of the property was made to the owner thereof, defendant herein, before filing these expropriation proceedings, and therefore the costs of these expropriation proceedings should be paid by the owners, defendants herein, in accordance with the provisions of Louisiana Revised Statutes 19:12.

WHEREFORE, petitioner prays that an order fixing the time for trial of this cause issue herein and that a Notice of the time fixed for trial of this cause as fixed by said Order be issued and served upon defendants, William Siebert Roberts, Joel Roberts Moseley, George Pitcher Roberts and F.E.& G., Inc., at least twenty (20) days prior to the time fixed for the trial of this suit, all according to law; and further, that the defendants be served with a certified copy of this petition and of the Court's Order herein described, and that they be duly cited to appear and answer the petition in accordance with law; and after all due and legal delays and proceedings had, there be judgment herein in favor of petitioner, Pointe Coupee Electric Membership Corporation, and against the defendants, William Siebert Roberts, Joel Roberts Moseley, George Pitcher Roberts and F.E.& G., Inc., adjudicating unto the petitioner the right-of-way, easement or servitude as herein set forth, described and designated on the plat attached hereto as "Exhibit A", together with all the rights necessary for the exercise of the same for petitioner's purposes as set forth in Paragraph 9 of this petition, free and clear of all liens, encumbrances, charges or restrictions of any nature whatsoever upon payment by petitioner to the said defendants of the value for said right-of-way, easement or servitude sought to be expropriated, and for all damages that may be sustained by defendants, if any, in consequence of this expropriation.

Petitioner further prays that the owners of the hereinabove described property, defendants herein, be cast for all costs of these proceedings.

Petitioner further prays for the issuance of all orders and decrees necessary and proper in connection with this proceeding, and for all general and equitable relief.

By Attorneys:

SCHWAB & WALTER
10636 Linkwood Court
Baton Rouge, Louisiana 70810
Telephone: (504) 767-1460

By: William E. Hodgkins
WILLIAM E. HODGKINS

INFORMATION FOR SERVICE:

Please serve the defendants, as follows:

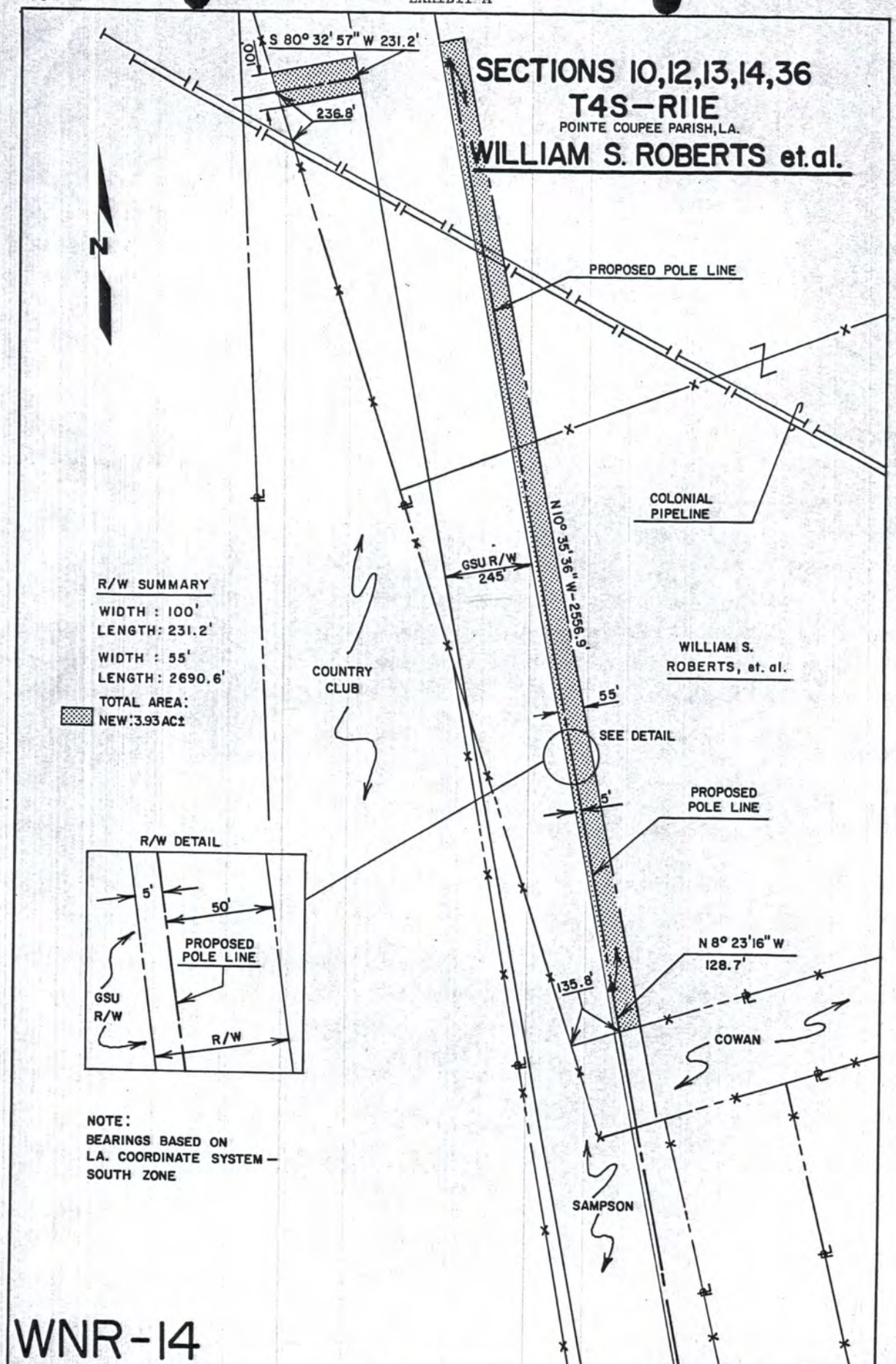
William Siebert Roberts
Patin Dike Road
New Roads, Louisiana 70760

Joel Roberts Moselsey
2657 East Lakeshore Drive
Baton Rouge, Louisiana 70808

George Pitcher Roberts
9545 Rainford Road
Baton Rouge, Louisiana 70810

F.E.& G., Inc., through its registered agent for service of process, Mescal Brown, 2307 False River Drive, New Roads, Louisiana 70760.

"EXHIBIT A"



WNR-14

BARBAY ENGINEERS, INC.
CONSULTING ENGINEERS
BATON ROUGE, LOUISIANA

WATERLOO TO NEW ROADS
TRANSMISSION LINE
POINTE COUPEE ELECTRIC
MEMBERSHIP CORPORATION

No.	Date	By	Revision
1	3/25/83	CAJ	CHANGED ROUTE
2	7/19/83	CAJ	DELETED OVERLAP

Drawn By CWG	Scale 1" = 300'	Proj. No. 466 DD
Appr. By LGL	Date 02-24-83	Drawg. No. WNR-14

POINTE COUPEE ELECTRIC
MEMBERSHIP CORPORATION

VERSUS

WILLIAM SIEBERT ROBERTS, ET AL

NUMBER 28,409 DIVISION B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that on the 24th day of August, 1984, a suit was commenced in the above captioned and numbered cause in the above named Parish by Pointe Coupee Electric Membership Corporation, petitioner, and against William Siebert Roberts, Joel Roberts Moseley, George Pitcher Roberts and F.E.& G., Inc., defendants, which suit is now pending. The object of said suit is to expropriate a right-of-way, easement or servitude for the right to enter upon and to place, erect, construct, extend, operate, repair, maintain, inspect, relocate and replace thereon and in said lands an electric transmission and distribution line or system, including all usual or necessary fixtures for the exercise of the same for petitioner's purposes, all as more fully enumerated in said petition, over, under, across and through the following described immovable property, situated in the Parish of Pointe Coupee, State of Louisiana, to wit:

> A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, known as "The Waterloo" containing 758.25 acres, more or less, and being all of Sections 12 and 13 and the lower portion of Section 10, Section 11 and Lots 11, 12, 13, 14, 15, 16, 17 and 18 of Section 36, T4S, R11E and bounded now or formerly as follows: North by William S. Roberts, South by Terrance Samson, et al, East by Mississippi River and West by William A. Thompson, et al.

New Roads, Louisiana, this 24th day of August, 1984.

By Attorneys:

SCHWAB & WALTER
10636 Linkwood Court
Baton Rouge, Louisiana 70810
Telephone: (504) 767-1460

By: William E. Hodgkins
WILLIAM E. HODGKINS

POINTE COUPEE ELECTIC
MEMBERSHIP CORPORATION

VERSUS

WILLIAM SEIBERT ROBERTS, ET AL

NUMBER 20,409 DIVISION "B"

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

JUDGMENT OF DISMISSAL

In the above entitled and numbered cause now comes the plaintiff, and with respect moves that said suit be dismissed at plaintiff's costs.

By Attorneys:

SCHWAB & WALTER
10636 Linkwood Court
Baton Rouge, Louisiana 70810
(504) 767-1460

By: William E. Hodgkins
WILLIAM E. HODGKINS

JUDGMENT

On motion of counsel for plaintiff in above entitled and numbered cause:

IT IS ORDERED, ADJUDGED AND DECREED that said suit be dismissed at plaintiff's costs. Thus done and signed in CHAMBERS on this 19th day of November, 1984.

Ian W. Claiborne
JUDGE, 18TH JUDICIAL DISTRICT COURT

This is to certify that the costs of Court incurred in the above entitled and numbered cause, including this Judgment of Dismissal, amounting to $150.00 ($42.95 due the Sheriff of Pointe Coupee Parish, and $107.05 due the Clerk of Court), are paid in full.
Signed this 19th day of November, 1984.

Lorraine L. Langlois
Deputy Clerk of Court

Filed Nov. 19, 1984
J.M. Saizan
Deputy Clerk

Deputy Sheriff

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

VS.

GEORGE PITCHER ROBERTS, ET UX

NUMBER 39839-B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, do deposit in the registry of this court, for the use and benefit of the person or persons entitled thereto, the sum of One Hundred Eighty-Nine Thousand Eight Hundred Twenty-Three and No/100 Dollars ($189,823.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, together with all of the improvements situated wholly or partially thereon, subject to the reservation in favor of GEORGE PITCHER ROBERTS and BRENDA BARROWS ROBERTS of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 15-1-C-1 and 15-1-C-2, is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

> Seven (7) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Section 8, Township 4 South, Range 11 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 15-1, 15-1-C-1, 15-1-C-2, 17-1, 17-2, 29-3 and 29-4, on a white print of a plat of survey, consisting of Sheet Nos. 15, 16, 17, 18 and 29, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

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REQUIRED IN FULL OWNERSHIP

PARCEL NO. 15-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed N17°44'19"W a distance of 145.41 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5589.58 feet, whose length is 1672.40 feet and whose chord length is 1666.17 feet and bears N79°34'12"E to a point and corner; thence proceed N70°59'55"E a distance of 2340.61 feet to a point and corner; thence proceed S89°08'46"E a distance of 191.38 feet to a point and corner; thence proceed N70°59'55"E a distance of 2200.84 feet to a point and corner; thence proceed S17°20'08"E a distance of 41.47 feet to a point and corner; thence proceed S14°28'10"E a distance of 394.78 feet to a point and corner; thence proceed S70°59'55"W a distance of 398.16 feet to a point and corner; thence proceed S74°10'42"W a distance of 450.69 feet to a point and corner; thence proceed S70°59'55"W a distance of 2193.36 feet to a point and corner; thence proceed along a curve to the left having a radius of 1658.87 feet, whose length is 870.36 feet and whose chord length is 860.41 feet and bears S55°58'04"W to a point and corner; thence proceed S40°56'14"W a distance of 99.06 feet to a point and corner; thence proceed S71°06'54"W a distance of 840.71 feet to a point and corner; thence proceed along a curve to the right having a radius of 609.96 feet, whose length is 536.39 feet and whose chord length is 519.27 feet and bears N42°53'24"W to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 1356.35 feet and whose chord length is 1353.33 feet and bears S80°44'43"W to a point and corner; thence proceed N17°44'19"W a distance of 290.55 feet to the point of beginning. All of which comprises Parcel 15-1 as shown on Sheet Nos. 15, 16 and 17 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 68.251 acres.

PARCEL NO. 17-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 486+92.23, proceed N10°11'29"W a distance of 75.90 feet to the point of beginning; thence proceed N70°59'55"E a distance of 846.15 feet to a point and corner; thence proceed S19°00'05"E a distance of 150.00 feet to a point and corner; thence proceed S70°59'55"W a distance of 869.40 feet to a point and corner; thence proceed N10°11'29"W a distance of 151.79 feet to the point of beginning. All of which comprises Parcel 17-1 as shown on Sheet No. 17 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 2.954 acres.

PARCEL NO. 17-2:

From a point on the centerline of State Project No. 499-98-0001, at Highway Survey Station 495+50.00, proceed N19°00'05"W a distance of 75.00 feet to the point of beginning; thence proceed N70°59'55"E a distance of 533.35 feet to a point and corner; thence proceed S06°42'35"E a distance of 87.99 feet to a point and corner; thence proceed S08°52'51"E a distance of 65.04 feet to a point and corner; thence proceed S70°59'55"W a distance of 503.19 feet to a point and corner; thence proceed N19°00'05"W a distance of 150.00 feet to the point of beginning. All of which comprises Parcel 17-2 as shown on Sheet Nos. 17 and 18 of the Right of Way Plans of State Project No. 499-98-0001, and contains an area of approximately 1.782 acres.

PARCEL NO. 29-3:

From a point on the centerline of State Project No. 839-16-0007, at Highway Survey Station 6+59.15, proceed S71°06'54"W a distance of 41.66 feet to the point of beginning; thence proceed S71°06'54"W a distance of 33.68 feet to a point and corner; thence proceed N18°21'56"W a distance of 27.87 feet to a point and corner; thence proceed N19°13'56"W a distance of 227.83 feet to a point and corner; thence proceed N70°59'55"E a distance of 54.56 feet to a point and corner; thence proceed S14°28'10"E a distance of 256.56 feet to the point of beginning. All of which comprises Parcel 29-3 as shown on Sheet No. 29 of the Right of Way Plans of State Project No. 839-16-0007, and contains an area of approximately 11235.3 square feet.

PARCEL NO. 29-4:

From a point on the centerline of State Project No. 839-16-0007, at Highway Survey Station 13+64.30, proceed S17°20'08"E a distance of 13.85 feet to the point of beginning; thence proceed S70°59'55"W a distance of 66.15 feet to a point and corner; thence proceed along a curve to the right having a radius of 2929.79 feet, whose length is 200.58 feet and whose chord length is 200.54 feet and bears N11°57'47"W to a point and corner; thence proceed N10°00'07"W a distance of 240.73 feet to a point and corner; thence proceed along a curve to the left having a radius of 1572.02 feet, whose length is 314.74 feet and whose chord length is 314.22 feet and bears N15°44'15"W to a point and corner; thence proceed N18°54'07"W a distance of 93.24 feet to a point and corner; thence proceed S21°38'38"E a distance of 257.64 feet to a point and corner; thence proceed along a curve to the right having a radius of 2231.83 feet, whose length is 279.51 feet and whose chord length is 279.33 feet and bears S18°03'26"E to a point and corner; thence proceed S14°28'10"E a distance of 249.37 feet to a point and corner; thence proceed S17°20'08"E a distance of 58.53 feet to the point of beginning. All of which comprises Parcel 29-4 as shown on Sheet No. 29 of the

Right of Way Plans of State Project No. 839-16-0007, and contains an area of approximately 27346.7 square feet.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 15-1-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed S17°44'19"E a distance of 145.14 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5869.58 feet, whose length is 1356.35 feet and whose chord length is 1353.33 feet and bears N80°44'43"E to a point and corner; thence proceed along a curve to the left having a radius of 609.96 feet, whose length is 45.12 feet and whose chord length is 45.11 feet and bears S19°49'00"E to a point and corner; thence proceed along a curve to the right having a radius of 5914.58 feet, whose length is 1357.71 feet and whose chord length is 1354.73 feet and bears S80°40'17"W to a point and corner; thence proceed N17°44'19"W a distance of 46.60 feet to the point of beginning. All of which comprises Parcel 15-1-C-1 as shown on Sheet No. 15 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.402 acres.

PARCEL NO. 15-1-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 430+50.00, proceed N10°34'07"W a distance of 140.00 feet to the point of beginning; thence proceed N10°34'07"W a distance of 45.00 feet to a point and corner; thence proceed along a curve to the left having a radius of 5544.58 feet, whose length is 816.06 feet and whose chord length is 815.32 feet and bears N75°12'54"E to a point and corner; thence proceed N70°59'55"E a distance of 470.61 feet to a point and corner; thence proceed S19°00'05"E a distance of 45.00 feet to a point and corner; thence proceed S70°59'55"W a distance of 470.61 feet to a point and corner; thence proceed along a curve to the right having a radius of 5589.58 feet, whose length is 822.68 feet and whose chord length is 821.94 feet and bears S75°12'54"W to the point of beginning. All of which comprises Parcel 15-1-C-2 as shown on Sheet No. 15 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.333 acres

Being a portion of the same property acquired by defendants by Acts recorded June 9, 1989, in COB 338, Page 277 and August 5, 1987, in COB 316, Page 424 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

AND IT IS HEREBY FURTHER ORDERED that this matter be tried by jury upon the plaintiff making a cash deposit in accordance with LA C.C.P. Art. 1734.1. Upon the setting of this

matter for trial, the court shall fix the amount due and the time of said deposit, which time shall be no later that thirty (30) days prior to trial.

AND IT IS HEREBY FURTHER ORDERED that the defendants, GEORGE PITCHER ROBERTS and BRENDA BARROWS ROBERTS, vacate the above described property and surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated just compensation into the registry of this Court.

New Roads, Louisiana, this 14th day of March, 2006.

JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT

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LAURA LEBLANC
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

BK ___ NO ___
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LAURA LEBLANC
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

ATTEST A TRUE CERTIFIED COPY
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DATE FILED 3-14-06
CLERK OF COURT
POINTE COUPEE PARISH
NEW ROADS, LOUISIANA

731-A

STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION & DEVELOPMENT

VS.

GEORGE PITCHER ROBERTS, ET UX

NUMBER 39839-B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

RECEIPT

LANELL SWINDLER LANDRY, CLERK OF COURT

TO

THE STATE OF LOUISIANA, AND
THE DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BE IT KNOWN that on the 14 day of March, 2006, before me, Pauline Glass, Deputy Clerk of Court and Ex-officio Notary Public, in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Lanell Swindler Landry, a resident of the Parish of Pointe Coupee, State of Louisiana, and Clerk of the Eighteenth Judicial District Court for the State of Louisiana, in and for the Parish of Pointe Coupee.

The appearer declared that in the cause entitled "STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, VS. GEORGE PITCHER ROBERTS, ET UX," No. 39839-B of the docket of said court, the State of Louisiana seeks the expropriation of the full ownership of the property described below, together with all of the improvements situated wholly or partially thereon, subject to the reservation in favor of the owners of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and

731-B

across the property described as Parcel Nos. 15-1-C-1 and 15-1-C-2, for the project set forth in the petition, said property being described as follows, to-wit:

Seven (7) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Section 8, Township 4 South, Range 11 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 15-1, 15-1-C-1, 15-1-C-2, 17-1, 17-2, 29-3 and 29-4, on a white print of a plat of survey, consisting of Sheet Nos. 15, 16, 17, 18 and 29, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 15-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed N17°44'19"W a distance of 145.41 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5589.58 feet, whose length is 1672.40 feet and whose chord length is 1666.17 feet and bears N79°34'12"E to a point and corner; thence proceed N70°59'55"E a distance of 2340.61 feet to a point and corner; thence proceed S89°08'46"E a distance of 191.38 feet to a point and corner; thence proceed N70°59'55"E a distance of 2200.84 feet to a point and corner; thence proceed S17°20'08"E a distance of 41.47 feet to a point and corner; thence proceed S14°28'10"E a distance of 394.78 feet to a point and corner; thence proceed S70°59'55"W a distance of 398.16 feet to a point and corner; thence proceed S74°10'42"W a distance of 450.69 feet to a point and corner; thence proceed S70°59'55"W a distance of 2193.36 feet to a point and corner; thence proceed along a curve to the left having a radius of 1658.87 feet, whose length is 870.36 feet and whose chord length is 860.41 feet and bears S55°58'04"W to a point and corner; thence proceed S40°56'14"W a distance of 99.06 feet to a point and corner; thence proceed S71°06'54"W a distance of 840.71 feet to a point and corner; thence proceed along a curve to the right having a radius of 609.96 feet, whose length is 536.39 feet and whose chord length is 519.27 feet and bears N42°53'24"W to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 1356.35 feet and whose chord length is 1353.33 feet and bears S80°44'43"W to a point and corner; thence proceed N17°44'19"W a distance of 290.55 feet to the point of beginning. All of which comprises Parcel 15-1 as shown on Sheet Nos. 15, 16 and 17 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 68.251 acres.

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PARCEL NO. 17-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 486+92.23, proceed N10°11'29"W a distance of 75.90 feet to the point of beginning; thence proceed N70°59'55"E a distance of 846.15 feet to a point and corner; thence proceed S19°00'05"E a distance of 150.00 feet to a point and corner; thence proceed S70°59'55"W a distance of 869.40 feet to a point and corner; thence proceed N10°11'29"W a distance of 151.79 feet to the point of beginning. All of which comprises Parcel 17-1 as shown on Sheet No. 17 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 2.954 acres.

PARCEL NO. 17-2:

From a point on the centerline of State Project No. 499-98-0001, at Highway Survey Station 495+50.00, proceed N19°00'05"W a distance of 75.00 feet to the point of beginning; thence proceed N70°59'55"E a distance of 533.35 feet to a point and corner; thence proceed S06°42'35"E a distance of 87.99 feet to a point and corner; thence proceed S08°52'51"E a distance of 65.04 feet to a point and corner; thence proceed S70°59'55"W a distance of 503.19 feet to a point and corner; thence proceed N19°00'05"W a distance of 150.00 feet to the point of beginning. All of which comprises Parcel 17-2 as shown on Sheet Nos. 17 and 18 of the Right of Way Plans of State Project No. 499-98-0001, and contains an area of approximately 1.782 acres.

PARCEL NO. 29-3:

From a point on the centerline of State Project No. 839-16-0007, at Highway Survey Station 6+59.15, proceed S71°06'54"W a distance of 41.66 feet to the point of beginning; thence proceed S71°06'54"W a distance of 33.68 feet to a point and corner; thence proceed N18°21'56"W a distance of 27.87 feet to a point and corner; thence proceed N19°13'56"W a distance of 227.83 feet to a point and corner; thence proceed N70°59'55"E a distance of 54.56 feet to a point and corner; thence proceed S14°28'10"E a distance of 256.56 feet to the point of beginning. All of which comprises Parcel 29-3 as shown on Sheet No. 29 of the Right of Way Plans of State Project No. 839-16-0007, and contains an area of approximately 11235.3 square feet.

PARCEL NO. 29-4:

From a point on the centerline of State Project No. 839-16-0007, at Highway Survey Station 13+64.30, proceed S17°20'08"E a distance of 13.85 feet to the point of beginning; thence proceed S70°59'55"W a distance of 66.15 feet to a point and corner; thence proceed along a curve to the right having a radius of 2929.79 feet, whose length is 200.58 feet and whose chord length is 200.54 feet and bears

731- D

N11°57'47"W to a point and corner; thence proceed N10°00'07"W a distance of 240.73 feet to a point and corner; thence proceed along a curve to the left having a radius of 1572.02 feet, whose length is 314.74 feet and whose chord length is 314.22 feet and bears N15°44'15"W to a point and corner; thence proceed N18°54'07"W a distance of 93.24 feet to a point and corner; thence proceed S21°38'38"E a distance of 257.64 feet to a point and corner; thence proceed along a curve to the right having a radius of 2231.83 feet, whose length is 279.51 feet and whose chord length is 279.33 feet and bears S18°03'26"E to a point and corner; thence proceed S14°28'10"E a distance of 249.37 feet to a point and corner; thence proceed S17°20'08"E a distance of 58.53 feet to the point of beginning. All of which comprises Parcel 29-4 as shown on Sheet No. 29 of the Right of Way Plans of State Project No. 839-16-0007, and contains an area of approximately 27346.7 square feet.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 15-1-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed S17°44'19"E a distance of 145.14 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5869.58 feet, whose length is 1356.35 feet and whose chord length is 1353.33 feet and bears N80°44'43"E to a point and corner; thence proceed along a curve to the left having a radius of 609.96 feet, whose length is 45.12 feet and whose chord length is 45.11 feet and bears S19°49'00"E to a point and corner; thence proceed along a curve to the right having a radius of 5914.58 feet, whose length is 1357.71 feet and whose chord length is 1354.73 feet and bears S80°40'17"W to a point and corner; thence proceed N17°44'19"W a distance of 46.60 feet to the point of beginning. All of which comprises Parcel 15-1-C-1 as shown on Sheet No. 15 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.402 acres.

PARCEL NO. 15-1-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 430+50.00, proceed N10°34'07"W a distance of 140.00 feet to the point of beginning; thence proceed N10°34'07"W a distance of 45.00 feet to a point and corner; thence proceed along a curve to the left having a radius of 5544.58 feet, whose length is 816.06 feet and whose chord length is 815.32 feet and bears N75°12'54"E to a point and corner; thence proceed N70°59'55"E a distance of 470.61 feet to a point and corner; thence proceed S19°00'05"E a distance of 45.00 feet to a point and corner; thence proceed S70°59'55"W a distance of 470.61 feet to a point and corner; thence proceed along a curve to the right having a radius of 5589.58 feet, whose length is 822.68 feet and whose chord length is

731-E

821.94 feet and bears S75°12'54"W to the point of beginning. All of which comprises Parcel 15-1-C-2 as shown on Sheet No. 15 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.333 acres

Being a portion of the same property acquired by defendants by Acts recorded June 9, 1989, in COB 338, Page 277 and August 5, 1987, in COB 316, Page 424 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

The appearer further declared that in accordance with an order of the court signed herein, the Department of Transportation and Development, on behalf of the State of Louisiana and of itself, has this day paid into the registry of said court the sum of One Hundred Eighty-Nine Thousand Eight Hundred Twenty-Three and No/100 Dollars ($189,823.00) in cash, lawful current money of the United States of America, by delivering said sum to the said Clerk of Court and said appearer further acknowledges receipt of said sum and declares that she has placed same in the registry of said court.

THUS DONE, READ AND PASSED at my office in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, in the presence of Debbie Collins and Lauren Meadows, competent witnesses, who have hereunto signed their names with the appearer and me, said Notary, the day, month and year first above written.

Debbie Collins

LANELL SWINDLER LANDRY
CLERK OF COURT

L Meadows

Pauline Sloan #74163
DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC

ATTEST A TRUE CERTIFIED COPY
3-14-06
DATE FILED 3-14-06
Pauline Sloan
CLERK OF COURT
POINTE COUPEE PARISH
NEW ROADS, LOUISIANA

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POINTE COUPEE

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

VS.

GEORGE PITCHER ROBERTS, ET UX

NUMBER 39839 DIV. B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

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PARISH OF POINTE COUPEE
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AMENDED ORDER OF EXPROPRIATION

The Plaintiff's Amended Petition filed herein considered:

IT IS HEREBY ORDERED that the original Order of Expropriation dated March 14, 2006, be amended by replacing the property description in the preamble and Parcel Nos. 15-1 and 15-1-C-1 as follows:

Seven (7) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Section 8, Township 4 South, Range 11 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 15-1, 15-1-C-1, 15-1-C-2, 17-1, 17-2, 29-3 and 29-4, on a white print of a plat of survey, consisting of Sheet Nos. 15-A, 16-A, 17-A, 18 and 29-A, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tract or parcel being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

PARCEL NO. 15-1:

From a point on the centerline of Right of Way State Project No. 499-97-0001, Construction State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed N17°44'19"W a distance of 145.41 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5589.58 feet, whose length is 1672.40 feet and whose chord length is 1666.17 feet and bears N79°34'12"E to a point and corner; thence proceed N70°59'55"E a distance of 2340.61 feet to a point and corner; thence proceed S89°08'46"E a distance of 191.38 feet to a point and corner; thence proceed N70°59'55"E a distance of 2200.84 feet to a point and corner; thence proceed S17°20'08"E a distance of 41.47 feet to a point and corner; thence proceed S14°28'10"E a distance of 394.78 feet to a point and corner; thence proceed S70°59'55"W a distance of 398.16 feet to a point and corner; thence proceed S74°10'42"W a distance of 450.69 feet to a point and corner; thence proceed S70°59'55"W a distance of 961.09 feet to a point and corner; thence proceed along a curve to the left having a radius of 1488.81 feet, whose length is 781.13 feet and whose chord length is 772.20 feet and bears S55°58'04"W to a point and corner; thence proceed S40°56'14"W a distance of 149.89 feet to a point and corner; thence proceed

S71°06'54"W a distance of 758.59 feet to a point and corner; thence proceed along a curve to the right having a radius of 610.00 feet, whose length is 542.05 feet and whose chord length is 524.39 feet and bears N45°37'20"W to a point and corner; thence proceed S70°59'55"W a distance of 1010.74 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 1676.67 feet and whose chord length is 1670.98 feet and bears S79°10'55"W to a point and corner; thence proceed N17°44'19"W a distance of 290.55 feet to the point of beginning. All of which comprises Parcel 15-1 as shown on Sheets 15-A, 16-A, and 17-A of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 2692981.4 square feet or 61.822 acres.

PARCEL NO. 15-1-C-1:

From a point on the centerline of Right of Way State Project No. 499-97-0001, Construction State Project No. 499-97-0001, at Highway Survey Station 422+18.79, proceed S17°44'19"E a distance of 145.14 feet to the point of beginning; thence proceed along a curve to the left having a radius of 5869.58 feet, whose length is 1676.67 feet and whose chord length is 1670.98 feet and bears N79°10'55"E to a point and corner; thence proceed N70°59'55"E a distance of 1010.74 feet to a point and corner; thence proceed along a curve to the left having a radius of 610.00 feet, whose length is 45.08 feet and whose chord length is 45.07 feet and bears S22°17'17"E to a point and corner; thence proceed S70°59'55"W a distance of 1013.32 feet to a point and corner; thence proceed along a curve to the right having a radius of 5914.58 feet, whose length is 1677.38 feet and whose chord length is 1671.77 feet and bears S79°07'23"W to a point and corner; thence proceed N17°44'19"W a distance of 46.60 feet to the point of beginning. All of which comprises Parcel 15-1-C-1 as shown on Sheets 15-A and 16-A of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 120995.0 square feet or 2.778 acres.

AND IT IS HEREBY FURTHER ORDERED that this matter be tried by jury upon the plaintiff making a cash deposit in accordance with La. C.C.P. Art. 1734.1. Upon the setting of this matter for trial, the court shall fix the amount due and the time of said deposit, which time shall be no later than thirty (30) days prior to trial.

AND IT IS HEREBY FURTHER ORDERED that the defendants, GEORGE PITCHER ROBERTS and BRENDA BARROWS ROBERTS, vacate the above described property and

surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated just compensation into the registry of this court.

New Roads, Louisiana, this 8th day of March, 2007.

JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT

2007 MAR -8 AM 11:59
CLERK OF COURT
PARISH OF POINTE COUPEE
BY
RECEIVED

ATTEST A TRUE CERTIFIED COPY
3-8-07
DATE FILED 3-8-07
DY CLERK OF COURT
POINTE COUPEE PARISH
NEW ROADS, LOUISIANA

CB 558 MB 439 204-A 148
2009 DEC 10 PM 4:30
2009 NOV 23 PM 4:02

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

vs.

GEORGE PITCHER ROBERTS, ET UX

SUIT NO. 39,839 DIV. "B"

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

JUDGMENT

Considering the joint petition filed herein by plaintiff and defendants showing that an agreement and settlement has been reached herein by said parties, in accordance with said joint petition, that the defendants desire to accept the amount of Seventy Thousand and No/100 Dollars ($70,000.00) as a final award of just and adequate compensation for all damages involving the loss of, or impact to, the pecan tress themselves, as well as the crops from those trees, which were expropriated, including, but not limited to: the value of the timber taken; claims for damages to defendants' pecan trees; and, the value of all past, present, and future pecan tree crops, from date of expropriation forward, and in full settlement of all damages to same, the said amount of Seventy Thousand and No/100 Dollars ($70,000.00) to be deposited in the registry of the Eighteenth Judicial District Court for the Parish of Pointe Coupee, that defendants do not desire to contest the expropriation of their timber rights, it appearing that the plaintiff has accepted notice of the intention of defendants to withdraw the amount deposited in the registry of the court, the law and the evidence being in favor thereof:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment in favor of the plaintiff, the State of Louisiana, Department of Transportation & Development, and in favor of defendants, GEORGE PITCHER ROBERTS and BRENDA BARROWS ROBERTS, confirming the amount of Seventy Thousand and No/100 Dollars ($70,000.00), as a final award to defendants of just and adequate compensation for all damages involving the loss of, or impact to, the pecan tress themselves, as well as the crops from those trees, which were expropriated, including, but not limited to: the value of the timber taken; claims for damages to defendants' pecan trees; and, the value of all past, present, and future pecan tree crops, from date of expropriation forward, in these

proceedings and in full settlement, compromise, and transaction of all said damages, subject to the specific terms and conditions contained in the joint petition of plaintiff and defendants. This partial settlement agreement, entered into by defendants freely, knowingly, and voluntarily, is made without prejudice to the rights of the parties to contest the issue of just compensation for the value of the land expropriated and damages of defendants' remaining land.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lanell S. Landry, Clerk of the Eighteenth Judicial District Court, in and for the Parish of Pointe Coupee, be and is hereby authorized and directed to pay to the defendants, GEORGE PITCHER ROBERTS and BRENDA BARROWS ROBERTS, as the persons entitled thereto, the amount of Two Hundred Fifty-Nine Thousand Eight Hundred Twenty-Three and No/100 Dollars ($259,823.00), plus any accrued interest, representing the original deposit of One Hundred Eighty-Nine Thousand Eight Hundred Twenty-Three and No/100 Dollars ($189,823.00) plus the additional deposit of Seventy Thousand and No/100 Dollars ($70,000.00), on deposit in the registry of the aforesaid court, subject to the payment of any encumbrances affecting the property expropriated and all ad valorem taxes due on said property, in accordance with R.S. 47:2112-2114.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, the State of Louisiana, Department of Transportation & Development, pay all court costs in this proceeding for which it may be legally assessable.

JUDGMENT READ, RENDERED AND SIGNED in Open Court in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, on the 2nd day of ~~October~~ December, 2009.

J. Robin Free
JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT

ATTEST A TRUE CERTIFIED COPY
12-10-09
DATE FILED 12-10-09
DY. CLERK OF COURT
POINTE COUPEE PARISH
NEW ROADS, LOUISIANA

Last Oil and Gas Leases of Record

109

CB 581 NO 026
RECEIVED & FILED
2011 DEC 29 AM 11:51
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Notice is hereby given that:

GEORGE AND BRENDA ROBERTS LIVING TRUST, herein represented by its duly authorized Settlors and Trustees, George P. Roberts and Brenda B. Roberts, as Lessor (whether one or more), whose address is 17463 Empress Drive, Greenwell Springs, LA 70739, and **BASIN PROPERTIES, INC**, as Lessee, whose address is Post Office Box 51582, Lafayette, LA 70505 (hereinafter referred to as "Lessee") dated effective September 26, 2011, relating to and affecting the following described properties situated in Pointe Coupee, Louisiana, to wit:

POINTE COUPEE PARISH, LOUISIANA

See attached Exhibit "A" for description of the property being leased herein.

And containing 502.457 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and minerals from the leased land during the term hereinafter provided and for the purposes incident to the exploration for and production, ownership, possession and transportation of such minerals (either from said land or acreage pooled therewith), subject to each and all of the provisions thereof.

TO HAVE AND TO HOLD the leased land for a primary term of three (3) years from and after the date hereof or any extension of the primary term as provided in said Oil, Gas and Mineral Lease and then so long thereafter, subject to certain restrictions, as oil or gas or minerals are produced in paying quantities from the leased land or acreage pooled therewith in accordance with the terms and provisions of Said Lease or Said Lease is maintained in force in any other manner therein provided.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of said Lease. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

This MEMORANDUM OF OIL, GAS AND MINERAL LEASE and all of its terms, conditions, covenants and provisions as well as those of Said Lease shall extend to and be binding upon all the heirs, successors and assigns of said Lessor and Lessee.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 26th day of September, 2011.

WITNESSES: AS TO ALL SIGNATURES

Michael LeBlanc Jr
Printed Name: Michael LeBlanc Jr

Vicki Roberts
Printed Name: Vicki Roberts

Printed Name: _____

Printed Name: _____

BLK V
Printed Name: BLAKE LEVASSEUR

HMM
Printed Name: Hunter Moody

LESSOR:

GEORGE AND BRENDA ROBERTS LIVING TRUST

By: George P. Roberts
George P. Roberts, Settlor and Trustee

By: Brenda B Roberts
Brenda B. Roberts, Settlor and Trustee

LESSEE:
BASIN PROPERTIES, INC.

By: C. Ann Peltier, Agent

12982/016

STATE OF LOUISIANA
PARISH OF East Baton Rouge

On this 8 day of November, 2011, before me personally appeared George P. Roberts and Brenda B. Roberts, to me personally known, who, being by me duly sworn, did say that they are the Settlors and Trustees of the George and Brenda Roberts Living Trust and that the foregoing instrument was signed in behalf of said trust by authority of its Extract of Trust and said George P. Roberts and Brenda B. Roberts, Settlors and Trustees acknowledged said instrument to be the free act and deed of said trust.

SEAL

Donna W Gardner
Notary Public
Printed Name: Donna W Gardner
License No.: 85517
East Baton R

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 14 day of December, 2011, before me personally appeared C. Ann Peltier to me personally known, who, being by me duly sworn, did say that she is the duly authorized agent of Basin Properties, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said C. Ann Peltier acknowledged said instrument to be the free act and deed of said corporation.

SEAL

Matt LBlanc
Notary Public
Printed Name:
License No.:

MATTHEW P. LEBLANC
PARISH OF LAFAYETTE
STATE OF LOUISIANA
NOTARY PUBLIC ID#92189
MY COMMISSION IS FOR LIFE

Attached hereto and made a part hereof that certain Memorandum Oil, Gas and Mineral Lease dated September 26, 2011 by and between GEORGE AND BRENDA ROBERTS LIVING TRUST, as Lessor and BASIN PROPERTIES, INC., as Lessee.

EXHIBIT "A"

Attached to the certain Memorandum of Oil, Gas and Mineral Lease by and between George and Brenda Roberts Living Trust, as Lessor, and Basin Properties, Inc., as Lessee, dated effective September 26, 2011

TRACT 1: That certain tract or parcel of land, containing, 162.757 acres, more or less, situated in Section 8, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being more fully shown on that certain plan of survey and map showing subdivision of Green Acres Farm, prepared by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition, dated July 24, 1987 and in Map Book 4 under Entry No. 986 of the records of Pointe Coupee Parish, Louisiana, together with all of the batture, alluvion and accretion in front said tract. Said tract being bounded now or formerly as follows: North by Tract 4 of said plat; East by the Mississippi River; South by Tract 3BS of said plat; and West by William Seibert Roberts.

TRACT 2: That certain tract or parcel of land, containing 44.89 acres, situated in Sections 12 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being more fully shown and designated as Tract 2-2-A, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in ", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-A, herein described is taken from the original Tract 2 of said plat of survey, made by John K. Laws as aforesaid, and contains 44.89 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-A of said plan; South by Tract 1N of the said Laws Survey; West by the west boundary line of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east boundary line also being the west boundary line of Tract 2-2-B of said plan.

TRACT 3: That certain tract or parcel of land, containing 77.94 acres, more or less, situated in Section 12, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 2-2-B, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-B herein described is taken from the original Tract 2 of said plat of survey, made by John K. Laws as aforesaid, and contains 77.94 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-B of said plan; South by Tract 1N of the said Laws Survey; East by the centerline La. State Highway 981, shown on said plan, and West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the east boundary of Tract 2-2-A of said plan.

TRACT 4: That certain tract or parcel of land, containing 8.10 acres, more or less, situated in Section 12, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 2-2-C, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-2-C herein described is taken from the original Tract 2 of said plat of survey, made by John K. Laws as aforesaid, and contains 8.10 acres, as aforesaid, and is bounded as follows: North by Tract 2-1-C of said plan; South by the batture of original Tract 1N of the said Laws Survey; East by the Mississippi River and West by the centerlineo of LA State Highway No. 981 shown on said plan.

TRACT 5: That certain tract or parcel of land, containing 18.40 acres, more or less, situated in Section 10, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 2-4-A, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-4-A herein described is taken from the original Tract 2 of said plat of survey, made by John K. Laws as aforesaid, and contains 18.40 acres, as aforesaid, and is bounded as follows: North by Tract 2-3-B of said plan; South by Tract 2-1-B of said plan; West by the centerline of 60-foot servitude of passage, shown on said plan, said west boundary line also being the eastern boundary of Tract 2-3-A of said plan and East by property of Texas Eastern Transmission Corporation, shown on said plan.

TRACT 6: That certain tract or parcel of land, containing 40.54 acres, more or less, situated in Sections 10 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 2-4-B, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of

Attached hereto and made a part hereof that certain Memorandum Oil, Gas and Mineral Lease dated September 26, 2011 by and between GEORGE AND BRENDA ROBERTS LIVING TRUST, as Lessor and BASIN PROPERTIES, INC., as Lessee.

Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 2-4-B herein described is taken from the original Tract 2 of said plat of survey, made by John K. Laws as aforesaid, and contains 40.54 acres, as aforesaid, and is bounded as follows: North by original Tract 3A of the Laws survey, South by Tract 2-3-A of said plan; West by the western boundary of original Tract 2 of the Laws survey; and East by the centerline of 60-foot servitude of passage, shown on said plan, said east line being also the western boundary of Tract 2-3-B of said plan.

TRACT 7: That certain tract or parcel of land, containing 16.71 acres, more or less, situated in Sections 6 and 8, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 4-5-A, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 4-5-A herein described is taken from the original Tract 4 of said plat of survey, made by John K. Laws as aforesaid, and contains 16.71 acres, as aforesaid, and is bounded as follows: North by Tract 4-5-B of said plan; South by batture of Tract 3-B-N of Laws Survey, also shown on said plan; West by the centerline of La. State Highway No. 981; and East by the Mississippi River.

TRACT 8: That certain tract or parcel of land, containing 135.12 acres, more or less, Sections 6 and 8, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, being fully shown and designated as Tract 4-6-A, on plan drawn by Fred J. Cunningham, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in, Louisiana", made by John K. Laws, Registered Land Surveyor dated October 16,1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana. Said Tract 4-6-A herein described is taken from the original Tract 4 of said plat of survey, made by John K. Laws as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by Tract 4-6-B of said plan; South by batture of Tract 3BN of Laws Survey; West by the western boundary line of the original Tract 4 of the Laws survey; and East by centerline of La. State Highway No. 981, shown on said plan.

The aggregate of the eight (8) tracts described herein is 502.457 acres, more or less.

CB 58 NO 028
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STATE OF LOUISIANA

PARISH OF POINTE COUPEE

2011 DEC 29 AM 11:52

MICHELLE SANDOLF SCALLY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Notice is hereby given that:

MOSELEY PROPERTIES, L.L.C., herein represented by its duly authorized Agent, Mark D. Mese and by its duly authorized Member, Joel Roberts Moseley, as Lessor (whether one or more), whose address is 2380 Government Street, Baton Rouge, LA 70806, and **BASIN PROPERTIES, INC**, as Lessee, whose address is Post Office Box 51582, Lafayette, LA 70505 (hereinafter referred to as "Lessee") dated effective September 26, 2011, relating to and affecting the following described properties situated in Pointe Coupee, Louisiana, to wit:

POINTE COUPEE PARISH, LOUISIANA

See attached Exhibit "A" for description of the property being leased herein.

And containing 153.22 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and minerals from the leased land during the term hereinafter provided and for the purposes incident to the exploration for and production, ownership, possession and transportation of such minerals (either from said land or acreage pooled therewith), subject to each and all of the provisions thereof.

TO HAVE AND TO HOLD the leased land for a primary term of three (3) years from and after the date hereof or any extension of the primary term as provided in said Oil, Gas and Mineral Lease and then so long thereafter, subject to certain restrictions, as oil or gas or minerals are produced in paying quantities from the leased land or acreage pooled therewith in accordance with the terms and provisions of Said Lease or Said Lease is maintained in force in any other manner therein provided.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of said Lease. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

This MEMORANDUM OF OIL, GAS AND MINERAL LEASE and all of its terms, conditions, covenants and provisions as well as those of Said Lease shall extend to and be binding upon all the heirs, successors and assigns of said Lessor and Lessee.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 26th day of September, 2011.

WITNESSES:

Printed Name: JUDITH M. MAUS

Printed Name: JOEL M. MESE

Printed Name: Cynthia Conn Swindler

Printed Name: JOEL M. MESE

Printed Name: Blake A. Hill

Printed Name: ANDREW ROUSSEL

LESSOR:

MOSELEY PROPERTIES, L.L.C.

By: Mark D. Mese, Agent

By: Joel Roberts Moseley, Member

LESSEE:
BASIN PROPERTIES, INC.

By: C. Ann Peltier, Agent

STATE OF LOUISIANA

129-2/015

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

On this 21st day of October, 2011, before me personally appeared Mark D. Mese, to me personally known, who, being by me duly sworn, did say that he is an Agent of Moseley Properties, L.L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority of its Act of Contribution and said Mark D. Mese, Agent acknowledged said instrument to be the free act and deed of said limited liability company.

SEAL

Notary Public
Printed Name: Francis A. Smith, Jr.
License No.: 12168

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

On this 21st day of October, 2011, before me personally appeared Joel Roberts Moseley, to me personally known, who, being by me duly sworn, did say that she is a Member of Moseley Properties, L.L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority of its Act of Contribution and said Joel Roberts Moseley, Member acknowledged said instrument to be the free act and deed of said limited liability company.

SEAL

Notary Public
Printed Name: Francis A. Smith, Jr.
License No.: Bar Roll No. 12168

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 9th day of November, 2011, before me personally appeared C. Ann Peltier to me personally known, who, being by me duly sworn, did say that she is the duly authorized agent of Basin Properties, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said C. Ann Peltier acknowledged said instrument to be the free act and deed of said corporation.

SEAL

Notary Public
Printed Name:
License No.:

MATTHEW P. LEBLANC
PARISH OF LAFAYETTE
STATE OF LOUISIANA
NOTARY PUBLIC ID#92189
MY COMMISSION IS FOR LIFE

Attached hereto and made a part hereof that certain Memorandum Oil, Gas and Mineral Lease dated September 26, 2011 by and between MOSELEY PROPERTIES, L.L.C., as Lessor and BASIN PROPERTIES, INC., as Lessee.

EXHIBIT "A"

Attached to the certain Memorandum of Oil, Gas and Mineral Lease by and between Moseley Properties, L.L.C., as Lessor, and Basin Properties, Inc., as Lessee, dated effective September 26, 2011

TRACT 1: That certain tract or parcel of land, situated in Point Coupee Parish, Louisiana and being fully shown and designated as Tract 4-5-B, containing 18.10 acres, more or less, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled "Map Showing Subdivision of GREEN ACRES FARM, being the Subdivision of a certain tract of land belonging to the heirs of Dr. James C. Roberts, located in Sections 6,8,9,10,12,13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.
Said Tract 4-5 B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River. Said Tract 4-5-B contains the acreage, and has the diminsions, and the bearings and distances set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 338 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana. Said tract is further subject to the rights of way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

TRACT 2: That certain tract or parcel of land, situated in Pointe Coupee Parish, Louisiana and being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6,8,9,10,12,13 & 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana", made by John K. Laws, Registered Land surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish. Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan; South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and Est by the centerline of La. State Highway No. 981, shown on said plan. Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunninham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid. Said tract is further subject to the rights of way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana. SUBJECT TO all valid and unprescribed easements, rights of way, servitudes and mineral leases of record and affecting the hereinabove described property.

The aggregate of the two (2) tracts described herein is 153.22 acres, more or less.

120

CB 581 NO 029
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2011 DEC 29 AM 11: 52

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

MIGEL SAUCIER MILLER
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Notice is hereby given that:

JOEL ROBERTS MOSELEY, widow of E. Donald Moseley, whose address is 2067 West Magna Carta Place, Baton Rouge, LA 70815 (hereinafter referred to as "Lessor") has executed an Oil, Gas and Mineral lease to **BASIN PROPERTIES, INC,** whose address is Post Office Box 51582, Lafayette, Louisiana 70505, (hereinafter referred to as "Lessee") dated effective October 3, 2011, relating to and affecting the following described properties situated in Pointe Coupee Parish, Louisiana, to wit:

POINTE COUPEE PARISH, LOUISIANA

See attached Exhibit "A" for description of the property being leased herein.

And containing 189.87 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and minerals from the leased land during the term hereinafter provided and for the purposes incident to the exploration for and production, ownership, possession and transportation of such minerals (either from said land or acreage pooled therewith), subject to each and all of the provisions thereof.

TO HAVE AND TO HOLD the leased land for a primary term of three (3) years from and after the date hereof or any extension of the primary term as provided in said Oil, Gas and Mineral Lease and then so long thereafter, subject to certain restrictions, as oil or gas or minerals are produced in paying quantities from the leased land or acreage pooled therewith in accordance with the terms and provisions of Said Lease or Said Lease is maintained in force in any other manner therein provided.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of said Lease. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

This MEMORANDUM OF OIL, GAS AND MINERAL LEASE and all of its terms, conditions, covenants and provisions as well as those of Said Lease shall extend to and be binding upon all the heirs, successors and assigns of said Lessor and Lessee.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 3rd day of October, 2011.

WITNESSES:

Printed Name: Cynthia Cann Swindler

Printed Name: Chris L. Burleigh

LESSOR:

JOEL ROBERTS MOSELEY

Printed Name: Blake A. Hill

Printed Name: ANDREW ROUSSEL

LESSEE:
BASIN PROPERTIES, INC.

By: C. Ann Peltier, Agent

12982/022

STATE OF LOUISIANA)
PARISH OF POINTE COUPEE)

On this 21st day of October, 2011, before me personally appeared Joel Roberts Moseley, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed it as his/her (or their) free act and deed. In witness whereof I have hereunto affixed my hand and seal on the day and date first above written.

SEAL

Notary Public
Printed Name: Francis A. Smith, Jr.
License No.: 12168

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 9th day of November, 2011, before me personally appeared C. Ann Peltier to me personally known, who, being by me duly sworn, did say that she is the duly authorized agent of Basin Properties, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said C. Ann Peltier acknowledged said instrument to be the free act and deed of said corporation.

SEAL

Notary Public
Printed Name:
License No.:

MATTHEW P. LEBLANC
PARISH OF LAFAYETTE
STATE OF LOUISIANA
NOTARY PUBLIC ID#92189
MY COMMISSION IS FOR LIFE

Attached hereto and made a part hereof that certain Memorandum Oil, Gas and Mineral Lease dated October 3, 2011 by and between JOEL ROBERTS MOSELEY, as Lessor and BASIN PROPERTIES, INC., as Lessee.

EXHIBIT "A"

Attached to that certain Memorandum of Oil, Gas and Mineral Lease by and between Joel Roberts Moseley, as Lessor, and Basin Properties, Inc., as Lessee, dated effective October 3, 2011

TRACT 1: That certain tract or parcel of land containing 43.34 acres, more or less, situated in Irregular Sections 10, 12 and 36, Township 4 South, Range 11 East, being designated as Tract 2-1-A on that certain plat of survey dated October 16, 1984, prepared by John K. Laws, Registered Land Surveyor, recorded in Map Book 5, Map Number 182, Pointe Coupee Parish, Louisiana.

TRACT 2: That certain tract or parcel of land containing 79.71 acres, more or less, situated in Irregular Section 10 and 12, Township 4 South, Range 11 East, being designated as Tract 2-1-B on that certain plat of survey dated October 16, 1984, prepared by John K. Laws, Registered Land Surveyor, recorded in Map Book 5, Map Number 182, Pointe Coupee Parish, Louisiana.

TRACT 3: That certain tract or parcel of land containing 7.88 acres, more or less, situated in Irregular Section 12, Township 4 South, Range 11 East, being designated as Tract 2-1-C on that certain plat of survey dated October 16, 1984, prepared by John K. Laws, Registered Land Surveyor, recorded in Map Book 5, Map Number 182, Pointe Coupee Parish, Louisiana.

TRACT 4: That certain tract or parcel of land containing 40.54 acres, more or less, situated in Irregular Sections 10 and 36, Township 4 South, Range 11 East, being designated as Tract 2-3-A on that certain plat of survey dated October 16, 1984, prepared by John K. Laws, Registered Land Surveyor, recorded in Map Book 5, Map Number 182, Pointe Coupee Parish, Louisiana.

TRACT 5: That certain tract or parcel of land containing 18.40 acres, more or less, situated in Irregular Section 10 Township 4 South, Range 11 East, being designated as Tract 2-3-B on that certain plat of survey dated October 16, 1984, prepared by John K. Laws, Registered Land Surveyor, recorded in Map Book 5, Map Number 182, Pointe Coupee Parish, Louisiana.

The aggregate of the above five (5) tracts herein leased is 189.87 acres, more or less.

Miscellaneous Documents

BK 211 NO 93
RECEIVED & FILED
1991 JUL 17 AM 11:35
I.G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

IRREVOCABLE INTER VIVOS TRUST

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

SYLVIA REED ROBERTS, born Reed, wife of James Cleveland Roberts, Jr., a resident of lawful age of the Parish of Pointe Coupee, State of Louisiana, as "Settlor"

and

LOUISIANA NATIONAL BANK OF BATON ROUGE, represented herein by J. LUTHER JORDAN, JR., Vice President and Trust Officer, as "Trustee"

Settlor declares that she wishes to avail herself of the provisions of the laws of the State of Louisiana and particularly the provisions of the Louisiana Trust Code and to that end she does hereby irrevocably donate and deliver in trust unto the Trustee on the terms and conditions more fully set forth below, the following described property, to-wit:

See attached Exhibit A.

The property donated herewith to the trust shall be divided into four separate trusts and allocated in the percentages designated as follows, to be separately administered for the use and benefit of the beneficiaries designated under the terms and conditions set forth hereinafter:

I. NAMES OF TRUSTS
AND PERCENTAGE ALLOCATION TO EACH

1.1 The Trust created by this act shall be known as:

		Percentage Allocation
a.	The Fannie P. Reed Trust 1	15%
b.	The Sherry Ann McCrary Walker Trust 1	30%
c.	The Teresa Lynn McCrary Trust 1	30%
d.	The Sylvia Reed Roberts Grandchildren's Trust	25%
		100%

1.2 The property donated herewith and any other property or other assets which may be assigned to and delivered to the Trustee, unless otherwise specified by the Donor, shall be divided into four shares and allocated to the above named trusts in the proportions set forth hereinabove and each of said shares shall be held and considered a separate trust in all matters.

1.3 The shares allocated to each trust as set forth hereinabove and any other property which may hereafter be donated to these trusts shall be held as the principal of these trusts.

II. IRREVOCABILITY

This trust instrument and all its parts are irrevocable and Settlor relinquishes all right to alter, amend, revoke or terminate this agreement but reserves the right to add additional property to the corpus of the trusts. The donation made by the conveyance of property to these trusts is made under the express condition that Settlor shall not enjoy any usufruct over the property donated or any other right that she might otherwise have by virtue of the provisions of Louisiana law in the property donated or in these trusts.

III. BENEFICIARIES

3.1 The Fannie P. Reed Trust 1

a. Settlor's mother, Fannie P. Reed, shall be the primary income beneficiary of the Fannie P. Reed Trust 1.

b. The Sherry Ann McCrary Walker Trust 1, the Teresa Lynn McCrary Trust 1, and the Sylvia Reed Roberts Grandchildren's Trust shall be the principal beneficiaries and the successor income beneficiaries of the Fannie P. Reed Trust 1, in equal shares.

c. Trustee shall pay unto the primary income beneficiary all of the income from the Fannie P. Reed Trust 1 at least once each year and more frequently if requested by the primary income beneficiary.

d. Upon the death of the primary income beneficiary, Fannie P. Reed, the Trustee shall pay unto the Successor income beneficiaries in equal shares, all the income from the Fannie P. Reed Trust 1 until the trust of each Successor income beneficiary terminates, at which time the Trustee shall distribute to the principal beneficiary or beneficiaries of such terminated trust, the share of principal and accumulated income, if any, in the Fannie P. Reed Trust 1 attributable to said terminated trust. The income attributable to the two-thirds of principal remaining in the Fannie P. Reed Trust 1 shall be payable to the surviving income beneficiaries until their respective trusts are terminated.

3.2 The Sherry Ann McCrary Walker Trust 1 and The Teresa Lynn McCrary Trust 1.

a. Sherry Ann McCrary Walker and Teresa Lynn McCrary shall each be the income and principal beneficiary of the trusts bearing their respective names. The Trustee shall manage, invest and reinvest the trust property for the benefit of the said beneficiaries and may accumulate or distribute the income from each trust depending upon the needs of the beneficiaries and if the income is insufficient to provide the beneficiary of each trust with a reasonable standard of living, considering her age, health, capacity, special needs and station in life and other available sources of income trustee may invade the principal and make distributions of principal as well.

b. Trustee is expressly authorized to invade the principal of The Sherry Ann McCrary Walker Trust and the Teresa Lynn McCrary Trust to cover serious illness, emergency or other extraordinary events resulting in unusual expense to the beneficiaries

of such trusts.

3.3 Sylvia Reed Roberts Grandchildren's Trust 1.

a. Settlor's granddaughter, Shannon Marie Walker, daughter of Sherry Ann McCrary Walker, and any other grandchildren that Settlor may have shall be the principal and income beneficiaries of the Sylvia Reed Roberts Grandchildren's Trust, each of said grandchildren to share equally in the income and principal of this trust.

b. This trust shall be a class trust and the class shall remain open until it is no longer possible for other members to be admitted.

c. The Trustee may accumulate or distribute the income from the Sylvia Reed Roberts Grandchildren's Trust depending upon the needs of the income beneficiaries, and if the income is insufficient to provide the beneficiaries of that trust with a reasonable standard of living considering their age, health, capacity, special needs, station in life and other available sources of income, the trustee may invade the principal and make distribution of principal as well. Trustee is expressly authorized to invade the principal of this trust to cover serious illness, emergency or other extraordinary event resulting in unusual expense to the beneficiary of the trust. The Trustee may also invade principal to provide for the special educational needs of the beneficiaries and for such other special expenses as the Trustee in its sole discretion may deem in the best interest of the beneficiary. Settlor requests, to the extent possible, that the income from the grandchildren's trust be accumulated to provide funds for secondary education of the income beneficiaries following graduation from high school, including trade school, business school, college or university,

including both undergraduate work and graduate work, and to that end to provide funds for tuition, living expenses, books, and a reasonable amount of spending money in accordance with the standard of the institution and the beneficiaries station in life.

IV. TERM

4.1 The term of the Fannie P. Reed Trust shall be for the lifetime of Fannie P. Reed and thereafter until the trusts of all three Successor income Beneficiaries have terminated.

4.2 The term of the Sherry Ann McCrary Walker Trust shall be until Sherry Ann McCrary Walker reaches her 45th birthday or until her death, whichever comes first.

4.3 The term of the Teresa Lynn McCrary Walker Trust 1 shall be until Teresa Lynn McCrary reaches her 45th birthday or until her death, whichever comes first.

4.4 The term of the Sylvia Reed Roberts Grandchildren's Trust shall be until the last surviving grandchild of Settlor reaches his or her 45th birthday or until the last surviving grandchild of Settlor dies, whichever comes first.

V. TRUSTEE' POWERS

5.1 The Trustee shall have the following powers with respect to this trust, to be exercised as the Trustee in its discretion determines to be in the best interests of the beneficiaries but without in any way limiting the Trustee's other powers given by law or by other provisions of this instrument.

5.2 All the powers that Trustee is permitted to exercise under the provisions of Louisiana law, particularly, but not limited to, Part V, Sub-Part C, of the Louisiana Trust Code, and any additional powers that Trustees may hereafter be permitted to exercise under Louisiana Law..

5.3 If at any time the income or any discretionary payments of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent, but who,

by reason of illness or mental or physical disability is, in the opinion of the Trustee, after consulting with the family physician, unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways, as it deems best; (a) Directly to the beneficiary; (b) to the legally appointed tutor or curator of such beneficiary; (c) to some relative or friend for the care, comfort, maintenance, support and education of such beneficiary; (d) by the Trustee, using such amounts directly for such beneficiary's care, comfort, maintenance, support and education.

5.4 In addition to and without limiting the statutory authority granted Trustees, Trustee shall have all rights, authority and power to purchase out of the proceeds of the trusts assets of the estate of the Settlor at their value. The propriety of the purchase and the nature and extent thereof and amount of the purchase price shall be within the sole discretion of the Trustee, and it shall be free of any liability which results from such purchase or purchases.

5.5 The Trustee is authorized to make loans out of the trust property to the Settlor's executors or administators, provided such loans are made on adequate security and at an adequate rate of interest.

5.6 The Trustee is authorized to mingle the trust property of the separate trusts established by this act, allotting to each separate trust an undivided interest in the mingled property, which undivided interest shall always be equal to that trust's proportionate contribution to the mingled property, as adjusted from time to time as a result of accumulations of income, payment of principal, and additions to principal.

5.7 In addition to and without limiting the statutory authority granted Trustee by the Trust Code, Trustee shall be authorized to set up a reserve out of receipts from any oil, gas or mineral interests which may be owned by the trust, and treat as principal such proportionate part of any such receipts as the

Trustee may determine to be proper, but Trustee shall not be required to set up any such reserve, and if it so determines, it may treat as income all receipts received from any such interests without deducting any part thereof as a reserve. All proceeds of sale of any part or all of such interests shall be principal. In making any such determination, Trustee shall take into consideration the effect, if any, which such determination may have upon the income or other taxes that it or any of the trust beneficiaries may be required to pay. The determination of the Trustee with respect to the matters referred to herein shall be final and conclusive upon all persons who may be interested in any such interests.

5.8 Trustee, in its sole discretion, shall have authority to terminate any of the trusts created herein if and when the trust assets are fully distributed or reduced to such an extent as to render maintenance of the trust economically unfeasible, and provided that the termination of the trust will be for and in the best interest of the beneficiary.

VI. RESTRAINT OF ALIENATION

No beneficial interest under the trust whether income or principal shall be subject to voluntary or involuntary sale, alienation, assignment, encumbrance, pledge or hypothecation but shall be subject to the provisions of the Louisiana Trust Code pertaining to "Spendthrift trusts".

VII. ACCOUNTING

Trustee shall render an account of the administration of the trust to the beneficiary in accordance with Section 2088 of the Louisiana Trust Code as it may hereafter be amended.

VIII. COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services. All compensation and charges including all legal expenses, and the expenses of the administration and a periodic accounting shall be charged against income and none of it shall

be charged to principal.

IX. ADDITIONAL GIFTS

Settlor and any other person from time to time may make additional gifts or donations to this trust by making them payable to the Trustee and transferring and delivering same to the Trustee, which additional property upon its acceptance by the Trustee shall become a part of these trust estates.

X. CONSTRUCTION AND SEVERAILITY OF TRUST PROVISIONS

The provisions of the trust shall be accorded a liberal construction. The terms shall be construed in conformity with the definitions of the Louisiana Trust Code, unless otherwise stated or unless the circumstances otherwise indicate. The headings are intended for convenience without limiting effect and the illustrations of the trustee's authority shall not be construed as limitations. The trust provisions are intended to be severable and a provision of the trust adjudicated to be invalid shall not impair any other provision.

AND NOW INTO THESE PRESENTS comes and appears Louisiana National Bank of Baton Rouge by J. LUTHER JORDAN, JR., Vice President and Trust Officer of the Trustee named above, who declared unto me, Notary, that the said Louisiana National Bank of Baton Rouge accepts the trust and position of Trustee hereby created in each of the above designated trusts and accepts the donation made hereby and acknowledges receipt of the trust property described herein which has been delivered to and received by him contemporaneously with the execution hereof.

THUS DONE, READ AND PASSED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on the 24TH day of JUNE, 1981, in the presence of the undersigned competent witnesses, who have hereunto signed

their names with the said appearers and me, Notary Public, after reading of the whole.

WITNESSES:

Vicky Hasan Byrd

Elaine P. Sawyer

Sylvia Reed Roberts
SYLVIA REED ROBERTS

LOUISIANA NATIONAL BANK OF
BATON ROUGE, LOUISIANA

BY: [illegible]

Robert S. Jennings Jr.
Notary Public

EXHIBIT A

SYLVIA REED ROBERTS IRREVOCABLE INTER VIVOS TRUST

DATED JUNE 24, 1981

A certain tract of land situated in Sections 6, 8, 9, 10, 13, and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Sections 6-8-9-10-13 and 36 Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map, and 160.5 acres, more or less, of Batture Land adjacent thereto, Township 4 South, Range 11 East.

FOR IDENTIFICATION:

Sylvia Reed Roberts

Sylvia Reed Roberts

LOUISIANA NATIONAL BANK OF BATON ROUGE TRUSTEE

BY

TRULY RECORDED JULY 17 , 1981, BARBARA LAURENT, DY. CLERK

RECEIVED & FILED
JUL 17 AM 11:38
I.G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE
BK 211 NO. 24

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACT OF DONATION OF ROYALTY INTERESTS

BE IT KNOWN that on the 24TH day of JUNE, 1981, before me, ROBERT B. JENNINGS, JR., a Notary Public duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, personally came and appeared:

> SYLVIA REED ROBERTS, a resident of lawful age of the Parish of Pointe Coupee, State of Louisiana, married to and living with James Cleveland Roberts, Jr. and whose permanent mailing address is declared to be Post Office Box 8, New Roads, Louisiana 70760, hereinafter referred to as "Donor",

who declared unto me, in the presence of the undersigned competent witnesses, that she does hereby irrevocably donate, assign and deliver the mineral royalty interests hereinafter described unto:

> LOUISIANA NATIONAL BANK OF BATON ROUGE, LOUISIANA, as Trustee of the hereinafter designated trusts which were created by Donor, as Settlor, by instrument before ROBERT B. JENNINGS, JR., Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, on the 24TH day of JUNE, 1981,

the mineral royalty interests to be allocated to the trusts in the same proportions allocated in the instrument creating the trusts, to-wit: **

a. The Fannie P. Reed Trust 1 -------- 15%
b. The Sherry Ann McCrary Walker Trust 1 ---------- 30%
c. The Teresa Lynn McCrary Trust 1---- 30%
d. The Sylvia Reed Roberts Grandchildren's Trust ---------- 25%

The mineral royalty interests donated herewith shall consist of an undivided twenty (20%) per cent of Settlor's two (2%) per cent royalty interest or a percentage interest of .004000 of the whole of any production of minerals from the following described property but being solely and only a royalty interest, and to be paid out of any royalties from any oil, gas or mineral lease affecting the subject property, including more particularly, but not necessarily exclusively, a lease dated January 6, 1977, signed by Bertha Seibert Roberts, James C. Roberts, Jr., William

**The value of the mineral royalty donated is $10,370.40.

Seibert Roberts, Joel Roberts Moseley and George Pitcher Roberts, as Lessors, and Thomas A. Durham, as Lessee, which lease was recorded on February 28, 1977 in Conveyance Book 139, Entry No. 75 in the office of the Clerk and Recorder, Parish of Pointe Coupee, State of Louisiana; or any other lease which may be executed by Donor in favor of a third party on any portion of the following described property, it being understood that this is a donation of royalty rights as contra distinguished from a mineral rights and is not to be confused with mineral rights affecting and pertaining to the following described tracts of land. Donor reserves 80% of her .020000 interest, or a percentage interest of .016000 of the whole of the royalty interest.

The property in question is more particularly described as follows:

> A certain tract of land situated in Sections 6, 8, 9, 10, 13 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Sections 6-8-9-10-13 and 36 Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana", a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map, and 160.5 acres, more or less, of Batture Land adjacent thereto, Township 4 South, Range 11 East.

Donor declared that she is acting herein with reference to her separate and paraphernal property under her separate management, administration and control and for the use and benefit of her separate estate, her mineral royalty interests in the subject property having been acquired by Act of donation from her husband James Cleveland Roberts, Jr. by Act dated April 5, 1979, and recorded in Conveyance Book _____, Entry No. _____ in the office of the Clerk and Recorder, Parish of Pointe Coupee, State of Louisiana.

The mineral royalty interest and right herein donated shall be received and held by said Trustee under all of the terms and

provisions of the hereinabove referred to instrument executed by Sylvia Reed Roberts on 24TH JUNE, 1981, as set forth hereinabove.

This transfer and donation is made subject to any oil, gas and mineral leases now affecting said land, including more particularly, but not necessarily exclusively, the Thomas A. Durham lease described hereinabove, and the Lessees of said oil, gas and mineral leases shall be authorized to pay the royalties assigned hereunder directly to Louisiana National Bank, as Trustee for the trust for the beneficiary designated. This donation and transfer, however, is not limited to royalties accruing under the leases presently affecting the said lands, but the rights herein granted are and shall remain a charge and burden on the land herein described and binding on any future owners or lessees of said lands, and, in the event of the termination of the present leases, the said royalties shall be delivered and/or paid out of the whole of any oil, gas or other minerals produced from said lands by the owner, lessee or anyone else operating thereon.

Donor herein reserves the right to grant future leases affecting said lands so long as there shall be included therein, for the benefit of the Grantee herein, the royalty rights herein conveyed; and the Donor further reserves the right to collect and retain all bonuses and rental paid for or in connection with any future lease or accruing under the lease or leases now outstanding.

AND NOW INTO THESE PRESENTS comes LOUISIANA NATIONAL BANK OF BATON ROUGE, represented by J. LUTHER JORDAN, JR. as Vice President and Trust Officer of the Trustee named above, who declared unto me, Notary, that the said Louisiana National Bank of Baton Rouge accepts the donation made hereby.

THUS DONE, READ AND PASSED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses who have hereunto signed

their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Vicky Lahar Byrd

Elaine P. Sawyer

SYLVIA REED ROBERTS

LOUISIANA NATIONAL BANK OF BATON ROUGE, LOUISIANA

BY:

Robert B. Jennings Jr

Notary Public

TRULY RECORDED JULY 17 , 1981, BARBARA LAURENT, DY. CLERK

ENTRY NO. 194

917

CB 260 NO 194

RECEIVED & FILED

1984 FEB 27 AM 10:08

I.G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

AFFIDAVIT OF OWNERSHIP PURSUANT TO

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN that on the 27th day of February, 1984, before me personally, came and appeared:

> F.E. & G. INC., a Louisiana corporation, domiciled in the Parish of Pointe Coupee, appearing herein through its duly authorized president, MESCAL B. BROWN,

who, after being duly sworn and deposed stated:

F. E. & G. Inc. purchased from SYLVIA REED, wife of/and JAMES C. ROBERTS, JR. by act before James C. Dewey, Notary Public, dated February 6, 1984, recorded in the Parish of Pointe Coupee, State of Louisiana, at Conveyance Book 260, Folio 14, on February 6, 1984, in the Conveyance Record of the Parish of Pointe Coupee, a certified copy of which is annexed hereto, the following described property to wit:

> An undivided one-fourth (1/4) interest in and to the following described property, to-wit: A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes, and privileges thereunto apperaining, situated in Sections 6, 8, 9, 10, 13, and 36, T-4-S, R-11-E, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3. A property of Dr. James C. Roberts composed of Parts of Secs. 6-8-9-10-13 & 36 T4S-R11E Pointe Coupee Parish, Louisiana," a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 277: said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map.
>
> Being a portion of the same property acquired by James Cleveland Roberts, by inheritance as will appear by reference to the Judgment of Possession in the Succession of Dr. James C. Roberts bearing No. 10,739 on the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana, dated, filed and registered June 19, 1972, at Conveyance Book 105, Entry No. 28, of the records of Pointe Coupee Parish, Louisiana.

Specifically included in this sale is the undivided one-fourth (1/4) interest in and to 160.5 acres more or less of Batture Land adjacent thereto, Township 4 south Range 11 East and all rights title interest in and to the minerals and royalties in and on all of the above described property, all acquired as set forth above.

Appearer further deposed that on or about February 17, 1984, Gulf Oil Corporation caused a notice of seizure to be issued through the United States Marshall's office on the aforementioned property, said seizure directed to appearer's ancestor in title, JAMES C. ROBERTS, JR.

Appearer hereby gives notice to GULF OIL CORPORATION, the United States Marshall of the Middle District of Louisiana, and the Sheriff of the Parish of Pointe Coupee, that it is the bona fide owner of said property and makes demand upon GULF OIL CORPORATION to immediately release the aforesaid seizure or, alternatively, to place an indemnity bond with a good and solvent surety licensed in the Parish of Pointe Coupee, State of Louisiana, in an amount double the value of the property seized or ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

THUS DONE AND PASSED in my office at New Roads, Louisiana, on the date aforementioned after due reading of the whole in the presence of the undersigned competent witnesses, appearer and me, Notary.

WITNESSES:

F.E. & G. INC.

BY: Mescal B. Brown
MESCAL B. BROWN, President

Beth Ortiz

C. Jerome D'Aquila
NOTARY PUBLIC

TRULY RECORDED FEBRUARY 27, 1984, KATHRYN O. LEONARD, DY CLERK

ENTRY NO. 103

L 434

U. S. Department of Justice
United States Marshals Service

NOTICE OF SEIZURE
United States District Court

RECORD

GULF OIL CORPORATION

VS.

J. C. ROBERTS OIL CO., INC. ET AL

CIVIL ACTION NO. 83-848

UNITED STATES MARSHAL'S OFFICE

MIDDLE DISTRICT OF LOUISIANA

TO: JAMES C. ROBERTS, JR.
510 COURT STREET
NEW ROADS, LA. 70760

By virtue of authority the date filed, the notice is cancelled. 6/29/87
Clerk of Court

Take Notice: That by virtue of a writ of Fieri Facias issued from the United States District Court for the MIDDLE District of Louisiana, I have seized and taken into possession, and in three days from the service hereof, shall proceed to advertise and sell, according to law, with the benefit of appraisement, the following described property, to wit:

(SEE ATTACHMENT)

RECEIVED & FILED
1984 FEB 15 PM 12:08
J.G. OLIVIER
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

CB 960 #103
MB 1/59 no/135

to pay and satisfy judgment rendered in this suit in favor of the complainant, GULF OIL CORPORATION, and against the defendant(s), J. C. ROBERTS OIL CO, INC. ET in the amount stated in said writ, together with interest, and all costs.

Witness my official signature as United States Marshal for the MIDDLE District of Louisiana, at BATON ROUGE Louisiana, this 13th day of FEBRUARY, 19 84.

JAMES L. MEYERS
United States Marshal

By: [signature]

Prior Edition May Be Used

Form USM-173 (Rev. 4/23/81)

Copy 3 — Send for Recordation

A certain tract of land, together with all of the buildings and improvements thereon, and all of the rights, ways, servitudes and privileges thereunto appertaining, situated in Sections 6, 8, 9, 10, 13 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana, and being shown on a map prepared by James N. Garrett, Land Surveyor, dated New Roads, Louisiana, July 31, 1971, entitled "Map of Green Acres Farm contains 1296.3 A. property of Dr. James C. Roberts composed of Parts of Sections 6-8-9-10-13 and 36, Township 4 South, Range 11 East, Pointe Coupee Parish, Louisiana", a blue line print of said map being on file and of record in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, Louisiana, in Conveyance Book 99, Entry 227; said property having such measurements and dimensions, and being subject to such servitudes as is shown on said map, and 160.5 acres, more or less, of Batture Land adjacent thereto, Township 4 South, Range 11 East.

EXHIBIT A

TRULY RECORDED FEBRUARY 15 1984, LORRAINE M. POURCIAU, DY CLERK

725

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CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

OPTION AGREEMENT

This Agreement, effective as of the latest date reflected on acknowledgments hereto, is executed, by and between Moseley Properties, L.L.C., appearing through its Manager, Mrs. Joe Roberts Moseley with a mailing address of C/O Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825 (hereinafter referred to as "Optionor"), and **EDG-LOUISIANA, L.L.C.**, a limited liability company, with a mailing address of 21 Tokalon Place, Metairie, Louisiana, 70001 (hereafter referred to as "EDG").

WITNESSETH:

1. **Grant of Option**

In consideration of the payments to be made, the Optionor does hereby grant and give to EDG, and EDG accepts, the right and exclusive option to purchase (hereinafter referred to as the "Option"),

upon the terms and conditions hereinafter set forth, the seventy-five (75) western acres of that certain piece or parcel of land situated in Township 4 South, Range 11 East, Pointe Coupee Parish in the State of Louisiana, (hereinafter referred to as the "Pointe Coupee Premises"), and described in Exhibit "A-1" attached hereto. Said Exhibit "A-1" describes the entire tract owned by Optionor, sometimes hereinafter referred to as "Optionor's Tract." Optionor's tract is depicted as 4-5-B and 4-6-B on the plat attached hereto as Exhibit "A-2". A rough estimate of the western seventy-five (75) acres is marked by cross hatching and labeled "Pointe Coupee Premises" on the plat attached hereto as Exhibit "A-3"; the exact dimensions of the Pointe Coupee Premises will be determined by a survey as referenced herein.

2. **Option Consideration and Term**

As consideration for the granting of this Option (the "Option Consideration") EDG shall pay to Optionor the following amounts:

Covered Period	Total Payment
One Year	$78,150.00

154711

Next 6 Months	$39,075.00

Upon full execution of this Contract by Optionor and EDG, EDG shall pay to Optionor the sum of Seventy Eight Thousand One Hundred and Fifty and 00/100 Dollars ($78,150.00)(comprised of $71,250.00 dollars as consideration for Optionor's granting EDG the option to purchase the Pointe Coupee Premises for the Purchase Price hereinafter set forth and the gas pipeline servitude, $5,000 for the water pipeline servitude option as set forth in paragraph 15 below, and $1,900 for the roadway servitude option as set forth in Paragraph 15 below). The initial term of the option (hereafter "Initial Option Period") shall commence on the Effective Date (which is the date on which the latter of the Optionor or EDG executes this Contract and all, if any, changes thereto, as shown by the dates on their respective acknowledgements) hereof and shall expire at 5:00 p.m. on the date that is 365 days from the Effective Date unless extended as set forth herein. EDG may at its sole discretion extend the option period for an additional 180 days by paying the Optionor the sum of Thirty Nine Thousand Seventy-Five and 00/100 Dollars ($39,075.00) (comprised of $35,625 for the option to purchase and the gas pipeline servitude option, $2,500 for the water pipeline servitude option, and $950 for the roadway servitude option), on or before the last day of the Initial Option Period. If extended, the option shall expire at 5:00 p.m. on the date that is 545 days from the Effective Date. The option payments shall be paid by check delivered to Moseley Properties, L.L.C., in care of Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825. It is expressly the intent of the parties that should the Option be exercised by EDG as set forth in this paragraph 1, the payments described herein shall be credited toward the Purchase Price It is further the intent of the parties that should the EDG fail to exercise its Option, all sums paid hereunder shall be retained by Optionor, except as provided in this paragraph 2, paragraph 4(d) and paragraph 7 hereof. EDG shall have a six-month due diligence period starting on the day that the last party signs this agreement. The due diligence review is limited to a review of title to determine the merchantability of the Pointe Coupee Premises and an environmental review of the Pointe Coupee Premises for contamination of the soil, subsoil, or ground water. During this six-month due diligence period, EDG may raise title objections or environmental objections on the condition of the soil, subsoil, or ground water. Any objections that are not raised during this six-month due diligence period will be

deemed waived (subject to Paragraph 4.d below). All objections raised by EDG shall be delivered in writing to Optionor at the notice address. Optionor shall have the right, but not the obligation, to cure the objection(s) any time within the first 365-day option period. If Optionor determines that it cannot or does not desire to cure any objection raised by EDG, Optionor can give EDG written notice that the objection(s) will not be cured. EDG will have thirty (30) days from its receipt of notice from Optionor of the decision not to cure, to give notice of termination of the option. If EDG does not send notice of termination within said thirty-day period, the noticed objections will be deemed waived.

Subject to the provisions of Paragraph 4.d., below, all deposits made under this Agreement for land and servitudes shall become the property of Optionor if no objections are raised by EDG during this six-month due diligence period, or at such time, if any, that the objections are cured to the satisfaction of EDG or said objections are deemed waived as provided herein.

Subject to the provisions of Paragraph 4.d., below, all deposits delivered by EDG to Optionor shall be refunded to EDG if EDG has raised objections timely and Optionor does not cure them timely unless EDG has waived them as provided above.

3. **Exercise of Option**

The Option may be exercised at any time during the aforesaid term of the Option by EDG in accordance with the procedures and at the addresses set forth in paragraph 9 hereof. The notice of exercise of the Option shall be in writing, signed by EDG and in substantially the following form: "EDG-Louisiana, L.L.C., acting herein by _____, hereunto duly authorized, hereby notifies you that EDG-Louisiana, L.L.C. exercises its Option to purchase for **SEVEN HUNDRED AND TWELVE THOUSAND AND NO/DOLLARS ($712,500.00)** less amounts paid under the Option to date for the Pointe Coupee Premises described in a certain Option Agreement between you and EDG. EDG ratifies and confirms all provisions of the Option Agreement. EDG represents that it has had no dealings or negotiations with any broker or agent in connection with the Pointe Coupee Premises which are the subject of this Option." The date of the exercise of the Option shall be the date notice of the exercise of the Option by EDG is given to Optionor by any of the methods provided in paragraph 9 hereof.

4. **Closing Date and Conveyance**

In the event that this Option is exercised by EDG, the sale and purchase pursuant to the terms of the Option shall be consummated and closed (hereinafter referred to as the "Closing") by the Optionor and EDG within thirty (30) days of the date of the exercise of the Option. Optionor shall convey good, marketable and insurable title to the Pointe Coupee Premises by Warranty Deed subject to the following:

a. Any and all provisions of any present or future building, building line and zoning restrictions and regulations of all governmental authorities having jurisdiction and public or private law.

b. All encumbrances, easements and encroachments and any state of facts that an accurate survey and/or physical inspection of the Premises may show, provided that the same do not render title unmarketable or uninsurable.

c. Rights and easements, if any, of the utility company to maintain, operate and repair lines, wires, conduits, boxes, cables, poles and other utility facilities on, under, or across the Pointe Coupee Premises.

d. Covenants, encumbrances, easements, restrictions, limitations, conditions and reservations of record, if any, provided same do not render title unmarketable, and subject to any objections waived pursuant to Paragraph 2.

If Optionor has good, merchantable and insurable title subject to any objections waived pursuant to Paragraph 2 as of the date of the Closing, EDG and Optionor shall execute an Act of Conveyance at the Closing. If title shall become unmarketable due to actions of Optionor after the date that Optionor executes this Option Agreement and shall remain so for a period of thirty (30) days after the date scheduled for the Closing, EDG shall at its option. (i) terminate this Agreement and be reimbursed by Optionor for the reasonable costs of preparation of the survey of the Pointe Coupee Premises and for the reasonable costs of examination of title to the Pointe Coupee Premises and shall be entitled to a complete return of the Option Consideration paid hereunder, or (ii) accept the Pointe Coupee Premises subject to all existing title conditions.

5. **Hold Harmless and Entry onto Premises**

During the term of this Option, Optionor also grants EDG permission to enter upon the

Pointe Coupee Premises and the adjacent property owned by Optionor at any time for the purposes of making a survey, percolation tests, deep hole tests, such tests for contamination as EDG may deem necessary to determine the surface or subsurface condition of the soil and/or water on, over and under the Pointe Coupee Premises or such other tests as EDG may deem necessary to evaluate the condition of the Pointe Coupee Premises, all at EDG's sole risk, cost and expense. EDG shall be responsible for and reimburse Optionor for any loss or damage occasioned by its entry on the Pointe Coupee Premises for such purposes. EDG shall have the right to review all of Optionor's records pertaining to the Pointe Coupee Premises in Optionor's possession or control. EDG shall defend, indemnify and hold harmless Optionor from any claim in any way directly related to the presence of EDG or EDG's agents, assigns, contractors, or business invitees on Optionor's Tract. EDG shall provide Optionor with evidence of liability insurance coverage of at least $1 million covering EDG and its agents, contractors, assigns or business invitees. EDG acknowledges that cattle are on the subject property and that EDG takes all responsibility and precautions for dealing with the cattle and assures that it, its agents, assigns, contractors, and business invitees will take precautions to prevent the release of the cattle from the Pointe Coupee Premises.

It is expressly the intent of the parties that EDG may acquire the Pointe Coupee Premises for an unspecified use. However, the property will be sold subject to restrictions that prohibit the property from being used as a waste disposal site, a surface disposal pit, or for the storage of hazardous wastes or chemicals (as the term hazardous waste is defined in Paragraph 14 d hereof) except that hazardous chemicals stored above-ground which are to be used in the ordinary course of EDG's operations on the Pointe Coupee Premises may be stored on the Pointe Coupee Premises. Furthermore, it is the express intent of the parties that if either EDG or Optionor terminates this Agreement, said termination will constitute a release of all claims with regard to this Agreement.

6. **Adjustments**

All real estate taxes and other charges shall be prorated as of midnight of the day before the Closing of Title and EDG shall be responsible for any costs, penalties or expenses associated with terminating the property's "farm land" classification.

7. **Amount and Payment of Purchase Price**

The Purchase Price shall be **SEVEN HUNDRED AND TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($712,500.00) for the Pointe Coupee Premises** (the "Purchase Price"). The total Purchase Price, minus Option payments adjustments, shall be paid to the Optionor by EDG in cash or by certified or bank check at the Closing. In the event that EDG shall not exercise the Option, Optionor shall retain all sums paid hereunder pursuant to paragraph 1 hereof unless: (a) EDG fails to exercise the Option due to contamination of soil, subsoil or groundwater, or (b) EDG, having given notice of exercise of the Option, terminates this Agreement due to unmarketable or uninsurable title in accordance with paragraph 4 hereof, in which event all sums paid by EDG pursuant to this Agreement shall be returned to EDG.

8. **Zoning**

During the term of this Option, EDG shall have the right to apply for and endeavor to obtain for the Pointe Coupee Premises from the appropriate governmental authorities, any change of zone, subdivision, variance, special use permit, or any other authorization as may be desired by EDG or required under any local, county, state or federal law, ordinance or regulation to allow the use of the Pointe Coupee Premises for any business as EDG and/or its tenants and/or successors and/or assigns may desire to conduct on said Premises, all at its own cost and expense. Optionor shall cooperate and assist EDG in every way possible, but at no cost to Optionor, in EDG's efforts as described above.

9. **Notices**

All notices to be given Optionor shall be in writing and delivered by hand, or by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionor as follows:

Moseley Properties, L.L.C.
C/O Mark D. Mese
22nd Floor, One American Place
Baton Rouge, Louisiana 70825.

or at such other addresses as the Optionor shall from time to time designate by written notice to the EDG by certified mail, return receipt requested. All notices to be given to EDG shall be in writing and delivered by hand or by reputable overnight courier or by certified mail, return receipt requested,

addressed to the EDG as follows:

EDG Louisiana, LLC
C/O Ramesh Raman
27 Danbury Rd.
Wilton, CT. 06897
Fax: 203-563-9888

or at such other address as EDG shall from time to time designate by written notice to the Optionor. Notice shall be deemed given on the date delivered if delivered in person, one (1) business day after the date of deposit in a reputable overnight carrier, or three (3) days after the postmarked date of mailing if sent via U.S. Mail certified, return receipt requested.

10. **Place of Closing**

If the Option is exercised, the Closing shall take place at the offices of Mark D. Mese 22nd Floor, One American Place, Baton Rouge, Louisiana 70825.

11. **Recordation**

EDG or Optionor may, at its election, record this Option with in the Conveyance Records and any other public record of Pointe Coupee Parish.

12. **Survey**

Should EDG exercise the Option as aforesaid, at least fifteen (15) days prior to the Closing and transfer of title, EDG agrees to provide to Optionor, at EDG's sole cost and expense, a Class A-2 survey. Should EDG have prepared at any time during the terms of this Option a Class A-2 survey of the Pointe Coupee Premises, EDG agrees to provide to Optionor, at EDG's sole cost and expense, a stamped copy of said Class A-2 survey. The metes and bounds description set forth in the survey shall be the description contained in the deed to EDG. Optionor shall have the right to approve the metes and bounds description to verify the accuracy of the survey and the metes and bounds description shall be provided to Optionor at least thirty (30) days prior to Closing, which approval shall not be unreasonably withheld or delayed. Within thirty (30) days of receiving the metes and bounds description from EDG, Optionor shall notify EDG in writing of whether it approves or disapproves of same, and if it disapproves of the survey, of the reasons for its disapproval.

13. **Agreements of Optionor**

Optionor agrees, until the earlier to occur of termination of this Agreement, expiration of this Agreement or Closing:

a. to maintain the Pointe Coupee Premises in the same condition as it is in as of the date hereof, in accordance with all requirements of any governmental authority, reasonable wear and tear excepted;

b. to maintain liability and property insurance on the Pointe Coupee Premises in amounts no less than the coverage Optionor or its tenants currently have with respect to the Pointe Coupee Premises;

c. until the date of Closing, Optionor will not voluntarily encumber the Pointe Coupee Premises with any new easements, agreements, licenses or leases or with any mortgage or other monetary lien or encumbrance without the prior written consent of EDG; and

d. to terminate the leases of all tenants of the Pointe Coupee Premises on or before the Closing.

14. **Representations and Warranties of Optionor**

Optionor represents and warrants to EDG as follows, which representations and warranties shall be deemed made by Optionor to EDG as of the date hereof, shall be continuing representations throughout the term of this Agreement, shall be made upon Closing and shall survive Closing, with the understanding that but for such representations and warranties, EDG would not execute this Agreement:

a. This Agreement is, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Optionor shall (upon consummation of the transaction contemplated under this Agreement) be, duly executed and delivered by, and upon delivery thereof, shall be binding upon and enforceable against, Optionor in accordance with their respective terms;

b. Optionor has the legal right, power and authority to enter into this Agreement and to perform all of his obligations hereunder, and the execution and delivery of this Agreement and the performance by Optionor of his obligations hereunder shall not conflict with or result in a breach of any

law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which Optionor is a party or by which Optionor is bound or to which Optionor or any portion of the Pointe Coupee Premises is subject;

c. Optionor has not granted an option or other right to purchase or otherwise acquire any portion of the Pointe Coupee Premises or any interest therein to any party except EDG pursuant to this Agreement;

d. Optionor has no knowledge: (1) that any hazardous waste (as defined in any present and future local, state and federal law relating to the environment and environmental conditions including without limitation, RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Clean Air Act 42 U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f- 300j, and all regulations, orders and decrees now or hereafter promulgated) has been generated, treated, stored or disposed of or otherwise deposited in or on the Pointe Coupee Premises, including without limitation the surface waters and subsurface waters of the Pointe Coupee Premises; (2) that there are any substances or conditions in or on the Pointe Coupee Premises which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements; (3) that any toxic or hazardous substances have been improperly generated, treated, stored or disposed of or otherwise deposited in or on the Pointe Coupee Premises, including without limitation the surface waters and subsurface waters of the Pointe Coupee Premises; or (4) that there are any substances or conditions in or on the Pointe Coupee Premises which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements;

e. There exists no actual, contemplated or threatened condemnation of the Pointe Coupee Premises;

f. There exists no actual, contemplated or threatened special assessments with

respect to the Pointe Coupee Premises;

g. Optionor owns, in the name of Optionor, title to the Pointe Coupee Premises and there are no encumbrances, leases (other than agricultural leases subject to sixty (60) day termination provisions disclosed to EDG and which shall be terminated by Optionor at such time as it receives notice of EDG's intent to exercise the Option to Purchase), liens, mortgages, or other rights of third parties affecting the Pointe Coupee Premises;

h. From the date of this Agreement to the date of Closing, Optionor shall not grant any interest in the Pointe Coupee Premises to any party whatsoever and Optionor shall not voluntarily create or allow any liens or encumbrances to be placed on the Pointe Coupee Premises other than sixty (60) day leases with prior consent of EDG;

i. Optionor is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

j. Optionor has not received a notice of violation of any applicable law pertaining to the Pointe Coupee Premises or any portion thereof which provision of such notice has not been complied with nor does Optionor have knowledge of any such violation thereof;

k. There are no parties in possession of the Pointe Coupee Premises or any portion thereof as tenants under leases or licensees under license agreements or under any other agreement other than as disclosed on Exhibit "B" attached hereto;

l. There are no actions, suits or other legal proceedings presently pending or threatened against the Pointe Coupee Premises or the Optionor; and

m. In the event Optionor becomes aware of receives notices from any governmental agency relating to the Pointe Coupee Premises, Optionor shall immediately notify, and furnish a copy to, EDG.

15. **Rights of Way and Servitudes**

In the event that EDG exercises the Option, Optionor agrees that it will at the Closing grant EDG the following assignable and perpetual predial servitudes:

a a servitude on its tract situated between the Pointe Coupee Premises and the Mississippi River which shall cover sufficient acreage to permit EDG, or its lessees, successors or assigns, to

transport water from the Mississippi River to the Pointe Premises and from the Pointe Coupee Premises to the Mississippi River, which agreement shall be executed by the parties at the Closing. The consideration paid by EDG to Optionor in cash or by certified or bank check at the Closing for said water pipeline servitude shall be Fifty Thousand ($50,000) Dollars if the pipelines are located at least thirty-six (36) inches below ground level or One Hundred Thousand ($100,000) Dollars if the pipelines are located above that depth. Optionor has the right to approve the final location of said servitude but that approval will not be unreasonably withheld. The option payment for the water pipeline servitude shall be Five Thousand ($5,000) Dollars for the first 12 months and Two Thousand Five Hundred ($2,500) Dollars for the next 6 Months, which periods shall run contemporaneously with the term of the option to purchase set forth in Paragraph 2 hereof.

b. a servitude on its tract situated between the Pointe Coupee Premises and the Mississippi River which shall cover sufficient acreage to permit EDG, or its lessees, successors or assigns, to construct a road enabling ingress and egress from River Road, and/or the nearest roadway, which agreement shall be executed by the parties at the Closing. The width of this roadway servitude shall not exceed sixty (60) feet and shall be located on the down river side of Optionor's Tract. The consideration for this servitude shall be Nine Thousand Five Hundred ($9,500) Dollars per acre. The option payment for the roadway servitude shall be One Thousand Nine Hundred ($1,900) Dollars for the first 12 months and Nine Hundred Fifty ($950) Dollars for the next 6 Months, which periods shall run contemporaneously with the term of the option to purchase set forth in Paragraph 2 hereof.

c. a servitude on its tract situated between the Pointe Coupee Premises and the Mississippi River for transportation of natural gas to the Pointe Coupee premises, which agreement shall be executed by the parties at the Closing. The consideration for the natural gas pipeline servitude shall be Nine Thousand Five Hundred ($9,500) Dollars per acre. No option payment beyond those specified in Paragraph 2 above shall be required to preserve this right to a natural gas servitude.

Optionor shall retain a perpetual and assignable predial servitude for a steam pipeline and/or electrical transmission line or lines from the Cajun Power Plant next door to the Pointe Coupee Premises to the Optionor's Tract, the details of said servitude to be worked out in the future and the location and

parameter of the servitude to be subject to the approval of EDG.

16. **Assignments**

EDG may assign all or part of its rights, duties or obligations under this Option Agreement without the consent of the Optionor.

Optionor understands that EDG intends to develop a power generation project and may assign the permitted project to another entity for the possible construction, ownership and/or operation of a power generating project on the Pointe Coupee Premises. Optionor agrees that subparagraphs (a) and (b) of this paragraph 16 are not intended and shall not apply to any such assignment, transfer, conveyance or transaction. This provision also shall not apply to any assignment, transfer, conveyance or other transaction between EDG and any entity in which EDG owns more than a 50% interest. This provision also shall not apply to any assignment, transfer, conveyance or other transaction by which EDG transfers the Option under this Agreement or, after the exercise of the Option, the Pointe Coupee Premises along with any other asset or right, such as government permits, other agreements, or other rights of way.

EDG is not acquiring the Pointe Coupee Premises solely for speculation. Within two (2) years of the exercise of the option by EDG or purchase by EDG affecting the property which is the subject of this agreement, whichever time period is longer or applicable, Optionor will be entitled to one of the following:

a. In the event that the Option under this Agreement is assigned to an entity which (i) EDG does not own fifty percent (50%) interest in, (ii) does not intend to develop a power generator project, and (iii) does not also receive along with EDG's interest in this Option Agreement any other asset or right, such as government permits, other agreements or right of way, Optionor will be entitled to twenty-five (25%) percent of the funds received by EDG from said third party in excess of EDG's development costs, plus the option price previously paid by EDG to Optionor, plus $300,000.

b. In the event that EDG exercises the option and takes title to the property and sells, assigns, transfers or conveys this interest to an entity which (i) EDG does not own fifty percent (50%) interest in, (ii) does not intend to develop a power generator project, and (iii) does not also receive along with EDG's interest in the Pointe Coupee Premises any other asset or right, such as government permits, other agreements or right of way, Optionor will be entitled to twenty-five (25%) percent of the sales

price received by EDG from said third party in any such assignment of the Pointe Coupee Premises which is in excess of EDG's development costs, plus the purchase price previously paid to Optionor by EDG for the purchase of the subject property, plus $300,000.

17. **Miscellaneous**

a. The captions of this Option Agreement are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Option Agreement, or any interpretation or construction thereof. Any reference in this Option Agreement to the singular or to any gender shall similarly apply to the plural or to every other gender.

b. The terms and conditions contained in this Option Agreement shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators and assigns.

c. This Option Agreement and any and all exhibits annexed hereto and made a part of this Option Agreement constitutes the entire agreement of the parties, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Option shall be effective unless in writing and signed by the parties.

d. The parties agree that they will execute and deliver or cause to be executed and delivered such further instruments, including without limitation, instruments of correction or instruments of conveyance and transfer, and take such actions as either may reasonably request of the other to effectuate the terms of this Agreement and, if the options provided for herein are exercised, to convey and transfer title to the Pointe Coupee Premises and the servitudes on Optionor's Tract. The terms of this subsection shall survive the Closing.

e. If EDG exercises the Option to Purchase, it shall keep the Pointe Coupee Premises fenced and gated at all times.

f. Optionor shall retain all mineral rights under the Pointe Coupee Premises, but agrees that no surface activities shall be conducted on the Pointe Coupee Premises in connection with any exercise of such mineral rights and Optionor's retained mineral interest shall not directly or

indirectly interfere with EDG or its successor's and assign's right to develop a power generation project on the Pointe Coupee Premises.

WITNESSES:

MOSELEY PROPERTIES, L.L.C.

By: Mrs. Joel Roberts Moseley
Its Manager, Duly Authorized

WITNESSES:

EDG-LOUISIANA, L.L.C.

By: Raman Ramesh
Its Manager, Duly Authorized

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 16 day of FEBRUARY 2001, before me MARILYN O'MALLEY, the undersigned officer, personally appeared Mr. Ramesh Raman, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

MARILYN O'MALLEY
NOTARY PUBLIC
My Commission Expires 8/31/2004

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 14th day of February, 2001, before me, MARK D. MESE, the undersigned officer, personally appeared Mrs. Joel Roberts Moseley, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

EXHIBITS A-1, A-2 and A-3 TO OPTION AGREEMENT

EXHIBIT

A-1

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a

Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 338 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

EXHIBIT

A-1

740

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish,

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan;

South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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

J.R.M.

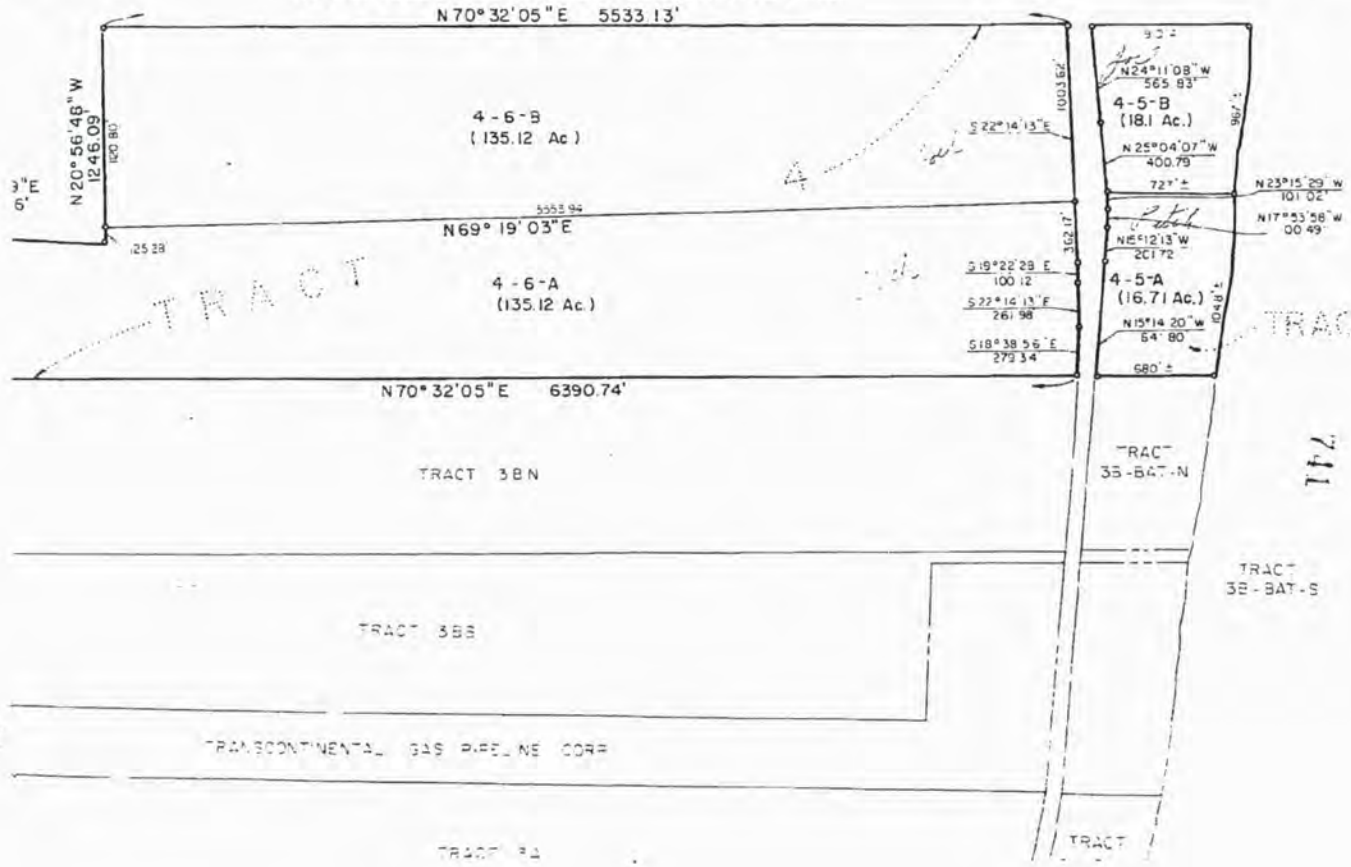
499248_1

EXHIBIT

A-2

ALL-STATE LEGAL®

CAJUN ELECTRIC POWER COOPERATIVE, INC.



741

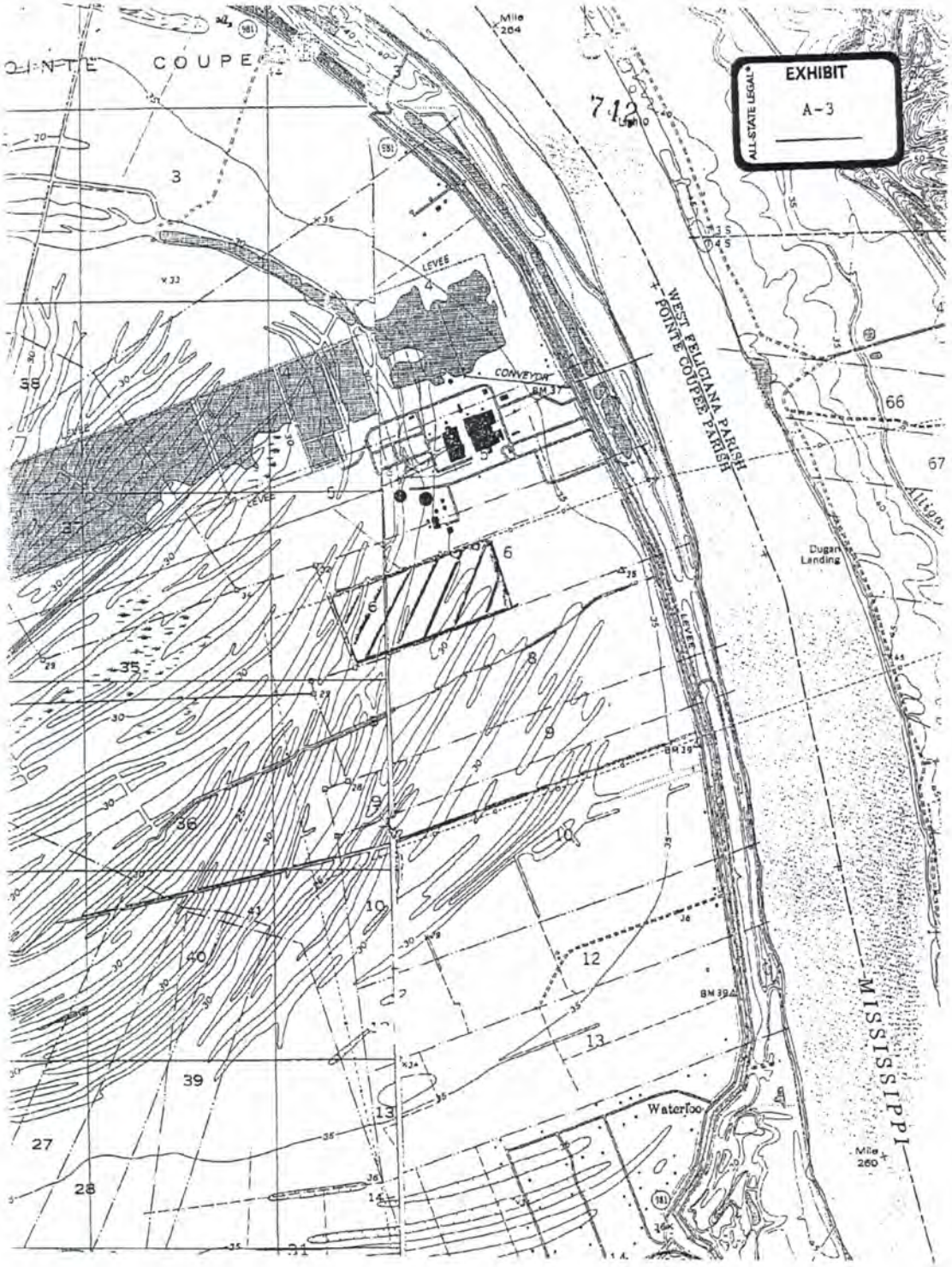


EXHIBIT
A-3
ALL-STATE LEGAL
POINTE COUPEE
WEST FELICIANA PARISH
POINTE COUPEE PARISH
MISSISSIPPI
Mile 264
Mile 260
LEVEE
CONVEYOR
BM 37
BM 39
Dugan Landing
Waterloo
Alliga.
712

EXHIBIT

B

743

There are no parties in possession of the Pointe Coupee premises or any portion thereof as tenants under any lease or licensees under license agreements or under any other agreement except as disclosed as follows:

(A) John Mazock and Cheryl Hedlund Mazock to whom an agricultural lease has been granted, a copy of said lease having been provided to Optionor; and

(B) James E. Saizan, Jr. and Barbara Saizan to whom an agricultural lease has been granted, a copy of said lease having been provided to Optionor.

OPTION AGREEMENT SUPERCEDING AND CANCELING PRIOR AGREEMENT

This Agreement, effective as of February 16, 2001, is executed, by and between **Moseley Properties, L.L.C.**, appearing through its Manager, Mrs. Joel Roberts Moseley with a mailing address of C/O Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825 (hereinafter referred to as "Optionor"), and **EDG-LOUISIANA, L.L.C.**, a limited liability company, with a mailing address of 21 Tokalon Place, Metairie, Louisiana, 70001 (hereafter referred to as "EDG") (hereafter Optionor and EDG are collectively referred to as the "Parties").

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RECEIVED & FILED
2001 JUN 6 AM 10 1
LANELL
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

WITNESSETH:

1. **Option Agreement.**

By Option Agreement dated effective February 16, 2001 (hereafter "Original Option Agreement") between the Parties, Optionor granted to EDG the right and exclusive option to purchase the property comprising approximately the seventy-five (75) acres westerly acres (hereafter referred to as the "75 Acre Tract") of the tract described in Exhibit A-1 thereto and depicted on Exhibit A-2 thereto. The Parties have subsequently learned that the 75 Acre Tract is situated in the one hundred year flood plane as determined by FEMA and is not suitable for EDG's purposes. The acreage situated between the 75 Acre Tract and State Highway 981 is suitable for construction of a power plant. Thus, EDG desires to obtain an option on, and Optionor desires to grant an option covering, Optionor's entire tract (hereinafter referred to as the "Pointe Coupee Premises") described in the attached exhibits from the Mississippi River westward. This agreement supercedes and replaces the Original Option Agreement.

2. **Grant of Option**

In consideration of the payments to be made, the Optionor does hereby grant and give to EDG, and EDG accepts, the right and exclusive option to purchase (hereinafter referred to as the "Option"), upon the terms and conditions hereinafter set forth, the 153.22 acres, more or less, of that certain piece or parcel of land situated westerly of the Mississippi River in Township 4 South, Range 11 East, Pointe Coupee Parish in the State of Louisiana, (hereinafter referred to as the "Pointe Coupee Premises"), and described in Exhibit "A-1" attached hereto and depicted as 4-5-B and 4-6-B on the plat attached hereto as Exhibit "A-2". The exact dimensions of the Pointe Coupee Premises will be determined by a survey as referenced herein.

3. **Option Consideration and Term**

EDG has already paid to Optionor the sum of Seventy Eight Thousand One Hundred and Fifty and 00/100 Dollars ($78,150.00) for the initial term of the option granted hereunder which commenced on February 16, 2001 and shall expire at 5:00 p.m. on August 16, 2002 (hereafter "Initial Option Period"). EDG may at its sole discretion extend the option period for an additional 180 days, *i.e.* until February 16, 2003, by paying to Optionor the sum of Forty Thousand and 00/100 Dollars ($40,000.00) on or before February 16, 2002. That option payment shall be paid by check delivered to Moseley Properties, L.L.C., in care of Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825. (Hereafter, amounts paid as consideration for the option granted hereunder shall sometimes be referred to as the "Option Consideration.") It is expressly the intent of the parties that should the Option be exercised by EDG as set forth in this paragraph 4 on or before August 16, 2002, the entire Option Consideration shall be credited toward the Purchase Price; if, however, the Option is exercised by EDG after August 16, 2002, the payment for the Initial

Option Period, , *i.e.* $78,150.00, shall be credited toward the Purchase Price, but the payment for the extension, *i.e.* the $40,000.00, shall not be. It is further the intent of the parties that should the EDG fail to exercise its Option, all sums paid hereunder shall be retained by Optionor, except as provided in this paragraph 3, and paragraphs 5 and paragraph 8 hereof. EDG shall have a six-month due diligence period which started on February 16, 2001. As provided in the Original Option Agreement, the due diligence review is limited to a review of title to determine the merchantability of the Pointe Coupee Premises and an environmental review of the Pointe Coupee Premises for contamination of the soil, subsoil, or ground water. During this six-month due diligence period, EDG may raise title objections or environmental objections on the condition of the soil, subsoil, or ground water. Any objections that are not raised during this six-month due diligence period will be deemed waived (subject to Paragraph 5 below). All objections raised by EDG shall be delivered in writing to Optionor at the notice address. Optionor shall have the right, but not the obligation, to cure the objection(s) any time before February 16, 2002. If Optionor determines that it cannot or does not desire to cure any objection raised by EDG, Optionor can give EDG written notice that the objection(s) will not be cured. EDG will have thirty (30) days from its receipt of notice from Optionor of the decision not to cure, to give notice of termination of the option. If EDG does not send notice of termination within said thirty-day period, the noticed objections will be deemed waived.

Subject to the provisions of Paragraph 5, below, all deposits made under this Agreement shall become the property of Optionor if no objections are raised by EDG during this six-month due diligence period, or at such time, if any, that the objections are cured to the satisfaction of EDG or said objections are deemed waived as provided herein.

Subject to the provisions of Paragraph 5, below, all deposits delivered by EDG to Optionor shall be refunded to EDG if EDG has raised objections timely and Optionor does not cure them timely unless EDG has waived them as provided above.

4. **Exercise of Option**

The Option may be exercised at any time during the aforesaid term of the Option by EDG in accordance with the procedures and at the addresses set forth in paragraph 10 hereof. The notice of exercise of the Option shall be in writing, signed by EDG and in substantially the following form: "EDG-Louisiana, L.L.C., acting herein by _____, hereunto duly authorized, hereby notifies you that EDG-Louisiana, L.L.C. exercises its Option to purchase for **$10,000/acre** less the Option Consideration as appropriate under Paragraph 3, for the Pointe Coupee Premises. EDG represents that it has had no dealings or negotiations with any broker or agent in connection with the Pointe Coupee Premises which are the subject of this Option." The date of the exercise of the Option shall be the date notice of the exercise of the Option by EDG is given to Optionor by any of the methods provided in paragraph 10 hereof.

5. **Closing Date and Conveyance**

In the event that this Option is exercised by EDG, the sale and purchase pursuant to the terms of the Option shall be consummated and closed (hereinafter referred to as the "Closing") by the Optionor and EDG within thirty (30) days of the date of the exercise of the Option. Optionor shall convey good, marketable and insurable title to the Pointe Coupee Premises by Warranty Deed subject to the following:

a. Any and all provisions of any present or future building, building line and zoning restrictions and regulations of all governmental authorities having jurisdiction and public or private law.

b. All encumbrances, easements and encroachments and any state of facts that an accurate survey and/or physical inspection of the Premises may show, provided that the same do not render title unmarketable or uninsurable.

c. Rights and easements, if any, of the utility company to maintain, operate and repair lines, wires, conduits, boxes, cables, poles and other utility facilities on, under, or across the Pointe Coupee Premises.

d. Covenants, encumbrances, easements, restrictions, limitations, conditions and reservations of record, if any, provided same do not render title unmarketable, and subject to any objections waived pursuant to Paragraph 3.

If Optionor has good, merchantable and insurable title subject to any objections waived pursuant to Paragraph 3 as of the date of the Closing, EDG and Optionor shall execute an Act of Conveyance at the Closing. If title shall become unmarketable due to actions of Optionor after the date that Optionor executed the Original Option Agreement and shall remain so for a period of thirty (30) days after the date scheduled for the Closing, EDG shall at its option: (i) terminate this Agreement and be reimbursed by Optionor for the reasonable costs of preparation of the survey of the Pointe Coupee Premises and for the reasonable costs of examination of title to the Pointe Coupee Premises and shall be entitled to a complete return of the Option Consideration paid hereunder, or (ii) accept the Pointe Coupee Premises subject to all existing title conditions.

6. **Hold Harmless and Entry onto Premises**

During the term of this Option, Optionor also grants EDG permission to enter upon the Pointe Coupee Premises at any time for the purposes of making a survey, percolation tests, deep hole tests, such tests for contamination as EDG may deem necessary to determine the surface or subsurface condition of the soil and/or water on, over and under the Pointe Coupee Premises or such other tests as EDG may deem necessary to evaluate the condition of the Pointe Coupee Premises, all at EDG's sole risk, cost and expense. EDG shall be responsible for and reimburse Optionor for any loss or damage occasioned by its entry on the Pointe Coupee Premises for such purposes. EDG shall have the right to review all of Optionor's records pertaining to the Pointe Coupee Premises in Optionor's possession or control. EDG shall defend, indemnify and hold harmless Optionor from any claim in any way direclty related to the presence of EDG or EDG's agents, assigns, contractors, or business invitees on Optionor's Tract. Upon request by Optionor, EDG shall provide Optionor with evidence of liability insurance coverage of at least $1 million covering EDG and its agents, contractors, assigns or business invitees. EDG acknowledges that cattle are on the subject property and that EDG takes all responsibility and precautions for dealing with the cattle and assures that it, its agents, assigns, contractors, and business invitees will take precautions to prevent the release of the cattle from the Pointe Coupee Premises.

It is expressly the intent of the parties that EDG may acquire the Pointe Coupee Premises for an unspecified use. However, the property will be sold subject to restrictions that prohibit the property from being used as a waste disposal site, a surface disposal pit, or for the storage of hazardous wastes or chemicals (as the term hazardous waste is defined in Paragraph 15 d hereof)

except that hazardous chemicals stored above-ground which are used in the ordinary course of EDG's operations on the Pointe Coupee Premises may be stored, and/or an on-site sewerage treatment system may be installed and used, on the Pointe Coupee Premises. Furthermore, it is the express intent of the parties that if either EDG or Optionor terminates this Agreement, said termination will constitute a release of all claims with regard to this Agreement.

7. **Adjustments**

All real estate taxes and other charges shall be prorated as of midnight of the day before the Closing of Title and EDG shall be responsible for any costs, penalties or expenses associated with terminating the property's "farm land" classification.

8. **Amount and Payment of Purchase Price**

The Purchase Price shall be **Ten Thousand ($10,000.00) Dollars per acre** (or approximately $1,532,200) for the Pointe Coupee Premises (the "Purchase Price"). The total Purchase Price, minus the Option Consideration pursuant to Paragraph 3 hereof, shall be paid to the Optionor by EDG in cash or by certified or bank check at the Closing. In the event that EDG shall not exercise the Option, Optionor shall retain all sums paid hereunder pursuant to paragraph 2 hereof unless: (a) EDG fails to exercise the Option due to contamination of soil, subsoil or groundwater, or (b) EDG, having given notice of exercise of the Option, terminates this Agreement due to unmarketable or uninsurable title in accordance with paragraph 5 hereof, in which event all sums paid by EDG pursuant to this Agreement shall be returned to EDG.

9. **Zoning**

During the term of this Option, EDG shall have the right to apply for and endeavor to obtain for the Pointe Coupee Premises from the appropriate governmental authorities, any change

of zone, subdivision, variance, special use permit, or any other authorization as may be desired by EDG or required under any local, county, state or federal law, ordinance or regulation to allow the use of the Pointe Coupee Premises for any business as EDG and/or its tenants and/or successors and/or assigns may desire to conduct on said Premises, all at its own cost and expense. Optionor shall cooperate and assist EDG in every way possible, but at no cost to Optionor, in EDG's efforts as described above.

10. **Notices**

All notices to be given Optionor shall be in writing and delivered by hand, or by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionor as follows:

Moseley Properties, L.L.C.
C/O Mark D. Mese
22nd Floor, One American Place
Baton Rouge, Louisiana 70825.

or at such other addresses as the Optionor shall from time to time designate by written notice to the EDG by certified mail, return receipt requested. All notices to be given to EDG shall be in writing and delivered by hand or by reputable overnight courier or by certified mail, return receipt requested, addressed to the EDG as follows:

EDG Louisiana, LLC
C/O Ramesh Raman
27 Danbury Rd.
Wilton, CT. 06897
Fax: 203-563-9888

or at such other address as EDG shall from time to time designate by written notice to the Optionor. Notice shall be deemed given on the date delivered if delivered in person, one (1) business day after the date of deposit in a reputable overnight carrier, or three (3) days after the postmarked date of mailing if sent via U.S. Mail certified, return receipt requested.

11. **Place of Closing**

If the Option is exercised, the Closing shall take place at the offices of Mark D. Mese 22nd Floor, One American Place, Baton Rouge, Louisiana 70825.

12. **Recordation**

EDG or Optionor may, at its election, record this Option, and/or a Memorandum of Option in the Conveyance Records and any other public record of Pointe Coupee Parish.

13. **Survey**

Should EDG exercise the Option as aforesaid, at least fifteen (15) days prior to the Closing and transfer of title, EDG agrees to provide to Optionor, at EDG's sole cost and expense, a survey performed by a licensed surveyor. Should EDG have prepared at any time during the terms of this Option a survey of the Pointe Coupee Premises, EDG agrees to provide to Optionor, at EDG's sole cost and expense, a stamped copy of said survey. The metes and bounds description set forth in the survey shall be the description contained in the deed to EDG. Optionor shall have the right to approve the metes and bounds description to verify the accuracy of the survey and the metes and bounds description shall be provided to Optionor at least thirty (30) days prior to Closing, which approval shall not be unreasonably withheld or delayed. Within thirty (30) days of receiving the

metes and bounds description from EDG, Optionor shall notify EDG in writing of whether it approves or disapproves of same, and if it disapproves of the survey, of the reasons for its disapproval.

14. **Agreements of Optionor**

Optionor agrees, until the earlier to occur of termination of this Agreement, expiration of this Agreement or Closing:

a. to maintain the Pointe Coupee Premises in the same condition as it is in as of the date hereof, in accordance with all requirements of any governmental authority, reasonable wear and tear excepted;

b. to maintain liability and property insurance on the Pointe Coupee Premises in amounts no less than the coverage Optionor or its tenants currently have with respect to the Pointe Coupee Premises;

c. until the date of Closing, Optionor will not voluntarily encumber the Pointe Coupee Premises with any new easements, agreements, licenses or leases or with any mortgage or other monetary lien or encumbrance without the prior written consent of EDG; and

d. to terminate the leases of all tenants of the Pointe Coupee Premises on or before the Closing.

15. **Representations and Warranties of Optionor**

Optionor represents and warrants to EDG as follows, which representations and warranties shall be deemed made by Optionor to EDG as of the date hereof, shall be continuing representations throughout the term of this Agreement, shall be made upon Closing and shall survive

Closing, with the understanding that but for such representations and warranties, EDG would not execute this Agreement:

a. This Agreement is, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Optionor shall (upon consummation of the transaction contemplated under this Agreement) be, duly executed and delivered by, and upon delivery thereof, shall be binding upon and enforceable against, Optionor in accordance with their respective terms;

b. Optionor has the legal right, power and authority to enter into this Agreement and to perform all of his obligations hereunder, and the execution and delivery of this Agreement and the performance by Optionor of his obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which Optionor is a party or by which Optionor is bound or to which Optionor or any portion of the Pointe Coupee Premises is subject;

c. Optionor has not granted an option or other right to purchase or otherwise acquire any portion of the Pointe Coupee Premises or any interest therein to any party except EDG pursuant to this Agreement;

d. Optionor has no knowledge: (1) that any hazardous waste (as defined in any present and future local, state and federal law relating to the environment and environmental conditions including without limitation, RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution

Control Act, 33 U.S.C. §§ 1251, et seq., the Clean Air Act 42 U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all regulations, orders and decrees now or hereafter promulgated) has been generated, treated, stored or disposed of or otherwise deposited in or on the Pointe Coupee Premises, including without limitation the surface waters and subsurface waters of the Pointe Coupee Premises; (2) that there are any substances or conditions in or on the Pointe Coupee Premises which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements; (3) that any toxic or hazardous substances have been improperly generated, treated, stored or disposed of or otherwise deposited in or on the Pointe Coupee Premises, including without limitation the surface waters and subsurface waters of the Pointe Coupee Premises; or (4) that there are any substances or conditions in or on the Pointe Coupee Premises which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements;

e. There exists no actual, contemplated or threatened condemnation of the Pointe Coupee Premises;

f. There exists no actual, contemplated or threatened special assessments with respect to the Pointe Coupee Premises;

g. Optionor owns, in the name of Optionor, title to the Pointe Coupee Premises and there are no encumbrances, leases (other than agricultural leases subject to sixty (60) day termination provisions disclosed to EDG and which shall be terminated by Optionor at such time as it receives notice of EDG's intent to exercise the Option to Purchase), liens, mortgages, or other rights of third parties affecting the Pointe Coupee Premises;

h. From the date of this Agreement to the date of Closing, Optionor shall not grant any interest in the Pointe Coupee Premises to any party whatsoever and Optionor shall not voluntarily create or allow any liens or encumbrances to be placed on the Pointe Coupee Premises other than sixty (60) day leases with prior consent of EDG;

i. Optionor is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

j. Optionor has not received a notice of violation of any applicable law pertaining to the Pointe Coupee Premises or any portion thereof which provision of such notice has not been complied with nor does Optionor have knowledge of any such violation thereof;

k. There are no parties in possession of the Pointe Coupee Premises or any portion thereof as tenants under leases or licensees under license agreements or under any other agreement other than as disclosed on Exhibit "B" attached hereto;

l. There are no actions, suits or other legal proceedings presently pending or threatened against the Pointe Coupee Premises or the Optionor; and

m. In the event Optionor becomes aware of receives notices from any governmental agency relating to the Pointe Coupee Premises, Optionor shall immediately notify, and furnish a copy to, EDG.

16. **Assignments**

EDG may assign all or part of its rights, duties or obligations under this Option Agreement without the consent of the Optionor.

Optionor understands that EDG intends to develop a power generation project and may assign the project to another entity for the possible construction, ownership and/or operation of a

power generating project on the Pointe Coupee Premises. Optionor agrees that subparagraphs (a) and (b) of this paragraph 16 are not intended and shall not apply to any such assignment, transfer, conveyance or transaction. This provision also shall not apply to any assignment, transfer, conveyance or other transaction between EDG and any entity in which EDG owns more than a 50% interest. This provision also shall not apply to any assignment, transfer, conveyance or other transaction by which EDG transfers the Option under this Agreement or, after the exercise of the Option, the Pointe Coupee Premises along with any other asset or right, such as government permits, other agreements, or other rights of way.

EDG is not acquiring the Pointe Coupee Premises solely for speculation. Within two (2) years of the exercise of the option by EDG or purchase by EDG affecting the property which is the subject of this agreement, whichever time period is longer or applicable, Optionor will be entitled to one of the following:

a. In the event that the Option under this Agreement is assigned to an entity which (i) EDG does not own fifty percent (50%) interest in, (ii) does not intend to develop, construct or own a power generator project, and (iii) does not also receive along with EDG's interest in this Option Agreement any other asset or right, such as government permits, other agreements or right of way [that is, if any one or more of the situations described in (i) through (iii) above is present (*i.e.*, either (i) EDG has at least a 50% ownership interest in the assignee, (ii) the assignee intends to develop, construct, or own a power generation plant, or (iii) the assignee receives along with EDG's interest in this Option Agreement any other asset or right, such as government permits, other agreements or right of way), then this subparagraph 16a does not apply, and Optionor is not entitled to any additional consideration], Optionor will be entitled to twenty-five (25%) percent of the funds

received by EDG from said third party in excess of EDG's development costs, plus the option price previously paid by EDG to Optionor, plus $300,000.

b. In the event that EDG exercises the option and takes title to the property and sells, assigns, transfers or conveys this interest to an entity which (i) EDG does not own fifty percent (50%) interest in, (ii) does not intend to develop, construct, or own a power generator project, and (iii) does not also receive along with EDG's interest in the Pointe Coupee Premises any other asset or right, such as government permits, other agreements or right of way [that is, if any one or more of the situations described in (i) through (iii) above is present (*i.e.*, either (i) EDG has at least a 50% ownership interest in the assignee, (ii) the assignee intends to develop, construct, or own a power generation plant, or (iii) the assignee receives along with EDG's interest in this Option Agreement any other asset or right, such as government permits, other agreements or right of way), then this subparagraph 16b does not apply and Optionor is not entitled to any additional consideration], Optionor will be entitled to twenty-five (25%) percent of the sales price received by EDG from said third party in any such assignment of the Pointe Coupee Premises which is in excess of EDG's development costs, plus the purchase price previously paid to Optionor by EDG for the purchase of the subject property, plus $300,000.

17. **Miscellaneous**

a. The captions of this Option Agreement are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Option Agreement, or any interpretation or construction thereof. Any reference in this Option Agreement to the singular or to any gender shall similarly apply to the plural or to every other gender.

b. The terms and conditions contained in this Option Agreement shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators and assigns.

c. This Option Agreement and any and all exhibits annexed hereto and made a part of this Option Agreement constitutes the entire agreement of the parties, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Option shall be effective unless in writing and signed by the parties.

d. The parties agree that they will execute and deliver or cause to be executed and delivered such further instruments, including without limitation, instruments of correction or instruments of conveyance and transfer, and take such actions as either may reasonably request of the other to effectuate the terms of this Agreement and, if the options provided for herein are exercised, to convey and transfer title to the Pointe Coupee Premises. The terms of this subsection shall survive the Closing.

e. Optionor shall retain all mineral rights under the Pointe Coupee Premises, but agrees that no surface activities shall be conducted on the front 78.22 acres of the Pointe Coupee Premises. However, Optionor reserves the right to conduct surface activities on the rear 75 Acre Tract in connection with any exercise of such mineral rights with the express understanding that any such exercise and Optionor's retained mineral interest shall not directly or indirectly interfere with EDG or its successor's and assign's right to develop, construct, or own a power generation project on the Pointe Coupee Premises.

WITNESSES:

MOSELEY PROPERTIES, L.L.C.

By: Mrs. Joel Roberts Moseley
Its Manager, Duly Authorized

WITNESSES:

EDG-LOUISIANA, L.L.C.

By: Raman Ramesh
Its Manager, Duly Authorized

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 31 day of MAY, 2001, before me, MARILYN O'MALLEY, the undersigned officer, personally appeared Mr. Ramesh Raman, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Marilyn O'Malley
Notary Public

MARILYN O'MALLEY
NOTARY PUBLIC
My Commission Expires 8/31/2006

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 29 day of May, 2001, before me, MARC MASE, the undersigned officer, personally appeared Mrs. Joel Roberts Moseley, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Marc D. Mase
NOTARY PUBLIC

EXHIBIT

A-1

ALL-STATE LEGAL®

Tract 4-5-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-5-B, containing 18.1 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a

Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish, Louisiana.

Said Tract 4-5-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 18.1 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc.; South by Tract 4-5-A of said plan; West by the centerline of La. State Highway No. 981, shown on said plan; and East by the Mississippi River.

Said Tract 4-5-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, filed and recorded under Entry No. 69 of Conveyance Book 358 on June 9, 1989, in the records of Pointe Coupee Parish, Louisiana.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

490248_1

EXHIBIT
A-1

Tract 4-6-B: A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being fully shown and designated as Tract 4-6-B, containing 135.12 acres, on plan drawn by Fred J. Cunningham, blueprint of said plan being annexed hereto as part hereof, said plan being a calculated resubdivision of original Tracts 2 and 4 shown on plat of survey and subdivision entitled, "Map Showing Subdivision of GREEN ACRES FARM, Being the Subdivision of a Certain Tract of Land belonging to the heirs of Dr. James C. Roberts, located in Sections 6, 8, 9, 10, 12, 13 and 41, Township 4 South, Range 11 East, Southeastern Land District, West of the Mississippi, Pointe Coupee Parish, Louisiana" made by John K. Laws, Registered Land Surveyor, dated October 16, 1984, said plat being annexed to an Act of Partition among William Seibert Roberts, et al, dated July 24, 1987, being filed and recorded under Entry No. 13 of Conveyance Book 316 of the records of Pointe Coupee Parish,

Said Tract 4-6-B, herein described, is taken from the original Tract 4 of said plat of survey, made by John K. Laws, as aforesaid, and contains 135.12 acres, as aforesaid, and is bounded as follows: North by property of Cajun Electric Power Cooperative, Inc., shown on said plan;

South by Tract 4-6-A of said plan; West by the western boundary of original Tract 4 of the Laws survey; and East by the centerline of La. State Highway No. 981, shown on said plan.

Said Tract 4-6-B contains the acreage, and has the dimensions, and the bearings and distances as set forth in said plan, made by Fred J. Cunningham, blueprint of said plan being annexed to and recorded with Act of Partition by and between Joel Roberts Moseley and George Pitcher Roberts, being filed and recorded as aforesaid.

Said tract is further subject to the rights-of-way and servitude shown on said plat of survey and of record in the Parish of Pointe Coupee, Louisiana.

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

J. R. M.

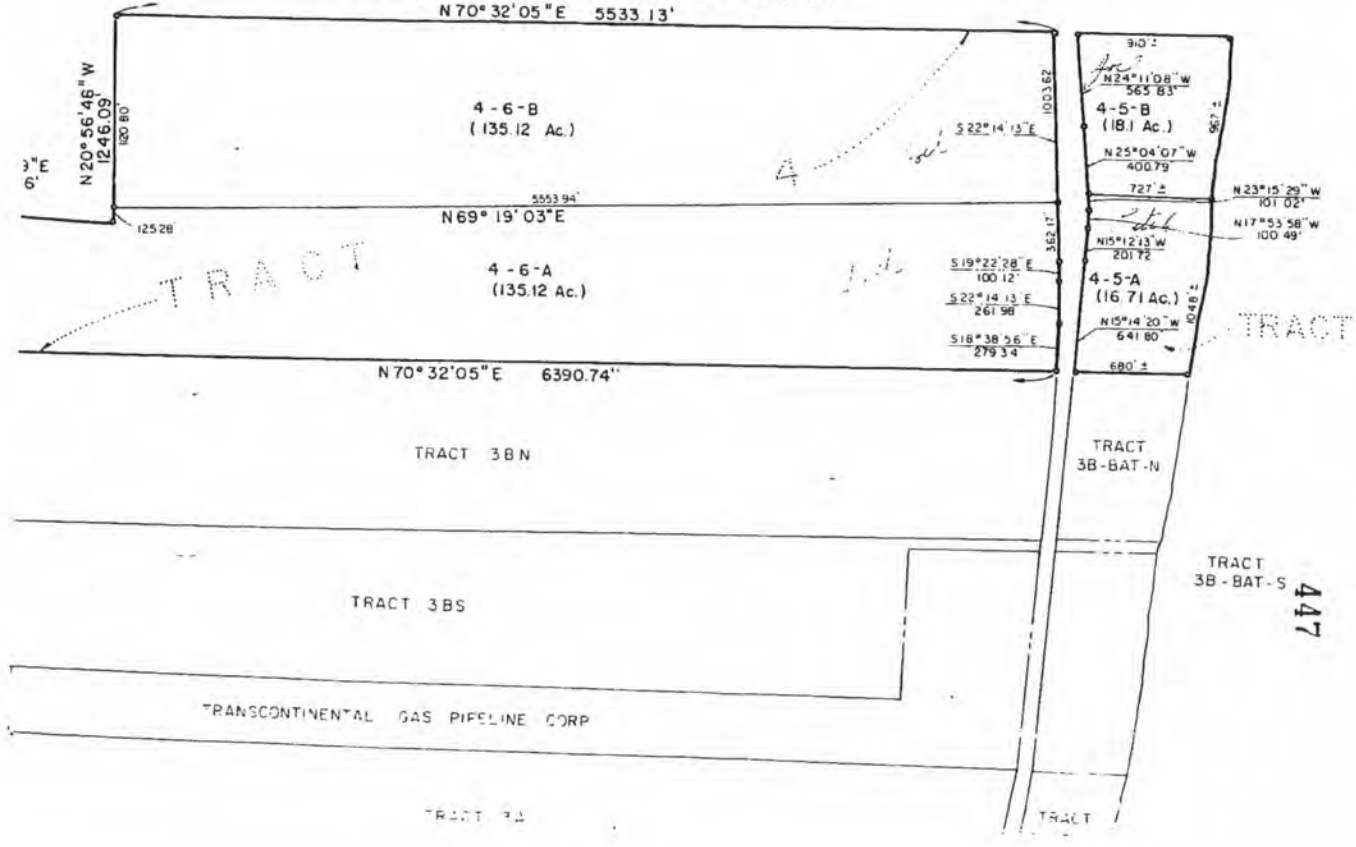
400249_1

ALL-STATE LEGAL®

EXHIBIT

A-2

CAJUN ELECTRIC POWER COOPERATIVE, INC.



447

BK 488 NO 097
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LANELL SCHEXNAYDER
CLERK OF COURT
PARISH OF POINTE COUPEE

AMENDMENT OF SUPERCEDING OPTION AGREEMENT TO EXTEND TERM OF OPTION PERIOD AND INCREASE PURCHASE PRICE FOR POINTE COUPEE PREMISES

This Amendment effective as of, the 1st day of Februrary, 2003, to the Superceding Option Agreement dated effective February 16, 2001 (recorded in the records of Pointe Coupee Parish at COB 471, under Entry No. 97) as amended by letter agreement dated January 29, 2002 (the "Agreement"), is executed by and between **Moseley Properties, L.L.C.** (Hereafter "Moseley"), appearing through its Manager, Mrs. Joel Roberts Moseley with a mailing address of C/O Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825 (hereinafter referred to as "Optionor"), and **POINTE COUPEE ENERGY CENTER, L.L.C.**, a limited liability company, with a mailing address of 21 Tokalon Place, Metairie, Louisiana, 70001 (hereafter referred to as "PCEC") (hereafter Optionor and PCEC are collectively referred to as the "Parties"). Mosely and PCEC have agreed to extend the term of the option for up to an additional two (2) years, through 5:00 p.m. on February 16, 2005, in consideration for PCEC's agreement to the terms set forth herein. The parties agree that the option term shall be extended three (3) months at a time by PCEC's payment of Five Thousand and 00/100 ($5,000) Dollars for each such tri-monthly extension on or before 5:00 p.m. of the following dates: May 16, 2003 (covers the period February 16 to May 16, 2003), August 16, 2003 (covers the period May 17, 2003 to August 16, 2003), November 16, 2003 (covers the period August 17, 2003 to November 16, 2003), February 16, 2004 (covers the period November 17 2003 to February 16, 2004), May 16, 2004 (covers the period February 17, 2004 to May 16, 2005), August 16, 2004 (covers the period May 17, 2004 to August 16, 2004), November 16, 2004 (covers the period August 17, 2004 to November 16, 2004) and February 16, 2005 (covers the period November 17, 2004 to February 16, 2005). Said option payments shall be paid by check delivered to Moseley

Properties, L.L.C., in care of Mark D. Mese, 22nd Floor, One American Place, Baton Rouge, Louisiana 70825. If any payment is not paid timely, this Option shall terminate without any further obligation on the part of PCEC to make any more option payments. All amounts paid by PCEC hereunder shall be nonrefundable and not credited toward the Purchase Price.

The monetary consideration for the Pointe Coupee Premises (as identified and described in the Agreement) shall be increased from a per acre price of Ten Thousand ($10,000) Dollars to a per acre price of Ten Thousand Five Hundred ($10,500) Dollars. Thus, the Purchase Price for the Pointe Coupee Premises shall be One Million Five Hundred Thirty Thousand Six Hundred Sixty and 00/100 ($1,530,660) Dollars (*i.e.*, 153.22 acres x $10,500/acre less $78,150, as the initial option payment which is allowed to be credited towards the Purchase Price in accordance with the Agreement).

Except as amended herein, all terms and provisions of the original Superceding Option Agreement shall remain in full force and effect. This Agreement, and/or Memorandum thereof, may be executed in duplicate originals and may be recorded in the parish records.

WITNESSES:

Mark D. Mese

Shirley G. Kenlaw

MOSELEY PROPERTIES, L.L.C.

X Mrs Joel Roberts Moseley

By: Mrs. Joel Roberts Moseley
Its Manager, Duly Authorized

WITNESSES:

Myrtle Martens

POINTE COUPEE ENERGY CENTER, LLC

By: Raman Ramesh
Its Manager, Duly Authorized

JUNE WHITTAKER
NOTARY PUBLIC
My Commission Expires 01/31/2008

STATE OF CONNECTICUT

COUNTY OF _____

On this 12 day of February, 2003, before me, Barbara Ramos, the undersigned officer, personally appeared Mr. Ramesh Raman, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 25 day of JAN, 2003, before me, MARK NESE, the undersigned officer, personally appeared Mrs. Joel Roberts Moseley, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

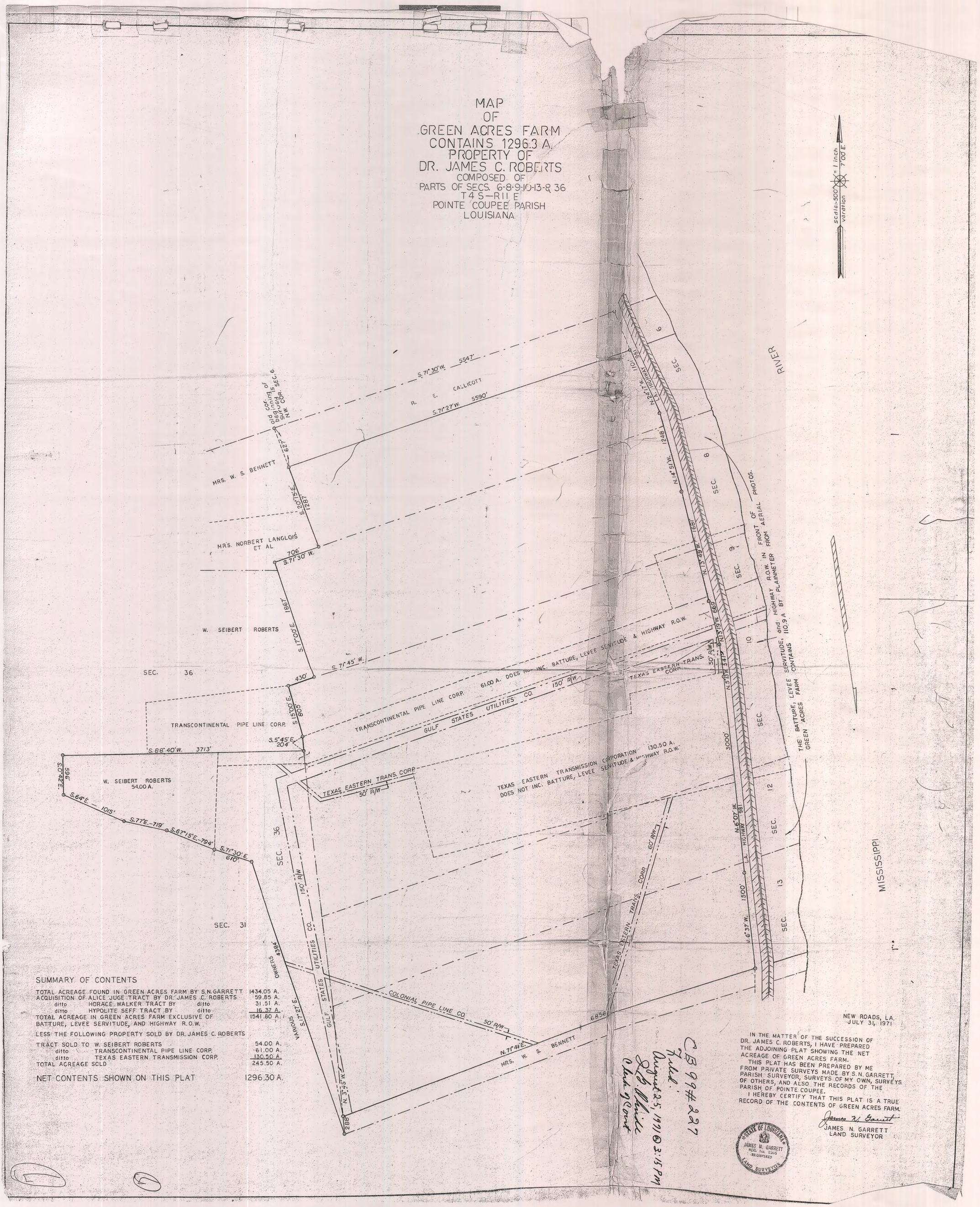
In Witness Whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

700212_1

MAP OF GREEN ACRES FARM CONTAINS 1296.3 A. PROPERTY OF DR. JAMES C. ROBERTS

COMPOSED OF
PARTS OF SECS. 6-8-9-10-13-& 36
T4S—R11E
POINTE COUPEE PARISH
LOUISIANA



SUMMARY OF CONTENTS

TOTAL ACREAGE FOUND IN GREEN ACRES FARM BY S.N. GARRETT	1434.05 A.
ACQUISITION OF ALICE JUGE TRACT BY DR. JAMES C. ROBERTS	59.85 A.
ditto HORACE WALKER TRACT BY ditto	31.51 A.
ditto HYPOLITE SEFF TRACT BY ditto	16.37 A.
TOTAL ACREAGE IN GREEN ACRES FARM EXCLUSIVE OF BATTURE, LEVEE SERVITUDE, AND HIGHWAY R.O.W.	1541.80 A.
LESS THE FOLLOWING PROPERTY SOLD BY DR. JAMES C. ROBERTS	
TRACT SOLD TO W. SEIBERT ROBERTS	54.00 A.
ditto TRANSCONTINENTAL PIPE LINE CORP.	61.00 A.
ditto TEXAS EASTERN TRANSMISSION CORP.	130.50 A.
TOTAL ACREAGE SOLD	245.50 A.
NET CONTENTS SHOWN ON THIS PLAT	1296.30 A.

NEW ROADS, LA.
JULY 31, 1971

IN THE MATTER OF THE SUCCESSION OF DR. JAMES C. ROBERTS, I HAVE PREPARED THE ADJOINING PLAT SHOWING THE NET ACREAGE OF GREEN ACRES FARM.

THIS PLAT HAS BEEN PREPARED BY ME FROM PRIVATE SURVEYS MADE BY S.N. GARRETT, PARISH SURVEYOR, SURVEYS OF MY OWN, SURVEYS OF OTHERS, AND ALSO THE RECORDS OF THE PARISH OF POINTE COUPEE.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE RECORD OF THE CONTENTS OF GREEN ACRES FARM.

James N. Garrett
JAMES N. GARRETT
LAND SURVEYOR

STATE OF LOUISIANA
JAMES N. GARRETT
REG. No. 1505
RE-DISTERED
LAND SURVEYOR

CB 99 #227
Filed:
August 25, 1971 @ 3:15 PM
L.B. White
Clerk of Court

"NE VARIETUR"
FOR IDENTIFICATION WITH ACT OF
Conveyance to Auction
PASSED BEFORE ME THIS
31st DAY OF January, 1984
NOTARY PUBLIC

MAP OF GREEN ACRES FARM CONTAINS 1296.3 A. PROPERTY OF DR. JAMES C. ROBERTS

COMPOSED OF
PARTS OF SECS. 6-8-9-10-13-& 36
T4S—R11E
POINTE COUPEE PARISH
LOUISIANA

Filed-of C
Book 260 No. 134
RECEIVED & FILED
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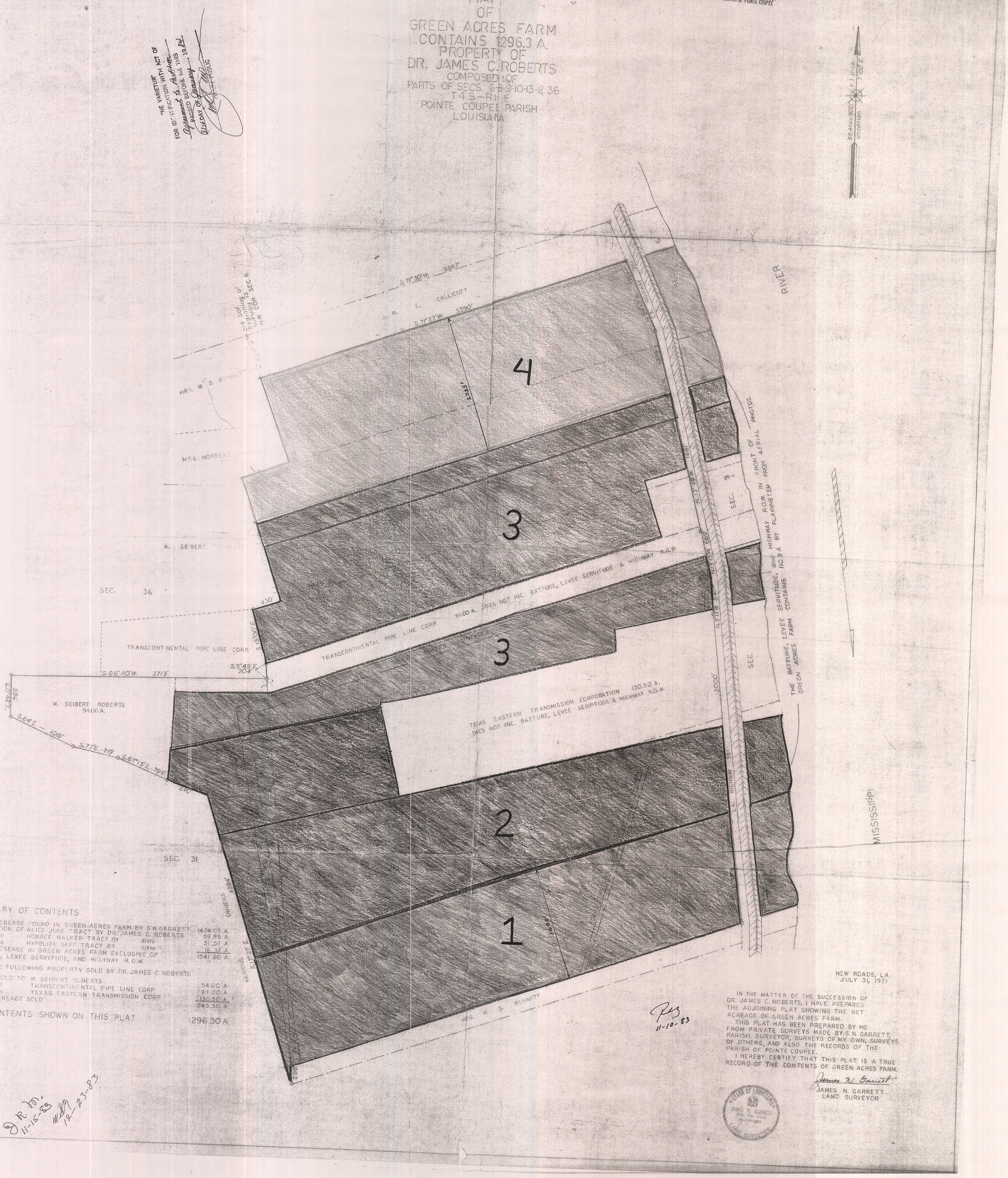
J.G. OLINDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE



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I HEREBY CERTIFY THAT THIS PLAT IS A TRUE RECORD OF THE CONTENTS OF GREEN ACRES FARM.

James N. Garrett
JAMES N. GARRETT
LAND SURVEYOR

STATE OF LOUISIANA
JAMES N. GARRETT
REG. No. 3063
EXPIRES 1985
LAND SURVEYOR

Rec
11-10-83

D.R.M. 11-15-83
W.S.M. 12-23-83

REFERENCE MAPS:

1. THE OFFICIAL TOWNSHIP PLAT OF T-3 & 4-S, R-11-E, SOUTHEASTERN LAND DISTRICT ON RECORD WITH THE STATE OF LOUISIANA, SURVEYED BY J.J. KNOWLTON, D.S. AND ROBERT BOYD, D.S., AND APPROVED BY THE SURVEYOR GENERAL, LA., DATED NOVEMBER 29, 1858
2. "MAP SHOWING SURVEY OF A 56.64 ACRE TRACT OF ___", SIGNED BY JAMES N. GARRETT, C.E., DATED APRIL, 1968.
3. "MAP OF LOUISIANA REALTY CO. INC. PROPERTY ___" SIGNED BY S. N. GARRETT, PARISH SURVEYOR, DATED APRIL 15, 1938.
4. MAP SHOWING A SURVEY OF TWO LOTS FOR MR. W. S. BENNETT IN SECTION 35, T-4-S, R-11-E, SIGNED BY S. N. GARRETT, SURVEYOR, DATED NOVEMBER 27, 1913
5. "PLAT OF SURVEY ___ FOR TRANSCONTINENTAL GAS PIPE LINE CORPORATION ___" SIGNED BY M. J. GOUDEAU, JR., C.E., DATED JULY 31, 1952.
6. "MAP SHOWING SURVEY ___ FOR DR. JAMES C. ROBERTS & HERMAN G. BAGINSKY SIGNED JAMES N. GARRETT, C.E., DATED
7. "RIGHT OF WAY MAPS FOR STATE PROJECT NO. 839-16-05 ___" SIGNED BY PHILIP G. HOLLAND, R.L.S. FEB. 3, 1978

* BASE BEARING: S 71° 30' 00" W
FROM REFERENCE MAP NO. 6

LEGEND:
- ● FOUND IRON
- ■ FOUND CROSS-TIE

TRACT 4-BAT
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
42	43	N 15° 14' 20" W		641.80'
43	44	N 15° 12' 13" W		201.72'
44	45	N 17° 53' 58" W		100.49'
45	46	N 23° 15' 29" W		101.02'
46	47	N 25° 04' 07" W		400.79'
47	48	N 24° 11' 08" W		565.83'

TRACT 2-BAT
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
30	31	N 07° 02' 57" W		[illegible]
31	32	N 07° 09' 50" W		500.00'
32	33	N 06° 56' 05" W		307.35'

TRACT 3A-BAT
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
34	35	N 06° 38' 23" W		114.19'
35	36	N 07° 28' 31" W		403.47'
36	37	N 15° 14' 15" W		28.16'

TRACT 3B-BAT-S
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
38	38A	N 15° 23' 19" W		93.07'

TRACT 3B-BAT-N
TRAVERSE OF HWY. R/W

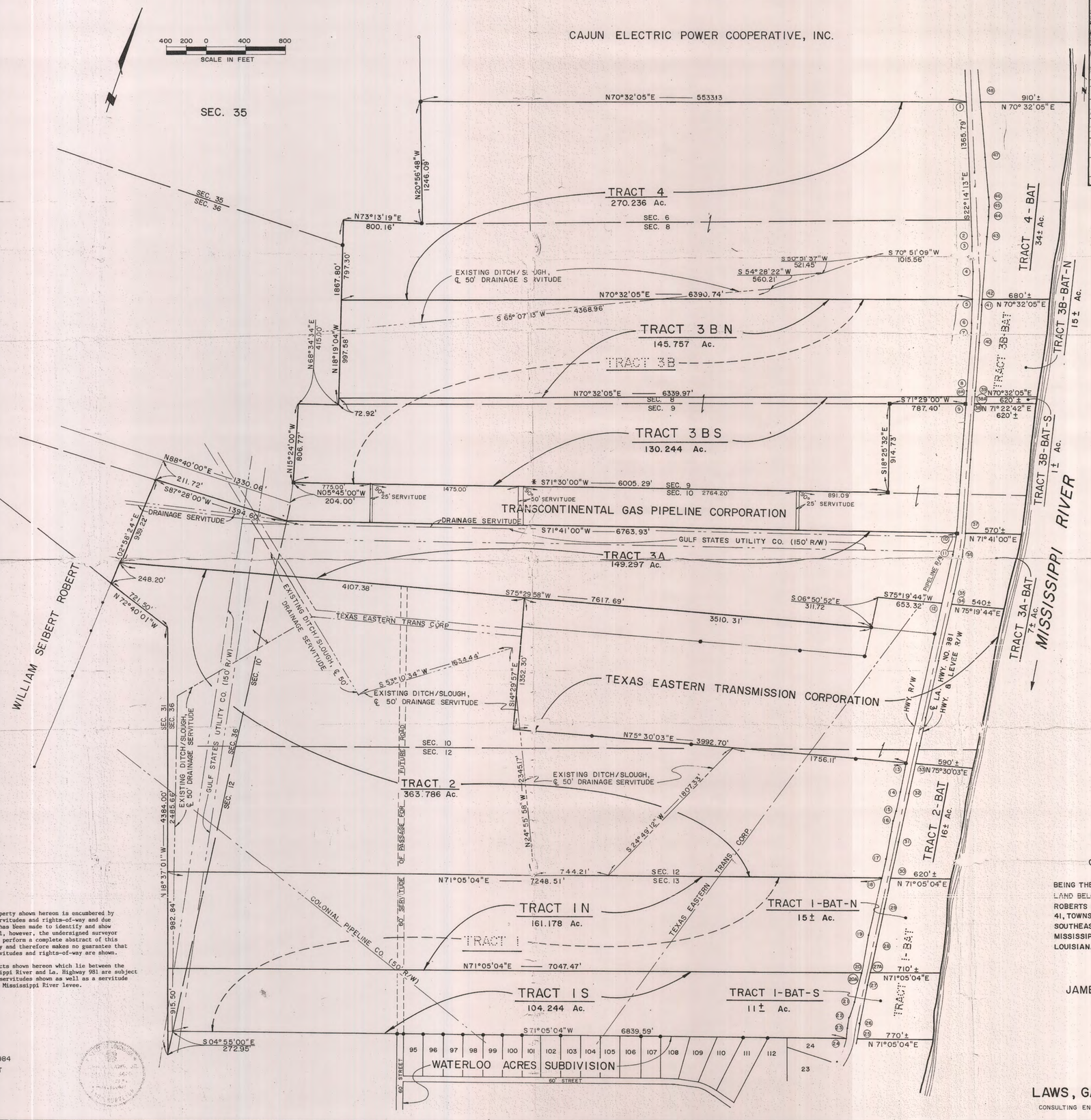
POINT	TO	POINT	BEARING	DISTANCE
38A	39	N 15° 23' 19" W		42.32'
39	40	N 14° 49' 55" W		500.00'
40	41	N 14° 55' 06" W		400.00'
41	42	N 15° 14' 20" W		58.22'

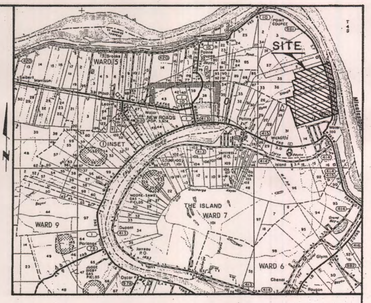
TRACT 1-BAT-S
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
25	26	N 10° 52' 56" W		149.92'
26	27	N 07° 15' 12" W		399.92'
27	27A	N 07° 02' 57" W		112.94'

TRACT 1-BAT-N
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
27A	28	N 07° 02' 57" W		287.06'
28	29	N 06° 11' 23" W		400.05'
29	30	N 07° 35' 24" W		317.87'





VICINITY MAP
SCALE: 1" = 2 MILES

TRACT 1 N
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
18	19	S 06° 14' 15" E		600.06'
19	20	S 08° 20' 17" E		400.10'
20	20A	S 04° 56' 57" E		4.22'

TRACT 1 S
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
20A	21	S 04° 56' 57" E		295.98'
21	22	S 00° 46' 20" E		169.20'
22	23	S 09° 16' 40" E		100.81'
23	24	S 14° 08' 21" E		103.59'

TRACT 2
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
13	14	S 06° 39' 25" E		296.43'
14	15	S 05° 28' 26" E		200.07'
15	16	S 05° 19' 51" E		100.06'
16	17	S 08° 07' 24" E		400.07'
17	18	S 07° 37' 20" E		200.01'

TRACT 3A
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
10	11	S 10° 52' 27" E		220.65'
11	12	S 07° 02' 57" E		530.25'

TRACT 3B N
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
5	6	S 15° 03' 40" E		250.99'
6	7	S 17° 55' 25" E		100.12'
7	8	S 15° 03' 40" E		600.00'
8	8A	S 16° 17' 51" E		48.89'

TRACT 3B S
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
8A	9	S 16° 17' 51" E		91.59'

TRACT 4
TRAVERSE OF HWY. R/W

POINT	TO	POINT	BEARING	DISTANCE
1	2	S 22° 14' 13" E		1365.79'
2	3	S 19° 22' 28" E		100.12'
3	4	S 22° 14' 13" E		261.98'
4	5	S 18° 38' 56" E		279.34'

NOTES:

1) The property shown hereon is encumbered by many servitudes and rights-of-way and due effort has been made to identify and show them all, however, the undersigned surveyor did not perform a complete abstract of this property and therefore makes no guarantee that all servitudes and rights-of-way are shown.

2) The tracts shown hereon which lie between the Mississippi River and La. Highway 981 are subject to the servitudes shown as well as a servitude for the Mississippi River levee.

CERTIFICATION:

THIS IS TO CERTIFY THAT IN JANUARY, FEBRUARY & MARCH, 1984 I MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT THIS MAP IS IN ACCORDANCE WITH THAT SURVEY

John K. Laws Jr. 10/16/84
JOHN K. LAWS, JR., R.L.S. DATE

MAP SHOWING SUBDIVISION OF

GREEN ACRES FARM

BEING THE SUBDIVISION OF A CERTAIN TRACT OF LAND BELONGING TO THE HEIRS OF DR. JAMES C. ROBERTS LOCATED IN SECTIONS 6, 8, 9, 10, 12, 13, & 41, TOWNSHIP-4-SOUTH, RANGE-11-EAST, S SOUTHEASTERN, LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA

FOR

JAMES C. ROBERTS, JR., et al

LAWS, GARRETT & ASSOC., INC.
CONSULTING ENGINEERS & LAND SURVEYORS — PORT ALLEN, LA.

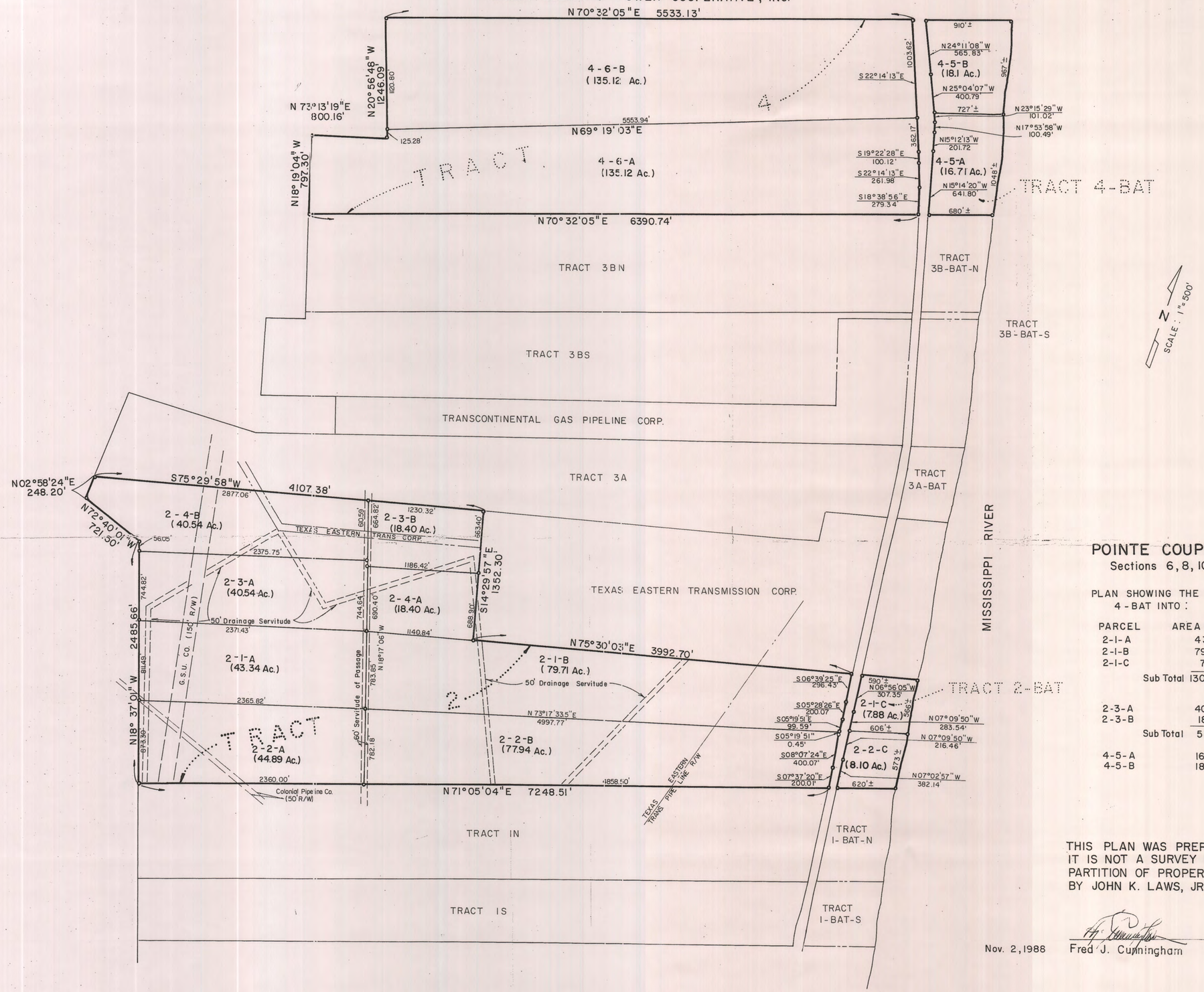
Book 13, Pg 1 Book 11 Pg 586

1984 OCT 29 PM 2:38
RECEIVED & FILED
CLERK OF COURT & EX-OFFICIO RECORDER
PARISH OF POINTE COUPEE

82-100

AF 32552AB

CAJUN ELECTRIC POWER COOPERATIVE, INC.



POINTE COUPEE PARISH, LOUISIANA

Sections 6, 8, 10, 12 and 36, T4S, R11E

PLAN SHOWING THE PARTITION OF TRACT 2, 2-BAT, 4 AND 4-BAT INTO:

PARCEL	AREA (Acres)	PARCEL	AREA (Acres)
2-1-A	43.34	2-2-A	44.89
2-1-B	79.71	2-2-B	77.94
2-1-C	7.88 ±	2-2-C	8.10 ±
Sub Total	130.93 ±	Sub Total	130.93 ±
2-3-A	40.54	2-4-A	18.40
2-3-B	18.40	2-4-B	40.54
Sub Total	58.94	Sub Total	58.94
4-5-A	16.71 ±	4-6-A	135.12
4-5-B	18.10 ±	4-6-B	135.12

THIS PLAN WAS PREPARED BY ME.
IT IS NOT A SURVEY BUT MERELY A CALCULATED PARTITION OF PROPERTIES SHOWN ON PLAN OF SURVEY BY JOHN K. LAWS, JR. DATED 10/16/84.

Nov. 2, 1988 Fred J. Cunningham

DATE	NO.	REVISION	BY

SIMMONS J. BARRY & ASSOCIATES, CONSULTING ENGINEERS
A UTILITY OPERATORS, INC. COMPANY
P.O. BOX 1751-BATON ROUGE, LA 70821-PHONE (504) 769-3400

1989 JUN -9 PM 4:02
RECEIVED & FILED
J.G. DUMOE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Map Book 5 Map # 182

JOB NO.
DATE
DRAWN

SHEET
OF