Exhibit A. Britco Site Title Abstract

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con 57.0 ratio STATE OF LOUISIANA₁₀₈ PARISH OF IBERVILLE D. ALLING PRANSFER

BE IT KNOWN, that on 30th day of December, 1996, before me, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

CLIFTON DAVID LEBLANC, a single individual, a resident of the Parish of Orleans, State of Louisiana;

NANCY ANNE LEBLANC BONDY, born LeBlanc, married to and living with Charles Alide Bondy, a resident of the Parish of East Baton Rouge, State of Louisiana;

BRENT PAUL LEBLANC, married to and living with Jolie Cotten LeBlanc, a resident of the Parish of East Baton Rouge, State of Louisiana;

V. PRICE LEBLANC, JR., married to and living with Christine Roul LeBlanc, a resident of the Parish of East Baton Rouge, State of Louisiana; and

LORI LYNNE LEBLANC ANDERSON, born LeBlanc, married to and living with Russell Anderson, represented hereby by her duly authorized agent, Shirley Wolf LeBlanc, by virtue of a Power of Attorney, a copy of which is of record,

V. PRICE LEBLANC, SR. and SHIRLEY WOLF LEBLANC, born Wolf, married to and living with each other, residents of the Parish of Iberville, State of Louisiana.

and

BRITCO, L.C., a Louisiana corporation, authorized to and doing business in the State of Louisiana, represented herein by its duly authorized agent, V. Price LeBlanc, Sr., by virtue of a resolution of its Board of Directors, a copy of which is of record,

who declared that they make an exchange of property as provided herein:

In consideration of the agreements made herein the said Clifton David LeBlanc, Nancy Anne LeBlanc Bondy, Brent Paul LeBlanc, V. Price LeBlanc, Jr. and Lori Lynne LeBlanc Anderson, do hereby convey, transfer, set over and deliver with all legal warranties, unto the said BRITCO, L.C., the following described property:

All their right, title and interest in and to:

Those certain lots or parcels of ground located in §34 & §35, T9S, R3E, S.E.D. in Ascension Parish, Louisiana and designated as TRACTS 'B', 'C', 'D', 'E', 'F', 'G', 'H' and 'P', on that map made by W. J. Cointment, Jr. dated August 20, 1980 entitled "I HAVE AT MY REQUEST OF MR. PRICE LEBLANC, SURVEYED TRACT 'A-1', 'B', 'C', 'D', 'E', 'F', 'G', 'H', AND 'I' AS SHOWN ON PLAN" said map recorded at Original No. 179,616 of the Ascension Parish Public Records, said Tracts 'B', 'C', 'D', 'E', 'F', 'G', 'H', and 'I' having those measurements, dimensions and boundaries as shown on said map.

LESS AND EXCEPT: That portion of TRACT 'D' contained in TRACT D-1-B and TRACT A-1-A.

CONVEYANCE 2003

and

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The remainder of that one certain tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana and designated as LOT A-1 and shown on that map made by W. J. Cointment, Jr., entitled "SURVEY MAP OF TRACT D-1-B, SITUATED IN THE SE¼ OF SECTION 34, T9S, R3E, SED, EAST OF THE MISS. RIVER, ASCENSION PARISH, LA. SURVEY MADE AT THE REQUEST AND BY INSTRUCTIONS OF V. PRICE LEBLANC", said portion of LOT A-1 containing 0.42 acres and having those measurements, dimensions and boundaries as shown on the above described map, a copy of which is of record.

and

That certain lot, tract or parcel of real estate situated in §34, T9S, R3E, S.E.D. of Louisiana, East of the Mississippi River in Ascension Parish, Louisiana, together with all the rights, ways and appurtenances thereunto belonging or in anywise appertaining being described as "PARCEL A" on that map made by W. J. Cointment, Jr. dated May 1, 1984, a copy of which is of record, said map being entitled "SURVEY MAP OF PARCELS A, B, & C, SITUATED IN SECTION 34, T9S, R3E, S.E.D. EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR V. PRICE LEBLANC", said "PARCEL A" containing 21.34 acres and having those measurements, dimensions and boundaries as shown on the above described map.

In consideration of the property transferred herein the said BRITCO, L.C. does transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said Clifton David LeBlanc, Nancy Anne LeBlanc Bondy, Brent Paul LeBlanc, V. Price LeBlanc, Jr. and Lori Lynne LeBlanc Anderson, ownership units in Britco, L.C. described as follows:

OWNERSHIP UNITS

	Class A	Class B	Total
	<u>Units</u>	<u>Units</u>	Unit
V. Price LeBland	100	250	350
Shirley Wolf LeBlanc	100	250	350
V. Price LeBlanc, Jr.	25	75	100
Clifton David LeBlanc	25	175	200
Brent Paul LeBlanc	25	175	200
Nancy Anne LeBlanc Bondy	25	175	200
Lori Lynne LeBlanc Anderson	_25	<u>175</u>	200
TOTALS	325	1275	1600

These ownership units are more fully described in the operating agreement for Britco, L.C.

This exchange is made and mutually accepted by the parties hereto, it being agreed and Connderstood Char Clifton David LeBlanc, Nancy Anne LeBlanc Bondy, Brent Paul LeBlanc, V. BOOK

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Price LeBlanc, Jr. and Lori Lynne LeBlanc Anderson, V. Price LeBlanc, Sr., Shirley Wolf LeBlanc and BRITCO, L.C., each receive properties of value equal to that conveyed, no additional consideration being due to any party. The transfers made herein are made free from any liens, mortgages or encumbrances whatsoever, with full and general warranty of title, and with full subrogation to all of the rights of warranty, and all other rights as held by the respective parties. As to the properties received by each party, that party assumes ad valorem tax liabilities for the current year.

No title examination was requested of nor made by the undersigned Notary, and the parties hereto do hereby relieve and exonerate said Notary from any and all liability for any defects in the title to the subject property. The description used in preparing this act was taken from the description provided and accepted by the parties hereto.

THUS DONE AND PASSED at my office in St. Gabriel, Louisiana, the undersigned parties having affixed their signatures in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

WITNESSES:	(M) a
Cambre fu.	Cliffon David LeBlanc, SS# \$804
Danna D. Benesard	Mancy Anne LeBlanc Bondy, SSH 8801
	Brent Paul LeBlanc, SS# 1578
	V. Price LeBlanc, Jr., SS# 8802
	V. Price LeBlanc, Sr., SS# 6376
	Shirley Wolf LeBlanc, SS# 9107, individually and as agent for Lori Lynne LeBlanc Anderson, SS# 8805
	BRITCO, L.C. BY: A / Druce LeBlanc, Sr.
NOTARY	PUBLIC PUBLIC

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CONVEYANCE PAGE

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RECORDED FROM THE DOCUMENT ON FILE THIS 2ND DAY OF JANUARY 1997

KERMIT HART HOURQUE CLERK OF ASCENSION

STATE OF LOUISIANA

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AGREEMENT TO BUY AND SELL

BE IT KNOWN, that on the 12 day of 1998 before me, DWIGHT D. POIRRIER, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

BRITCO, L.C., (Tax Identification Number is ______), a Louisiana corporation, authorized to do and doing business in the State of Louisiana, represented herein by its duly authorized agent, V. Price LeBlanc, Sr., by virtue of a resolution of its board of directors, a copy of which is of record, hereinafter referred to as "SELLER";

TROY W. GOINGS, (Social Security Number 15682), a person of the full age of majority, married but once and then to Sheri Pastor, domiciled in East Baton Rouge Parish, whose mailing address is declared to be 18568 Lake Camelia, Baton Rouge, Louisiana 70817;

GREGORY M. GOINGS, (Social Security Number 5408), a single person of the full age of majority, domiciled in East Baton Rouge Parish, whose mailing address is declared to be 11135 Downy Drive, Greenwell Springs, Louisiana 70739; and

KRISTY D. GOINGS, (Social Security Number 5483), a single person of the full age of majority, domciled in East Baton Rouge Parish, whose mailing address is declared to be 15486 Riverdale Avenue, Baton Rouge, Louisiana 70816.

hereinafter referred to as "PURCHASERS";

who did enter into the following agreement:

1. SELLER agrees to sell and PURCHASER agrees to buy the following described property:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S. dated April 14, 1998, said map being entitled "Property Boundary Survey of Tract A-B, of the V. Price LeBlanc property, situated in the Southeast Quarter of Section 34, T9S, R3E, S.E.D., East of the Miss. River, Ascension Parish, La. Said tract being designated as Tract A-B containing 13.13 acres and being more particularly described as follows: Commence at the section corner common to sections 17, 18, 34 and 35, thence proceed South 88° 53' 25" West a distance of 1,360.38 feet to a point and corner being the POINT OF BEGINNING; thence continue South 88° 53' 25" West a distance of 80 feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 931.05 feet to a point and corner; thence continue North 01° 00' 35" West a distance of 357.57 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 73.04 feet to a point and corner; thence proceed North 01° 06' 35° West a distance of 250.00 feet to a point and corner; thence proceed North 61° 20' 04" West a distance of 100.00 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 200.00 feet to a point and corner; thence proceed North 01° 06' 25" West a distance of 587.03 feet to a point and corner; thence proceed South 48° 07' 43" East a distance of 1,250.00 feet to a point and corner; thence proceed South 51° 17' 44" West a distance of 138.50 feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 307.57 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 364.90 feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 931.05 feet to a point and corner being the POINT OF BEGINNING containing 13.13 acres and being subject to such servitudes and set back lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

2. The consideration for said transfer shall be the price and sum of ONE AND NO/100 (\$1.00) DOLLARS per square foot for the above described property and such additional consideration as agreed upon by the parties payable as follows: PURCHASER has deposited with SELLER the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS; the remaining portion of the selling price, shall be paid at the time of the execution of the cash sale by the parties hereto. Advalorem property taxes for the year of the sale shall be prorated between SELLER and PURCHASER as of the date of the sale using a deduction from the sale price based on the current assessed value of the property sold.

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- 3. The actual transfer of the property described above shall be by warranty deed, free from all liens and other encumbrance: except as noted below, and shall, unless an earlier time is mutually agreed upon, be consummated not later than June 30, 1998.
- 4. SELLER and PURCHASER agree that the act of sale shall contain the following provisions, or provisions containing language to the same effect:

SELLER reserves the oil, gas, sulphur, salt and any other minerals, solid, liquid or gaseous, lying in, under or which may be produced from the above described property, but this mineral servitude does not include the right to use the surface of the subject property for any mineral exploration, development or production.

- 5. PURCHASER'S obligation to buy the property described above is contingent upon PURCHASER'S ability to use the property for industrial purposes, and should the property be zoned, restricted, subject to exsements or servitudes, or subject to any other title defect which would render the property unusable for such purposes or make it impossible to borrow money on the property for title reasons, then PURCHASER shall be released from the obligation to buy, and entitled to a refund of any money paid to SELLER in connection herewith.
- 6. PURCHASER's obligation to purchase is contingent upon PURCHASER's ability to obtain a commitment for financing, secured by the property described above, in an amount not less than ninety (90%) percent of the purchase price.
- 7. This is not an option, but it is an executory contract to buy and sell and it shall be so construed in all respects. No party may withdraw from this contract and all parties grant unto each other and reserve unto themselves the absolute right to demand specific performance of this contract.
- 8. This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors.

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

WITNESSES:

While Character of

BRITCO, L.C.

V. PRIČE LEBLANC, SR., its

duly authorized agent

TROY W. GOINGS

1 (Nation (VA)

GREGORY M. GOINGS

DWIGHT D. POIRRIER, NOTARY PUBLIC

RECORDED FROM THE DOCUMENT ON FILE THIS 16TH DAY OF JUNE 1998

KENNET HART BOURQUE CHERK OF ASCENSION

CONVEYANCE BOOK PAGE

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STATE OF LOUISIANA PARISH OF ASCENSION

ACT OF CASH SALE

BRITCO, L.C., (Tax Identification Number is 72-1365601), a Louisiana corporation, authorized to do and doing business in the State of Louisiana, represented herein by its duly authorized agent, V. PRICE LeBLANC, SR., by virtue of a resolution of its Board of Directors, a copy of which is on file and of record in the official records of Ascension Parish, Louisiana, whose mailing address is declared to be Post Office Box 33, St. Gabriel, Louisiana 70776;

hereafter referred to as "SELLER";

who declared that for the price of _____SEVEN HUNDRED_EIGHTY-SIX_THOUSAND_FOUR_HUNDRED_TWENTY-TWO AND NO/100 (\$786.422.00) 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:

TROY W. GOINGS, (Social Security Number 5682), a person of the full age of majority, married but once and then to Sheri Pastor Goings, domiciled in East Baton Rouge Parish, whose mailing address is declared to be 18568 Lake Camelia, Baton Rouge, Louisiana 70817; the said SHERI PASTOR GOINGS appearing herein solely to acknowledge the separate property of her husband:

GREGORY M. GOINGS, (Social Security Number 5408), a person of the full age of majority, married but once and then to Kristy Davis Goings, domiciled in East Baton Rouge Parish, whose mailing address is declared to be 11135 Downy Drive, Greenwell Springs, Louisiana 70739; the said KRISTIE DAVIS GOINGS appearing herein solely to acknowledge the separate property of her husband; and

KRISTY D. GOINGS, (Social Security Number 5483), a single person of the full age of majority, domiciled in East Baton Rouge Parish, whose mailing address is declared to be 15486 Riverdale Avenue, Baton Rouge, Louisiana 70816;

hereafter referred to jointly as "PURCHASER";

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

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S. dated April 14, 1998, said map being entitled "Property Boundary Survey of Tract A-B, of the V. Price LeBlanc property, situated in the Southeast Quarter of Section 34, T9S, R3E, S.E.D., East of the Miss. River, Ascension Parish, La.* Said tract being designated as Tract A-B containing 13.13 acres and being more particularly described as follows: Commence at the section corner common to sections 17, 18, 34 and 35, thence proceed South 88° 53' 25" West a distance of 1,360.38 feet to a point and corner being the POINT OF BEGINNING; thence continue South 88° 53' 25" West a distance of 80 feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 931.05 feet to a point and corner; thence continue North 01° 06' 35" West a distance of 357.57 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 73.04 feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 250,00 feet to a point and corner; thence proceed North 61° 20' 04" West a distance of 100.00 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 200.00 feet to a point and corner; thence proceed North 01° 06' 25" West a distance of 587.03 feet to a point and corner; thence proceed South 48° 07' 43" East a distance of 1,250,00 feet to a point and corner; thence proceed South 51° 17' 44" West a distance of 138.50 feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 307.57 feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 364.90 feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 931.05 feet to a point and corner being the POINT OF BEGINNING containing 13.13 acres and being subject to such servitudes and set back lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

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SELLER reserves all of the oil, gas and other minerals in, on and under the land conveyed herein, but agrees that the surface of the land shall not be used for the exploration for or development of any mineral.

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Taxes for the current year will be pro-rated.

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 PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

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 Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

Danie Shalker	BRITCO, L.C. BY: Y. PRICE LEBLANC, SR., ITS DULY AUTHORIZED AGENT TROY GOINGS
	SHERI PASTOR GOINGS, TO ACKNOWLEDGE THE SEPARATE PROPERTY OF HER HUSBAND GREGORY M. GOINGS
	KRISTIE DAVIS GOINGS, TO ACKNOWLEDGE THE SEPARATE PROPERTY OF HER HUSBAND KRISTY D. Loing KRISTY D' GOINGS

DWIGHT D. POIRRIER, NOTARY

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RECORDED FROM THE DOCUMENT ON FILE THIS 14TH DAY OF SEPTEMBER 1998
KELMIT HART BOURQUE CERK OF ASCENSION

CONVEYANCE BOOK PAGE

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STATE OF LOUISIANA DY. CLERK AND RECORDER PARISH OF IBERVILLE

BEFORE ME, Notary Public, on the date below given and in the presence of the undersigned witnesses, personally came and appeared:

ROBERT D. HORNSTEIN

who after being duly sworn did declare that he was the notary on that Act of Transfer dated December 20, 1996 and recorded at Conveyance Book 570, File No. 384183 of the Ascension Parish Public Records, wherein certain properties were transferred from various individuals to BRITCO, L.C. and certain ownership interest in BRITCO, L.C. were transferred to the same individuals.

It has come to the attention of the appearer that the second full paragraph located on the first page contains a clerical omission. The corrected paragraph should read as follows:

"In consideration of the agreements made herein the said Clifton David LeBlanc, Nancy Anne LeBlanc Bondy, Brent Paul LeBlanc, V. Price LeBlanc, Jr., Lori Lynne LeBlanc Anderson, V. Price LeBlanc, Sr. and Shirley Wolf LeBlanc."

Appearer further corrects the beginning of the first full paragraph on the second page of said act of transfer to read as follows:

"In consideration of the property transferred herein the said BRITCO, L.C. does transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said Clifton David LeBlanc, Nancy Anne LeBlanc Bondy, Brent Paul LeBlanc, V. Price LeBlanc, Jr., Lori Lynne LeBlanc Anderson, V. Price LeBlanc, Sr. and Shirley Wolf LeBlanc."

Appearer declares that he hereby authorizes the Clerk of Court in and for the Parish of Ascension, State of Louisiana to make mention of this Act of Correction of the above described typographical errors on the margin of the conveyance records at Conveyance Book 570, File No. 384183 of the Ascension Parish Public Records and appearer further declares that the above mentioned Act of Transfer hereby stands corrected.

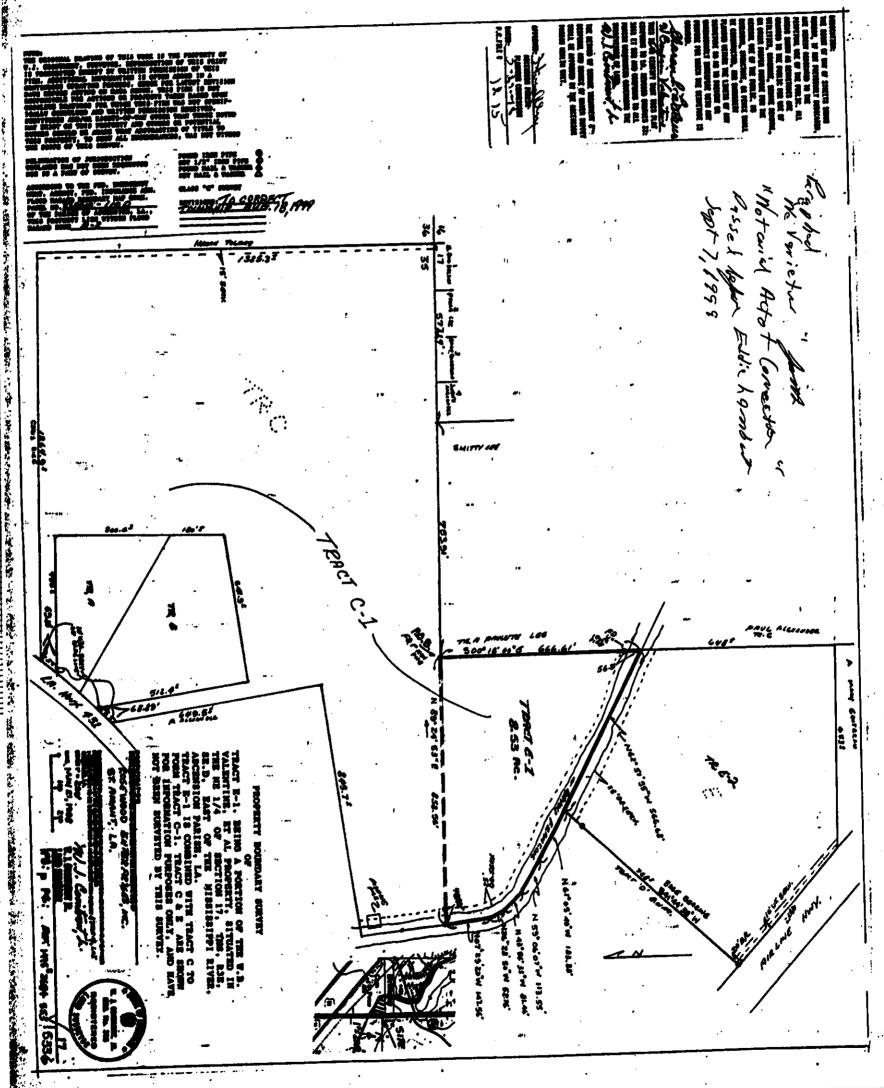
THUS DONE AND PASSED before me, at my office in St. Gabriel, Louisiana, this ____ day of November, 1998.

WITNESSES:

NOTABY DIRT I

THIS 30TH DAY OF MARCH 1999 RECORDED FROM THE DOCUMENT

HART BOURQUE CLERK OF ACCENSION



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STATE OF LOUISIANA

474462 PARISH OF <u>ASCENSION</u>

SERVITUDE AND RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Twenty Six Thousand Twenty Seven Dollars and Nineteen Cents (\$26,027.19), the receipt and adequacy of which are hereby acknowledged, V. PRICE LEBLANC SR. (SS# 6376) and SHIRLEY WOLF LEBLANC (SS# ■9107), married to and living with one another; and BRITCO, L.C. (TIN 72-1365601), a Louisiana Corporation, represented herein by V. Price LeBlanc, Sr., its duly authorized "Agent", all of whose mailing address for the purposes hereof is designated as C/o P.O. Box 33, St. Gabriel, LA 70776; hereinafter called Grantor (whether one or more), hereby grants, bargains, sells, and conveys unto Williams Communications, Inc., formerly known as Vyvx, Inc., a Delaware corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P. O. Box 22064, Tulsa, Oklahoma 74121, its successors and assigns, hereinafter called Grantee, a perpetual servitude and right of way, together with the rights and privileges herein granted, hereinafter called the Servitude, together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon, and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto from time to time or at any time for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes to be established beforehand by Grantee, on, in, over, under, through, and across the following described land, but in so-for and only in so-for as the said land fall within the Louisiana State Highway 30 right-of-way, hereinafter called the Property, located in the Parish of Ascension, State of Louisiana, to wit:

TRACT - 1

A certain tract or parcel of land situated in the Southwest Quarter of Section 33, Township 9 South, Range 3 East, Southeastern District of Louisiana, East of the Mississippi River, Ascension Parish Louisiana, containing 4.881 acres, more or less, and being more particularly described in that certain Cash Sale dated May 6th, 1999 and recorded at COB 616, Page 551 in the official records of Ascension Parish, Louisiana. (V. Price LeBlanc Sr. and Shirley Wolf LeBlanc; LAAS033)

TRACT - 2

A certain tract or parcel of land situated in the Southwest Quarter of Section 34, Township 9 South, Range 3 East, Southeastern District of Louisiana, East of the Mississippi River, Ascension Parish Louisiana, containing 21.64 acres, more or less, and being more particularly described in that certain Act of Exchange dated June 11th, 1984 and recorded at COB 373, Page 458 in the official records of Ascension Parish, Louisiana.(Britco L.C. LAAS054)

TRACT - 3

A certain tract or parcel of land situated in the Southwest Quarter of Section 34, Township 9 South, Range 3 East, Southeastern District of Louisiana, East of the Mississippi River, Ascension Parish Louisiana, containing 56.48 acres, more or less, and being more particularly described in that certain Act of Exchange dated October 23rd, 1979, recorded at COB 318, Page 841 and in that certain Cash Sale dated January 22nd, 1980 and recorded at COB 321, Page 110 of the official records of Ascension Parish, Louisiana. (Britco L.C. LAAS055)

TRACT - 4

A certain tract or parcel of land situated in the Southwest Quarter of Section 35, Township 9 South, Range 3 East, Southeastern District of Louisiana, East of the Mississippi River, Ascension Parish, containing 6.63 acres, more or less and being more particularly described in that certain Sale with Mortgage dated December 22, 1972, recorded at COB 245, Page 325 and being more particularly described as TRACT "I" in that certain survey plat dated August 20, 1980 by W. J. Cointment, Jr. and recorded at Map # 179,615 all in the records of Ascension Parish, State of Louisiana. (Britco L.C. LAAS058)

and to be approximately located in accordance with the plan, sketch, or aerial photograph attached hereto as Exhibit 1, together with the right of ingress and egress to, from, and along the Servitude and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof) and together with a temporary servitude to provide work space along and adjacent to the Servitude as Grantee, in its sole discretion, may deem necessary from time to time or at any time.

The communications system(s) shall be installed across the property within the existing Louisiana State Highway 30 right-of-way as such right-of-way is located as of the date of this instrument. The exact location of the Servitude conveyed by this instrument shall be determined by the installation of Grantee's communications system(s), and the Servitude shall extend for five feet on either side of the centerline of the first working communications system installed.

The communications system(s) described herein shall consist of a buried, twin-conduit communications system, containing one telecommunications cable per conduit, and appurtenances. The entire communications system(s) shall be buried, except for above ground test posts and line markers indicating the location of the system(s).

Grantee shall restore the surface of the Servitude and temporary servitude as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface in accordance with regulations or direction by any private or governmental entity having jurisdiction thereof. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at the Grantee's sole option, to restore crops, timber, or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the Servitude by Grantee.

All oil, gas, and other minerals are reserved to Grantor, provided that Grantor shall not use a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above-described premises except that the Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein to cut and keep clear obstructions or vegetation that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others to construct, create, or maintain any reservoir, excavation, obstruction, structure or building, of any kind, or change the land grade on, over, along, or across the area of the Servitude without the prior written consent of Grantee (which shall not be unreasonably withheld). Grantor hereby affirmatively releases, acquits, settles, and forever discharges any and all claims, related to or arising out of the installation of its communications system(s) by Grantee as of the effective date of this Agreement.

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation, and maintenance of said facilities, including, but not limited to injuries to or death of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Servitude for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other servitude. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other servitude.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to benefit of the parties hereto, their successors, assigns, personal representatives, and heirs. This Agreement shall be effective as of the date of commencement of the initial installation of the communications system(s) on the Property by Grantee.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantee may divide, subdivide, or apportion, and may lease, assign, transfer, mortgage, or encumber, all or any part of the Servitude.

Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the Servitude, temporary servitude, and the property, rights, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part hereof.

TO HAVE AND TO HOLD the Servitude, temporary servitude, rights, and privileges unto Grantee, its successors and assigns in perpetuity until such time as Grantee releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF	THE //day of July , 2000.
	Print Name: Rickard P. Gautredux
SS#. <u>- 6376</u>	WITNESS: Print Name: Rank & Garage
GRANTOR: McLey Wolf LeBlanc	WITNESS: Pyland & Kauthaul Print Name: Aichord P. Gautkeaux
SS#. <u>-9107</u>	WITNESS: Print Name Have Bother
GRANTOR: V. Price LeBlanc, Sr., "Agent"	WITNESS: Richard F. Santreaux WITNESS:
Fed. Tax ID No. <u>72-1365601</u>	Print Name: Deres & Guther

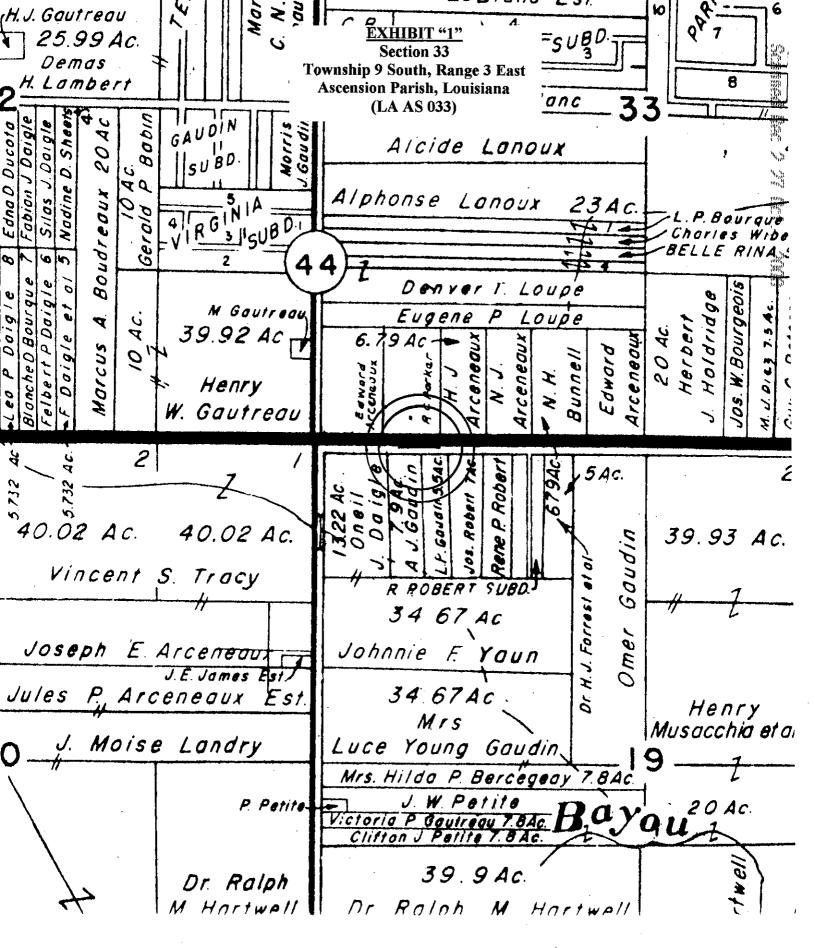
WITNESS ACKNOWLEDGMENT

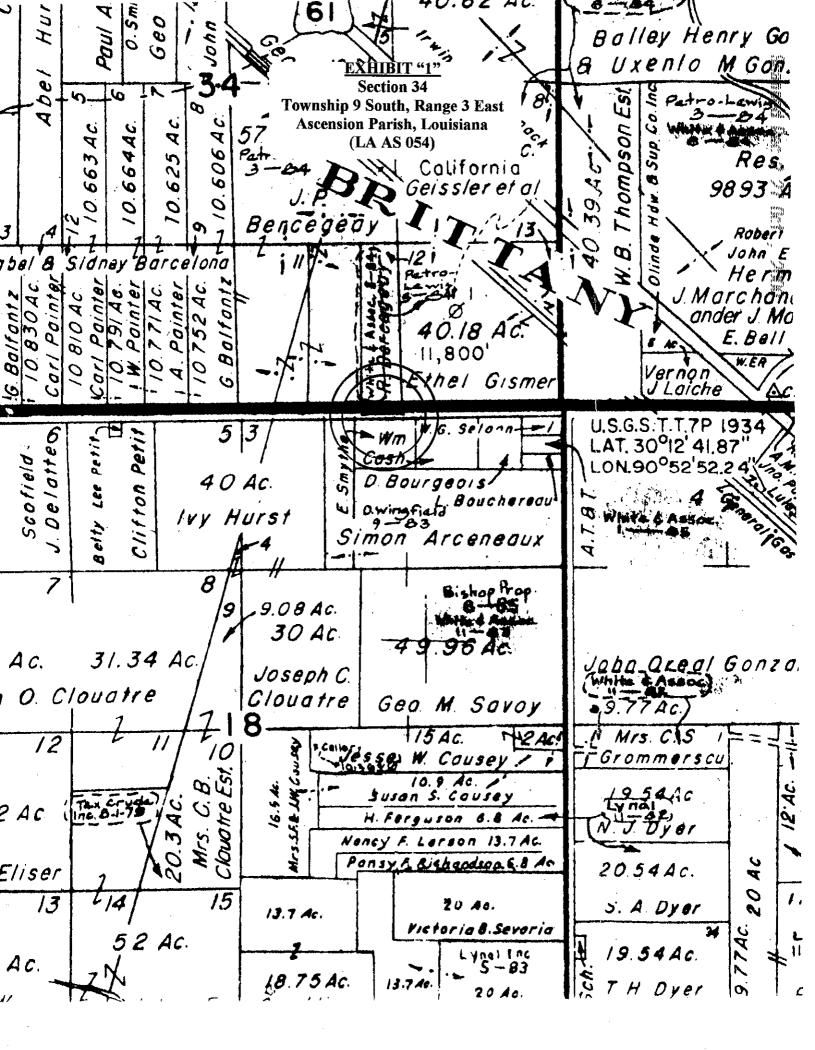
State of Louisiana

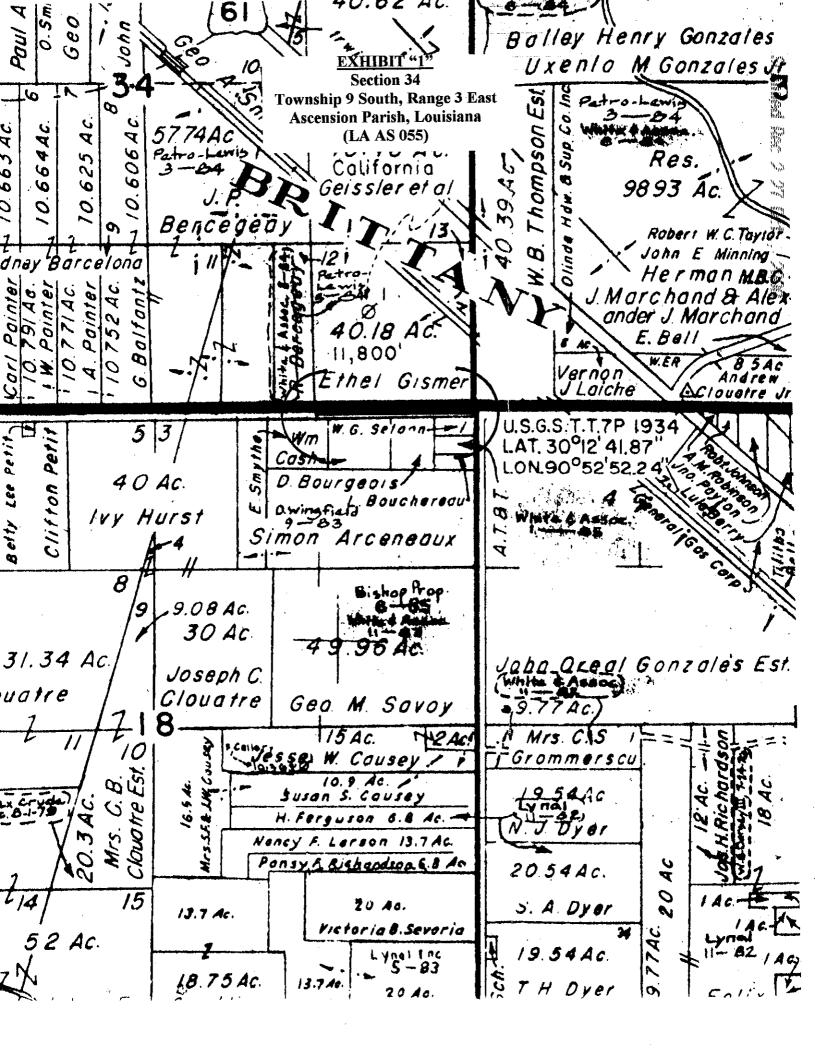
Parish of Ascension

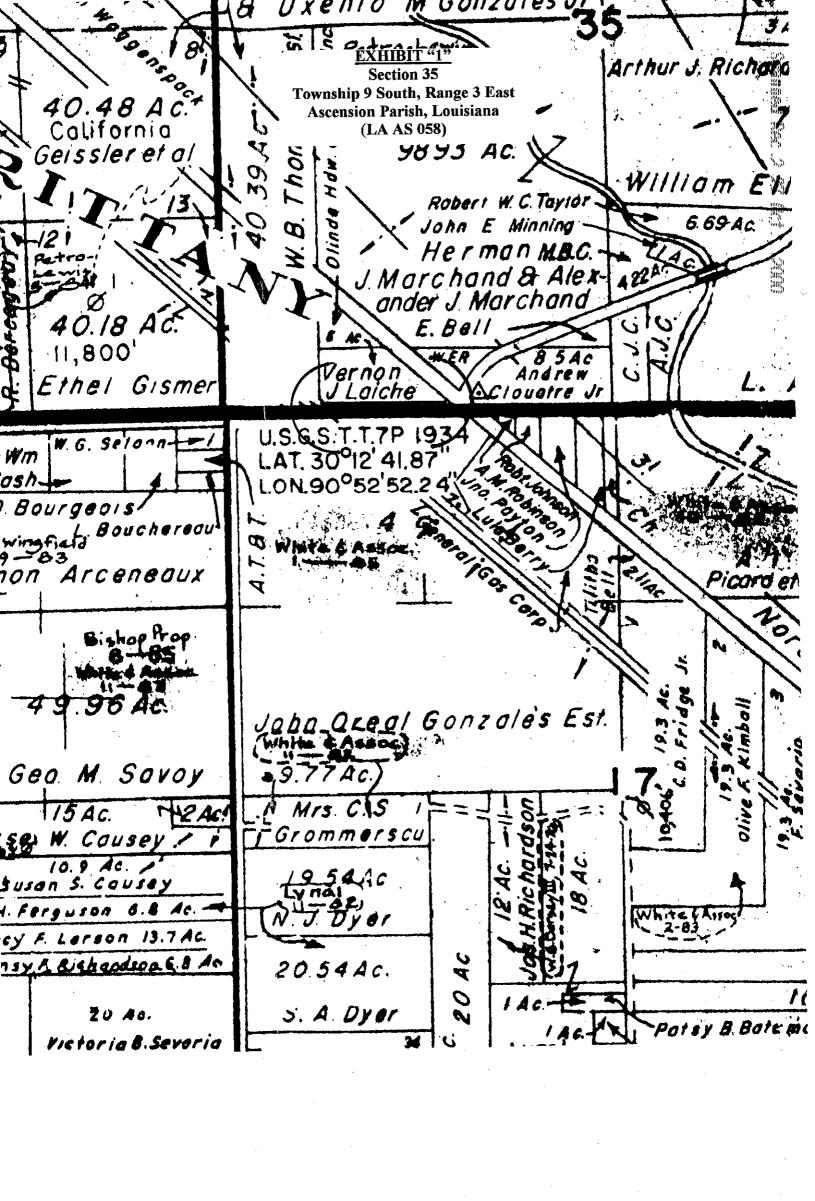
BEFORE ME, the undersigned <u>Kathleen L. Rogge</u> a Notary Public duly commissioned in and for the State and Parish aforesaid on this <u>25th</u> day of <u>July</u>, 2000, personally appeared Richard Gautreaux, who being by me duly sworn, deposed and said that he was one of the subscribing witnesses to the foregoing instrument and that <u>V. Price LeBlanc</u>, <u>Sr.; individually and as agent for BRITO, L.C. and Shirley Wolf LeBlanc</u> are the identical person(s) who executed the within and foregoing instrument (as Grantors) and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICE School Spectroscope AFFIANT PRINT NAME: Richard Gautreaux		CIAL SEAL.		
		NOTARY PUBLIC PRINT NAME: Kathleen L. Rogge My commission expires at my death		
TRACT·#	LA AS 054 033 055 & 058	Draft#: 159139	& 159138	









CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD 2sc

2001 JAN - 2 AM 11: 34

PARISH OF IBERVILLE STATE OF LOUISIANA

478077

DY CLERK AND RECORDER

BE IT KNOWN that on the date below given and before the undersigned Notary, Publik, and in the

presence of the undersigned witnesses, personally came and appeared:

V. PRICE LEBLANC, SR. and SHIRLEY WOLF LEBLANC, born Wolf, married to and living with each other, resident of the Parish of Iberville, State of Louisiana,

herein called SELLER, who declared that for 200 Class B (Non-voting) Ownership Units in Britco, L.C., which is acknowledged, SELLER hereby exchanges, transfers and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have unto:

> BRITCO, L.C., a Louisiana Limited Liability Company, authorized to and doing business in the State of Louisiana, represented herein by its members, V. Price LeBlanc, Sr. and Shirley Wolf LeBlanc, as authorized in the operating agreement of the company,

herein called BUYER, the following described property the possession and deliver of which BUYER acknowledges:

> That one certain lot, tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located in §35, T9S, R3E, East of the Mississippi, containing 8.46 acres, more or less, and being described on that map made by W. J. Cointment, Jr., Land Surveyor, dated July 28, 1987, TRACT A, said TRACT A having those measurements, dimensions and boundaries as shown on said map, and being subject to those servitudes shown on said map, a copy of which is of record.

> > and

That one certain lot, tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located in §35, T9S, R3E, Southeastern District, East of the Mississippi, containing 2.74 acres, more or less, and being described on that map made by W. J. Cointment, Jr., Land Surveyor, dated February 7, 1995, designated as LOT B-1, said LOT B-1 having those measurements, dimensions and boundaries as shown on said map, and being subject to those servitudes shown on said map, a copy of which is of record.

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.

Page 1 of 2 Pages

All certificates required by the Louisiana Civil Code including tax certificates, mortgage certificates and/or conveyance certificates are dispensed with by the parties and the notary is held harmless thereon.

WITNESSES:

V. Price LeBlanc, Sr.

Shirley Wolf LeBlanc

BRICTO, L.C.

V. Price LeBlanc. Sr.. Member

Shirley Wolf LeBland Member

NOTARY PUBLIC

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DY. CLERK

STATE OF LOUISIANA PARISH OF ASCENSION

OPTION TO PURCHASE

BE IT KNOWN that on the dates indicated below, before the undersigned Notary or Notaries Public and the undersigned good and competent witnesses,

PERSONALLY CAME AND APPEARED:

BRITCO, L.C. (TIN: 72-1365601), a Louisiana corporation authorized to do and doing business in the State of Louisiana, represented herein by its duly authorized officer, V. PRICE LeBLANC, SR., by virtue of a resolution of its Board of Directors, a copy of which is on file and of record in the official records of Ascension Parish, Louisiana, whose mailing address is declared to be Post Office Box 33, St. Gabriel, Louisiana 70776; hereinafter referred to as "SELLER"; and

WAYNE T. GOINGS (SSN: 7305), a single man of the full age of majority, whose present mailing address is declared to be 42422 La. Highway 30, Gonzales, Louisiana 70737; hereinafter referred to as "PURCHASER";

who did enter into the following agreement:

1. Subject to the following terms, SELLER does hereby give, grant and convey to PURCHASER an exclusive option or right to purchase the following described property:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, and being a portion of Tract B and Parcel 1, designated as TRACT A-1, containing 12.57 acres, more or less, and being shown on the attached Assessor's Map.

- The option or right granted and created hereby is in the nature of a continuing offer to sell the property made by SELLER to PURCHASER, which offer shall remain open to PURCHASER for a period ending March 31, 2002.
- 3. The consideration for the granting of this option or continuing offer to sell by SELLER to PURCHASER is TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which SELLER acknowledges, and it is agreed that this sum shall not be earnest money.
- 4. The price to be paid by PURCHASER to SELLER for the property described above, in the event that PURCHASER elects to accept the offer made by SELLER, shall be the sum of TWO AND NO/100 (\$2.00) DOLLARS PER SQUARE FOOT, payable in cash at the time of the transfer. Property taxes for the year of the sale shall be prorated. The parties further agree that the property shall be surveyed by W. J. Cointment, Jr., R.L.S., to determine an exact square footage in order to determine the final purchase price.
- 5. The sum paid for this option shall be part of the purchase price should PURCHASER decide to exercise the option, and if PURCHASER should decide not to purchase the property for reasons other than title defects, then the sum paid for this option shall be forfeited to SELLER.
- 6. Should PURCHASER decide to exercise this option and purchase the property described above. PURCHASER shall, before the expiration of the option period, notify SELLER in writing of such desire to purchase the property and PURCHASER shall then have thirty (30) days from the date of the notice to complete the sale. In the event that the sale is not completed within the time allowed, PURCHASER shall forfeit the option rights granted herein and the sum paid for them.
- 7. Should PURCHASER exercise the option granted herein, PURCHASER's obligation to buy the property described above is contingent upon PURCHASER's ability to use the property for industrial purposes, and should the property be zoned, restricted, subject to easements or servitudes, or subject to any other title defect which would render the property unusable for such purposes or make it impossible to borrow money on the property for title reasons, then any sum paid by PURCHASER to SELLER shall be returned.

 This agreement shall be binding upon and inure to the benefit of all the parties hereto a respective heirs, executors, administrators, assigns and successors. 	and theil
There has been no title examination requested, nor has any been performed by any under Notary with regard to the above described property.	rsignec
THUS DONE AND PASSED on this day of, 2001, at Go Parish of Ascension, State of Louisiana, the undersigned parties having affixed their signature presence of me, Notary, and the undersigned witnesses after due reading of the whole.	
BRITCO, L.C. BY: V. PRICE LEBLANC, SR.	بـ
NOTARY PUBLIC	
NOTART OBEIO	
THUS DONE AND PASSED on this day of, 2001, at Go Parish of Ascension, State of Louisiana, the undersigned parties having affixed their signature presence of me, Notary, and the undersigned witnesses after due reading of the whole.	onzales s in the
Britant Ling Wayne J. Soing WAYNE T. GOINGS	

NOTARY PUBLIC

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COB NOB. OTHER

BY_____DY. CLERK

STATE OF LOUISIANA PARISH OF ASCENSION

OPTION TO PURCHASE

DY CLERK AND REPORDER

BE IT KNOWN that on the dates indicated below, before the undersigned Notary or Notaries Public and the undersigned good and competent witnesses,

PERSONALLY CAME AND APPEARED:

BRITCO, L.C. (TIN: 72-1365601), a Louisiana corporation authorized to do and doing business in the State of Louisiana, represented herein by its duly authorized officer, V. PRICE LeBLANC, SR., by virtue of a resolution of its Board of Directors, a copy of which is on file and of record in the official records of Ascension Parish, Louisiana, whose mailing address is declared to be Post Office Box 33, St. Gabriel, Louisiana 70776; hereinafter referred to as "SELLER"; and

WAYNE T. GOINGS (SSN: 17305), a single man of the full age of majority, whose present mailing address is declared to be 42422 La. Highway 30, Gonzales, Louisiana 70737; hereinafter referred to as "PURCHASER";

who did enter into the following agreement:

1. Subject to the following terms, SELLER does hereby give, grant and convey to PURCHASER an exclusive option or right to purchase the following described property:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, and being a portion of Tract B and Parcel 1, designated as **TRACT B-1**, **containing 25.44 acres**, more or less, and being shown on the attached Assessor's Map.

- 2. The option or right granted and created hereby is in the nature of a continuing offer to sell the property made by SELLER to PURCHASER, which offer shall remain open to PURCHASER for a period ending March 31, 2002.
- 3. The consideration for the granting of this option or continuing offer to sell by SELLER to PURCHASER is TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which SELLER acknowledges, and it is agreed that this sum shall not be earnest money.
- 4. The price to be paid by PURCHASER to SELLER for the property described above, in the event that PURCHASER elects to accept the offer made by SELLER, shall be the sum of ONE AND 75/100 (\$1.75) DOLLARS PER SQUARE FOOT, payable in cash at the time of the transfer. Property taxes for the year of the sale shall be prorated. The parties further agree that the property shall be surveyed by W. J. Cointment, Jr., R.L.S., to determine an exact square footage in order to determine the final purchase price.
- 5. The sum paid for this option shall be part of the purchase price should PURCHASER decide to exercise the option, and if PURCHASER should decide not to purchase the property for reasons other than title defects, then the sum paid for this option shall be forfeited to SELLER.
- 6. Should PURCHASER decide to exercise this option and purchase the property described above, PURCHASER shall, before the expiration of the option period, notify SELLER in writing of such desire to purchase the property and PURCHASER shall then have thirty (30) days from the date of the notice to complete the sale. In the event that the sale is not completed within the time allowed, PURCHASER shall forfeit the option rights granted herein and the sum paid for them.
- 7. Should PURCHASER exercise the option granted herein, PURCHASER's obligation to buy the property described above is contingent upon PURCHASER's ability to use the property for industrial purposes, and should the property be zoned, restricted, subject to easements or servitudes, or subject to any other title defect which would render the property unusable for such purposes or make it impossible to borrow money on the property for title reasons, then any sum paid by PURCHASER to SELLER shall be returned.

- 8. This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors.
- 9. There has been no title examination requested, nor has any been performed by any undersigned Notary with regard to the above described property.

THUS DONE AND PASSED on this	10th day	of Seetem	שכר	, 2001, at G	onzales,
Parish of Ascension, State of Louisiana, the	undersigned	parties having	affixed	their signature	s in the
presence of me, Notary, and the undersigned	witnesses afte	er due reading o	of the wh	nole.	

Bridge Poling

BRITCO, L.C.

V PRICE LEBI ANC. SR

NOTARY PUBLIC

THUS DONE AND PASSED on this ______ day of ______, 2001, at Gonzales, Parish of Ascension, State of Louisiana, the undersigned parties having affixed their signatures in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

NOTARY PUBLIC

MITNESSES

WAYNE T. GOINGS

C:\OFFICE\WPWIN\WPDOCS\PROPERTY\PLASTI-S\OPTIONS.WPD

Iberville Parish Recording Page

J. G. "BUBBIE" DUPONT, JR **CLERK OF COURT** P.O. BOX 423

Plaquemine, LA 70765 (225) 687-5160

First VENDOR

LEBLANC, V PRICE

INSTRUMENT # 00686788

FILED AND RECORDED

ASCENSION CLERK OF COURT 12147100 PM OTHER.

First VENDEE

BRITCO LC

index Type:

Conveyance

Type of Document : Exchange

Recording Pages:

7

CERT IFTED TRUE COPY BY File #: 5975

Book: 593

DEPUTY CLERK SLIP**FRHO**00 131

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberville

Parish, Louisiana

On (Recorded Date): 12/21/2007

At (Recorded Time): 1:47:46PM

Doc ID - 001053240007

CLERK OF COURT J. G. "BUBBIE" DUPONT, JR Parish of Iberville

I certify that this is a true copy of the attached document that was filed for registry and

Recorded 12/21/2007 at 1:47:46 Recorded in Book 593 Page 131 File Number (



EXCHANGE

STATE OF LOUISIANA PARISH OF IBERVILLE

BEFORE ME, Notary Public, on the date below given, and in the presence of the undersigned witnesses, personally came and appeared:

V. PRICE LEBLANC and SHIRLEY WOLF LEBLANC, born Wolf, married to and living with each other, residents of the Parish of Iberville, State of Louisiana,

who declared that they do herein sell, transfer and convey unto:

BRITCO, L. C., a Louisiana corporation, authorized to and doing business in the Parish of Ascension, State of Louisiana, herein represented by V. PRICE LEBLANC,

herein appearing for the purpose of accepting the property transferred, with the following described property, to-wit:

A ONE-HALF (½) INTEREST IN AND TO: SEE ATTACHMENT "A"

The parties agree that the consideration for this transfer is the issuance to V. Price LeBlanc and Shirley Wolf LeBlanc of 600 Class B (non-voting) units of ownership interest in **BRITCO**, L. C.

No title examination was requested of nor made by the undersigned Notary, and the parties hereto do hereby relieve and exonerate said Notary from any and all liability for any defects in the title to the subject property. The description used in preparation of this act was taken from the description provided and accepted by the parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

TO HAVE AND TO HOLD unto said Donee, its heirs, successors and assigns forever.

THUS DONE AND PASSED at my office in St. Gabriel, Louisiana on the 18th day of December, 2007, and in the presence of the undersigned witnesses and me, Notary.

WITNESSES:

Price LeBlanc, SS# XXX-XX-63

Minery North

BRITCO, L. C.

BY: _/

V. Price LeBland

Robert D. Hornstein Attorney / Notary Bar Roll #7006 My Commission is for life

NOTARY PUBLIC

FIRST: A cortain augar plantation in the Parish of iberville, bouldians, on the left bank of the Mississippi fiver, about two miles above St. Cabriel Church, having twelve (12) aroents front on said River by eighty (80) arpents, more or less, in depth, and opening 10 degrees bounded on the upper side by lands lately belonging to D. Dupuy and below by Roth's Lane.

SECOND: A strip of land below and adjoining the rear of the lands above described, containing about one hundred and five (105) acres, the whole being known as the Avery Plantation.

THIRD: All the bulldings and improvements on the said above described property, the rights, ways; privileges and servitudes thereto or thereunto belonging.

FOURTH: A cortain plantation in the Parish of Iberville, on the left bank of the Mississippi River, known and designated as the Willow Gien Plantation, measuring seven (7) erponts front on the Mississippi River, with a width of about sixteen (16) amonts on the rear line, by a depth of eighty (80) arpents, more or less, bounded by lands eighty (80) arpents, more or less, bounded by lands belonging formerly to Wm. H. Avery, late to conger & Relly, below by lands belonging to bendry & beliand, and later to behan and ford, containing eight hundred (800) sores more or less, together with all the buildings and improvements thereon, and rights, ways, and privileges and appurtenances thereto attached or in any wise appertaining.

FIFTH: a cortain tract of land lying and altuated in the Parish of Iberville on the left bank of the Mississippi River and measuring one fourth of an arpent front on said River, by a depth of 71 arpents more or less or the whole depth of the first and second concession and commonly known as the "Noth Lane" and being bounded above by the land formerly belonging to William II. Avery, now L. P. Rhodes and below by the land formerly belonging to Amedee Levert and now L. P. Rhodes; on the front by the Mississippi River.

EXCEPTING THEREFROM, the following described property proviously sold by h. P. Rhodes to Feltus h. Rhodes, June 1, 1928 as per set of sale recorded in Conveyence Book Mb. 44, Entry 319, described as follows:

A certain tract of land lying and being altuated in the Parish of Iberville, La. on the left bank of the Parish of Iberville, La. on the left bank of the Parish of Elvery, about two (2) miles above St. Gabriel Church, and being all that part of Lot "A" on plan of auddivision of Avery Plantation, as shown on the sketch thereof, lying between the Mississippi River, and the Yazoo and Mississippi Valley Railroad and Section 4, the depth on the upper line being one hundred and fourteen (114) chains, bearing S. 21 degrees 55 minutes West; bounded in front by Mississippi River, above by lands formerly D. Dupuy, and in the rear by Section 4, Township 9 South, Range 9 East, and the rear by Section 4, Township 9 South, Range 9 East, and Piantation, together with all buildings and improvements thereon, being and all the rights, ways, privileges and servitudes thereunto apportaining. Said tract of land containing one hundred and slaty one (161) acres.

ALSO EXCEPTING THEREFROM the following described property sold to Gulf State Utilities Company in 1957:

A certain tract or parcel of land fronting on the left descending bank of the Mississippi River, situated in the Parish of Iberville, State of Louisiana, in Section Twenty Fartah of Iberville, State of Louisiana, in Section Twenty four (24), Twenty six (26), Nine (9) and One Rundred four (24), Twenty six (26), Nine (9) and One Rundred four (24), Twenty six (26), Nine (9) and One Rundred four (125) Township Nine (9) South, Runge One (1) East, containing Four Rundred (400) sores, having such shape and dimensions as hereinafter described and shown on a plat dated June 19,1957, prepared by Pyburn & Odom, Consulting Engineers, which said map is attached hereto and made a part hereof, being portions of Willow Glen Pharmation and Aveny Planty Planty Founded by Property belonging of I and herein conveyed being bounded by property belonging to George Pilant, shows by property belonging to vendors and George, Pilant, and fronting on the Mississippi River, and being more particularly described as follows:

Commending at a point which is common to Sections 26, 3 and 9, Township 9 South, Range 17 East, which point is designated by the letter "F" on the attached plat, thence run South 51 degrees and no minutes East a distance of four hundred eighty-two and 9/10 (402.9) feet to the point of beginning, which point is designated by the letter "A" on eald plat; thence run South 37 degrees and 57 minutes West, In Section 26, along the boundary line between property of George Pllant and Willow Glen Plantation for a distance of thousand seven hundred twenty-seven and 5/10 (7,727.5), feet to a point in the mean low water line of the Mississippi River and the south corner, which point is designated on said plat by the letter "II"; thence in a northwesterly direction along the mean low water line of the Mississippi River to the West corner, in Section 24, which point is designated on said plat by the letter "C", auld corner lying one thousand eight hundred (1,000) feet North 50 degrees and 11 minutes West of corner "D"; thence in Section 24 on a line parallel to the line common to Sections 24 and 26, North 31 degrees and 30 minutes East for a distance of seven thousand nine hundred nine and 6/10 for a distance of seven thousand nine hundred nine and 6/10 (7,909.6) feet to a point in Section 125, being the north corner of said tract and which point is designated on said plat by the letter "D"; thence South 50 degrees and 11 minutes East through Sections 125 and 9 for a distance of two thousand, two hundred five and 0/10 (2,205.0) feet to a point in the southeasterly line of Section 9 and a corner, which point is designated on said plate by the letter "E"; thence South 10 degrees and not no minutes West slong the line . thence South 39 degrees and no minutes West slong the line common to Sections 9 and 3, which is the boundary line between property of George Plient and Willow Gien Plantation, for a distance of one hundred nine and 9/10 (109.9) feet to the rear line of said Section 26 and a corner, wh letter "F"; which point is designated on said plat by the

Thence South 51 degrees and no minutes East along the said rear line of Section 26, which is the boundary line between the property of George Pliant and Willow Glen Plantstion, for a distance of four hundred eighty two and 9/10 (402.9) on said plat by the letter "A";

It is distinctly understood and agreed that this sale and conveyance includes all of the batture land lying between the low water edge of the Mississippi Niver and Willow Gian

Plantation, and Avory Plantation, lying between the property of Goorge Pilant on the lower aide and the remaining portion of the property of vendors on the upper side.

ALSO EXCEPTING THEREFROM the following described property BOLD to Gulf States Utilities Company by act of sale dated 23, 1971 and recorded Con 191, follo 222 of the records of Therville Parish:

A certain tract or parcel of land fronting on the left deacending bunk of the Missulation it the the the deacending bunk of the Missulation it the Parish of therville, State of Louisiana, in Section Parish of therville, State of Louisians, in Section 24, Township 9 South, Range 1 East, Southeastern Land District of Louisians, containing 171.00 acres, more or less, and being a portion of Avery Plantation, which said parcel is bounded on the East by lands of Gulf States Utilities Company, on the South by the Missiasippi River, on the West has lands of Utilities. Company, on the South by the Mississiple diver, on the west by lends of Vivien II. Melancon, and on the Worth by other lands of Sellers coterminous with the south parallel of the right of way of the lilinois Central Reliross, together with all buildings and improvements thereon, and all the mississipping and the provements of the services. nnowing unnertaining.

patture, affinator, and advantages therefute percultaings, and arr marriages, bresorthtrons, servitudes, arrunges, and arr marriages, arrunges, and arr marriages, arrunges, and arrunges, arrung

Said tract of land being more particularly and more properly described according to that map of survey of John Kollen, Jr., CLv11 Engineer and Registered land W. KOLLON, Jr., CLVLL ENGINGER and Regletered Lend surveyor, dated February 26, 1971, revised May 6, 1971 and May 31, 1971, entitled "Map showing survey of a 171.00+ noro tract for Vordie Heece Perkins" and designated thereon na "Plance & Keller et al Tract, "which nate map la horato attached, as follows:

Commence at concrete monument Lavoe Statton 1374+07.20 of U. S. Corps of engineers, and thence South 500 16' 50" East of the corps of engineers, and thence touch one to be contained of 163.04 feet to the point of beginning of tract herein described; thence North 230 17' 00" East a distance of 6,179.54 feet and corner; thence along the couplest of the corps of the corps of the corner. Conthern parallol of the right of way of the Illinois Central Railroad South 220 13' 30". East a distance of distance of the corner; there south 310 30' 00" West a distance of 5,545.93 feet and corner; and thence along the mean low water line of the Mississippi River Worth 460 30' 00" West a distance of 90.30 feet; thence worth 600 30' Oo" West a distance of 90.30 feet; thence Worth 440 00" West a distance of 97.50 feet; thence Worth 440 00" West a distance of 97.50 feet; thence Worth 440 00" West a wear a distance of 07.50 rear; thence Worth 440 UU: West a distance of 129.20 feet; thence Worth 570 55! 00" West a distance of 264.20 feet; thence Worth 460 22! 00" West a distance of 210 feet and corner; thence Worth 230 17! 00" East a distance of 635.49 feet to the point of beginning. FURTHER SUBJECT TO:

- FURTHER SUBJECT TO:

 1. A right of way to Texaco, inc., 50' in width, for a pipeline across sec. 24 of T. 9 s., R. I E., which right of way was dated June 16, 1962 and recorded in COD 159, follows.
- An agricultural lease in favor of Ross Campesi, dated April 30, 1963 for a term of 5 years to terminate September
- A sole to Louisiana Dept. of Highways of a 6.652 sore tract for the construction of the St. Gabriel-Carders lighway, Noute 30, across Scotton 24 of T. 9 8., R 1 E., which sale was dated August 15, 1963 and recorded COD 163,

- 4. A right-of-way for pipeline purposes in favor of Sugar Bowl Gas Corp., to be located within the right-of-way of the lilinois Central Railway, across Section 24 of T. 9 s., R. 1 E., dated April 15, 1964 and recorded COD 164, follo
- 5. A right-of-way in favor of Gulf State Utilities Co. for an electric transmission line across sec. 9, 7. 9 s., N. 1 E., dated March 23, 1965 and recorded COD 167, follo
- 6. A right-of-way in favor of Gulf States Utilities Co. for an electric transminsion line across Willow Glan Plantation dated March 23, 1965 and recorded CON 167, follo
- 7. A right-of-way 20' wide for a pipeline, in favor of Numble Pipeline Co., across Sections 16 & 10 of T. O S., N. 1 E., and Secs. 9, 24 & 25 of T. 9 S., R. 1 E., dated April 22, 1970 and recorded COD 100, folio 430.
- U. A right-of-way 30 feet wide across Section 24, 26 and 125 of T. 9 s., H. 1 E., for a pipeline in favor of Air Products and Chemicals, Inc., dated March 7, 1903 and recorded COD 343, folio 191.

The property transferred is further described as:

Those two certain lots, tracts or parcels of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Iberville, State of Louisiana, designated as TRACT A containing 412.02 acres and TRACT B containing 6.562 acres on that map made by Evans-Graves Engineers, Inc., dated April 16, 1997, entitled "MAP SHOWING SURVEY OF 412.02 ACRE TRACT LOCATED IN SECTIONS 16 & 18, T8S-R1E AND SECTIONS 9, 24 & 125, T9S-R1E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, PARISH OF IBERVILLE, LOUISIANA AND 6.562 ACRE TRACT LOCATED IN SECTION 24 T9S-R1E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, PARISH OF IBERVILLE, LOUISIANA BEING A PORTION OF AVERY PLANTATION AND WILLOW GLENN PLANTATION FOR PRICE LEBLANC", said Tract A and Tract B having those measurements, dimensions and boundaries as shown on the above described map, a copy of which is attached hereto and made a part hereof.

LESS AND EXCEPT:

Those sales of Tract X, Tract Y, Tract Z, Tract A-1 (3.50 ac.), Tract A-2 (16.317 ac.), Tract A-3 (4.000 ac.), and Tract A-4 (6.000 ac.), all of which are of record.

A certain tract of land containing 40.47 acres together with all buildings and improvements thereon and thereto belonging and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension being a portion of the N ½ of the SE ¼ of §35, T9S, R3E, Southeastern District of Louisiana containing 81.08 acres as shown on the map entitled "Map Showing Survey of a 81.08 Acre Tract for P. W. Giblin" dated December 7, 1967 which map was prepared by John W. Kellen, Jr., Civil Engineer. The 40.47 acre tract herein conveyed is more particularly described as commencing at the point of intersection of the West side of La. Hwy. 431 with the South boundary of the 49.01 acre tract shown on the sketch annexed hereto and made a part hereof, and measures in a general North-Northeasterly direction along the West side of La. Hwy. 431 to the point of intersection of the West side of La. Hwy. 431 with the South boundary of Tract A shown on the plan of survey by W. J. Cointment, Jr., Registered Land Surveyor for P. W. Giblin, et al, dated 5-28-87 recorded in COB 425, folio 834 of Ascension Parish, then South 89° 38' 55" West along the South boundary of Tract A a distance of 200 feet to the Southwest corner of said Tract A, then North 00° 21' 05" West along the West boundary of said Tract A a distance of 150 feet to the Northwest corner of said Tract A, then continuing in a generally northerly direction along a straight line from the Northwest corner of said Tract A to the Southwest corner of Tract D shown on the plan of survey by W. J. Cointment, Jr., Registered Land Surveyor for P. W. Giblin et al dated June 15, 1987 recorded in COB 425, folio 836 of Ascension Parish, then North 02° 51' 30" East along the West boundary of Tract D a distance of 83.93 feet to the Southeast corner of the tract of land and designated as "A. J. Richardson 2.97 acres" on the sketch annexed hereto, then S 89° 50' 20" West along the South boundary of the A. J. Richardson tract a distance of 630 feet to the Southwest corner of said Richardson tract, then N 12° 19' 50" East along the West boundary of the Richardson tract a distance of 210 feet, the S 89° 50' 20" West a distance of 824.60 feet to the Northwest corner of the 49.01 acre tract shown on the sketch annexed hereto, then S 0° 42' 50" West along the West boundary of said 49.01 acre tract a distance of 1,330.68 feet to the Southwest corner of said 49.01 acre tract, then N 89° 39' 55" East along the South boundary of said 49.01 acre tract a distance of 1,291.36 feet to the West boundary of La. Hwy. 431 at the point of beginning, containing 40.47 acres, and being the entirety of the 49.01 acre tract shown on the sketch annexed hereto less (1) Tract A shown on the Cointment survey of 5-28-87 referred to above, (2) Tracts D, E and F shown on the Cointment survey of June 15, 1987 referred to above, and (3) a small tract of land lying North of Tract A and South of Tracts D, E and F. The property herein conveyed is outlined in blue on the sketch annexed and made a part hereon.

Together with all rights, title, interest, claim or demand which vendors may have in and to that certain strip of land extending from the East boundary of said 49.01 acre tract to the center line of La. Hwy. 431.

It is agreed and so stipulated by the parties hereto that in the event of any discrepancies between the written description, set forth above and the sketch annexed hereto, the sketch will control without the necessity for an act of correction.

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il

DISTRICT # 10 BRITCO, L.C. DITCH

DRAINAGE **RIGHT-OF-WAY GRANT**

lccasc

STATE OF LOUISIANA **PARISH OF ASCENSION**

KNOW ALL MEN BY THESE PRESENT:

INSTRUMENT # 00742874 FILED AND PECORDED ASCENSION CLERK OF COURT 2010 MAR 02 COB MOB 01:32:29 PM **J**11038 JEHTO.

That Britco, L.C. (herein also called Grantor) does by these presents grant must the Parish through its Council, (herein also called Parish or Grantee) the necessary right-of-way for the

maintenance and improvements of drainage facilities through and across its property in:

CERT IFIED TRUE COPY BY

In Section 35, Township 9 South, Range 3 East, Southeast District of Louisiana, East of the Mississippi River in Ascension Parish, and further described on the survey of W. J. Countment, Jr. dated August 20, 1980 as Tracts H and G on the west side of Airline Highers his north of its intersection with Louisiana Highway 431

This drainage right-of-way shall have a width of 55 feet, begin at the existing drainage culvert under Airline Highway, and proceed South 41 degrees 53 minutes 38 seconds West, perpendicular direction to Airline Highway, a distance of approximately 550 feet to the Kansas City Southern Railroad right-of-way

The ditch will have a 2 to 1 slope within the right-of-way, and the Parish agrees to install a 48" x 60' large Palomar Clad C M.P. under the railroad, contingent on approval and agreement with Kansas City Railroad Co

Grantor shall have the right to pave and park vehicles on both 15' side access ways of the 55' right-of-way, which right shall not impede Parish access for maintenance of drainage ditch

Grantor shall have the right, at Grantor's expense, to relocate subject ditch and or culvert, providing capacity of subject ditch is maintained, subject to Parish approval which approval shall not be unreasonably withheld

Grantee agrees to restore, the property of and surrounding described right-of-way to its original condition to the maximum extent that is practical.

Grantee, its successors and assigns, agree to indemnify, hold harmless, and defend Grantor, their successors and assigns, and Grantor's agents, employees, and anyone for whom Grantor might be held legally responsible or liable, from and against all suits, claims demands, and causes of action that may at anytime be brought or made by any person, firm, corporation, or other entity for death of or injuries to any person and for damages to any property, including but not by way of limitation, employees and property of Grantor and Grantee, arising out of or incidental to or in anyway connected with Grantee's activities, operations, equipment and facilities; provided further that the above mentioned indemnity is to include all of Grantor's costs, expenses, expert fees and reasonable attorney's fees for the attorney selected by Grantor, if it should be necessary for Grantor to select an attorney.

The consideration for this grant is the expectation of benefits to said property as a result of the drainage improvements program, and other considerations as listed above.

In witness whereof this instrument is executed on this day of February, 2010.

WITNESSES

BRITCO, L.C. (GRANTOR)

eBlanc Bondy, Member duly Authorized

Brent P. LeBland, Member duly Authorized

Blane

ACCEPTED BY ASCENSION PARISH COUNCIL

PROOF OF WITNESS

STATE OF LOUISIANA **PARISH OF ASCENSION**

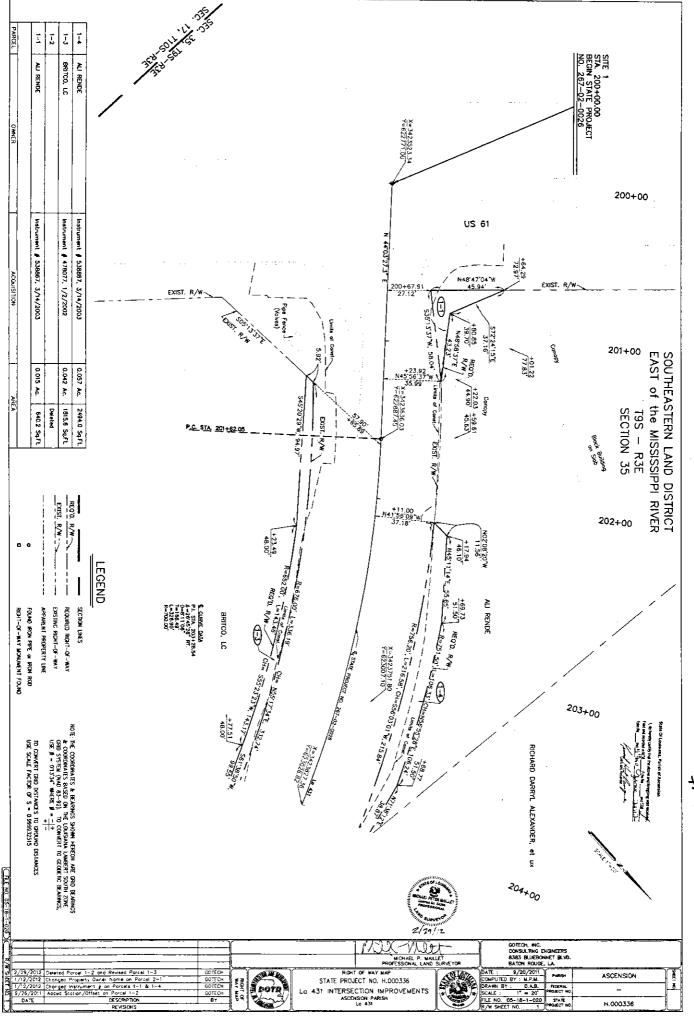
BEFORE ME, the undersigned authority, this day personally appeared _ me personally known to be the identical person whose name is subscribed on the foregoing instrument as an attesting witness, who being duly sworn on her oath says that she subscribed her name to the foregoing instrument as a witness, and that she knows Nancy A LeBlanc Bondy and Brent P. LeBlanc, who acted for Britco, L.C., the Grantor, in said instrument, to be the identical persons whose voluntary act and deed it was that she witnessed, and that said Nancy A. LeBlanc Bondy and Brent P LeBlanc subscribed their names to said instrument before her and at the same time.

SWORN TO AND SUBSCRIBED before

daylof February, 201

NOTARY PUBLIC

ENDOFDOCUMENTAPCC IN AND FOR THE PARISH OF ASCENSIO



#799298

STATE OF LOUISIANA PARISH OF JEFFERSON INSTRUMENT # 00935919
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MATTER

MEMORANDUM OF OIL, GAS AND MINERAL LEASE TY CLIERK & RECUVER

Notice is hereby given that BRITCO, L.L.C., a Limited Liability Company created under the EY Laws of the State of Louisiana, domiciled at Baton Rouge, Louisiana, but for these purposes designating a mailing address of C/o 8811 Veterans Blvd., Metairie, Louisiana 70003 and represented herein by its duly authorized undersigned members, (hereinafter referred to as "Lessor") has granted an Oil, Gas and Mineral Lease (the "Lease") to SonCo Holdings, L.L.C., a California Limited Liability Company, whose mailing address is 221 E. Walnut Street #155, Pasadena, CA 91101 (hereinafter referred to as "Lessee") dated effective as of September 20, 2013, relating to and affecting the following described properties situated in Ascension Parish, Louisiana, to wit:

SECTIONS 34 & 35, TOWNSHIP 9 SOUTH, RANGE 3 EAST

TRACT ONE (1):

That certain tract or parcel of land said to consist of 110.80 acres, more or less, lying and being situated in the Southeast Quarter (SE/4) of Section 34, and in the Southwest Quarter (SW/4) of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lands are particularly described and referred to as being (partially) comprised of that part or portion of the West Half of the Southeast Quarter (W/2 of the SE/4) of the (above) said Section 34, Township 9 South, Range 3 East, designated "Parcel A" on and depicted at a Map by W.J. Cointment, Jr., dated May 1, 1984, entitled "SURVEY MAP OF PARCELS A, B, & C, SITUATED IN Section 34, T9S, R3E, S.E.D., EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA, FOR V. Price LEBLANC"; and also, in part comprised of Tracts "B", "C", "D", "E", "F", "G", "H" and "I", at a Map by W.J. Cointment, Jr., Registered Land Surveyor, dated August 20, 1980, entitled "I HAVE AT THE REQUEST OF MR. PRICE LEBLANC, SURVEYED TRACTS "A-1", "B", "C", "D", "E", "F", "G", "H", AND "I" AS SHOWN ON PLAN, SAID TRACT BEING SITUATED IN SECTION 34 AND 35, T9S, R3E, S.E.D. EAST OF THE MISS. RIVER, ASCENSION PARISH, LOUISIANA" a copy of which said (August 20, 1980) Map (or Plat of Survey) appears of public record at Ascension Parish, Louisiana, under Entry No. 179615.

TRACT TWO (2):

That certain lot or parcel of land said to comprise 0.42 acre, more or less, lying and being situated in the Southeast Quarter (SE/4) of Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lot or parcel is the balance or remainder (unto Lessor) of "Lot A-1" as depicted at that certain Plat of Survey by W.J. Cointment, Jr., Registered Land Surveyor, dated February 16, 1987, and entitled "SURVEY MAP OF TRACT 0-1-B, SITUATED IN THE SE 1/4 OF SECTION 34, T9S, R3E, SED, EAST OF THE MISS. RIVER, ASCENSION PARISH, LA, SURVEY MADE AT THE REQUEST AND BY INSTRUCTIONS OF V. PRICE LEBLANC" a copy of which is of record at Ascension Parish, Louisiana.

TRACT THREE (3):

Those certain (contiguous) lots or parcels of land said to comprise 11.20 acres, more or less, (in part) lying and being situated in the Southeasterly part or portion of the Southwest Quarter (SE/ly of the SW/4) of Section 35, and also (in part) in the extreme Southwesterly part or portion of the Southeast Quarter (SW/Iy of the SE/4) of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lots or parcels of land were acquired by the Lessor hereto at a certain "Act of Transfer", dated December 28, 2000, and recorded at the Office of the Clerk of Court in and for Ascension Parish, Louisiana, under Entry No. 478077; This said "Tract Three (3)" is also described and referred to (for these purposes) as the same land bounded, now or formerly, as follows to-wit: To the North (N) by land of Time Saver Stores, Inc., land of Community Land Development Co., Inc., a Subdivision, land of Lena A. Bell, land of Billy Riley, Jr., land of Euguene Joseph, and/or perhaps, a public road; to the East (E) by land of Eugene Joseph and/or land of M.B. Heating & Air Conditioning, Inc.; to the South (S) by lands of Henry E. Fallon, III, land of Frank E. Dukes, Sr., land of Ferinand P. Curtis, perhaps land of Nellie B. Scott, land of John Payton, land of Coleman McQuern, and/or land of Harold S. Wilson; and to the West (W) by a part or portion of Tract One (1) hereof, land of Time Saver Stores, Inc., land of Community Land Development Co., Inc, and/or perhaps a public road(s).

<u>LESS AND EXCEPT</u> the lots sold by Lessor from the above described tracts and for which Lessor no longer owns the minerals and mineral rights.

It is a specific intent of the Lessor and the Lessee, to cover and include under the terms and provisions hereof, any and all land and/or interest of the Lessor in land, reversionary or otherwise,

WITNESSES:

whether correctly set forth herein or not, falling in the Southeast Quarter, (SE/4), of Section 34, and/or the Southwest Quarter, (SW/4), of Section 35, and a certain 2.74 acre tract or parcel of land situated in the extreme Southwesterly part or portion of the Southeast Quarter (SW/ly of the SE/4) of Section 35, all in Township 9 South, Range 3 East, Ascension Parish, Louisiana, including but not limited to any and all interest in and to any private or public road(s), drainage or other waterways or water bodies, railroad(s), or any servitude, easement, or right(s)-of-way, either traversing across, along, or adjacent thereto.

And containing 106.03 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.

The said Oil, Gas and Mineral Lease is for a primary term of One (1) year(s) and Six (6) months from the effective date thereof (hereinafter "primary term") for as long thereafter as oil, gas and minerals are produced from said land described above or from land pooled therewith, or as long as said Oil, Gas and Mineral Lease is maintained in force in other manners provided for in said Oil, Gas and Mineral Lease.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of the 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 the Lease shall extend to and be binding upon the successors and assigns of Lessor and Lessee.

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 agreement and the failure of any party named herein as Lessor to sign this agreement shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof. For convenience in recording, Lessor hereby authorizes Lessee to detach the signature pages and the acknowledgment pages from any counterpart of this Memorandum of Oil, Gas and Mineral Lease, attach them to a single counterpart and record them together as a single instrument.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses on the days and dates hereinafter set forth in the Acknowledgments attached hereto.

LESSOR:

\bigcap	BRITCO, L.C.
Glugana Legman	By: VPmZ/2
Georgianna Stegman	V. Price LeBlanc, Jr., Member
	By: Off DL
Karlen P. Canfill	Cliff D. LeBlanc, Member
Van Moon 45	LESSEE: SONCO HOLDINGS, L.L.C.
Printed Name:	By: Printed Name:
	Title: Manyer Member
Printed Name:	7 0

STATE OF LOUISIANA PARISH OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this day personally appeared Georgianna Stegman who, being by me duly sworn, stated under oath that <u>she</u> was one of the subscribing witnesses to the foregoing instrument and that the same was signed by <u>V. Price LeBlanc, Jr., and Clifton D. LeBlanc</u> as members of <u>BRITCO, L.C.</u>, (Lessor, as above mentioned) in <u>her</u> and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me this 2004 day of September, Print Name: SYCING Bar Roll / License No.: STATE OF PARISH (OR COUNTY) OF _____, 2013, before me appeared _ On this ____ day of _ personally known, who, being by me duly sworn, did say that he is a Member of SONCO HOLDINGS, L.L.C. and that the foregoing Memorandum of Oil, Gas and Mineral Lease was signed on behalf of said limited liability company, as Lessee, by authority of its Members and the said _ acknowledged said instrument to be the free act and deed of said limited liability company. SEE ATTACHED CERTIFICATE Notary Public Print Name: Number or Bar Roll No.: My Commission Expires:

	ALCO COLOR C
STATE OF CALIFORNIA	1
County of Los Angeles	}}
On SEPTEMBER 13, 1013 before me.	lan Brink, Notary Public Here Insert Name and Title of the Officer
Date	Here Insert Name and Title of the Officer
personally appeared	VAN MOUNTS Name(s) of Signer(s)
	-1-733-5-(-1-4
IAN BRINK COMM. #2028195 Notary Public - California Signature LOS ANGELES COUNTY My Comm. Exp. Jun. 9, 2017	who proved to me on the basis of satisfactory evidence be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/thexecuted the same in his/her/their authorized capacity(ie) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph is the state of the correct. Witness my hand and official seat.
Place Notary Seal Above	Signature Motary Public OPTIONAL
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OIL, GAS AND MINERAL LEASE COB

THIS AGREEMENT, entered into effective as of September 20, 2013,

by and between BRITCO, L.L.C., a Limited Liability Company created under the Laws of the State of Louisiana ER domiciled at Baton Rouge, Louisiana, but for these purposes designating a mailing address of C/o 8811 Veterans Blvd.,

Metairie, Louisiana 70003 and represented herein by its duly authorized undersigned members. IF IED TRUE COPY BY herein called "Lessor" (whether one or more) and SonCo Holdings, L.L.C., a California Limited Liability Company, whose mailing address is 221 E. Walnut Street #155, Pasadena, CA 91101; hereinafter called "Lessee", witnesseth, that:

DEPUTY CLEFX

SLIPFETG02

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuabel Consideration (\$100 & O.V.C.), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Ascension Parish, Louisiana, and described as follows, to-wit:

SEE "LAND DESCRIPTION" AT "EXHIBIT A",
"DRILL SITE TRACT DESCRIPTION" AT "EXHIBIT A-1",
"ACCESS ROUTE" DESCRIPTION AT "EXHIBIT A-2" &
SEE "ADDITIONAL TERMS AND PROVISIONS" AT "EXHIBIT B"

(ALL OF THE ABOVE REFERENCED "EXHIBITS" BEING ATTACHED HERETO AND MADE A PART HEREOF)

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired

by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether

properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns. For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 106.03 acres, whether it actually comprises more or less. _years and _ This lease shall be for a term of __ One (1) Six (6) the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements: 1. This lease shall terminate on ___ March 15, 2015 before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of _) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such _ Dollars (\$____ _) per acre for all or that part of the respective periods land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's _ Bank of which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion

thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

- 3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or prorution allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 8 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.
- 4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety 90 days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.
- 5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for thirty (30) consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).
- 6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after

the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five-two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof, the royalties to be paid by Lessee are: (a) on oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-eighth (1/8) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations, or injected into subsurface strata as hereinaster provided; (d) One Dollar (\$1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production tax imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due or computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or on a pooled unit containing all or a part of the land.

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is

due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days

without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. 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 lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a

counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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

WITNESSES:	LESSOR:
· 4	BRITCO, L.C.
Georgianna stegman	By: V. Price LeBlanc, Jr., Member
Karlen P. Canfill	By: Clifton D. LeBlanc, Member
Van mounts	LESSEE: SONCO HOLDINGS, L.L.C.
Printed Name:	Printed Name: Non Montes Title: Man 12, Mentes
Printed Name:	

STATE OF LOUISIANA PARISH OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this day personally appeared Georgianna Stegman who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. Price LeBlanc, Jr., and Clifton D. LeBlanc as members of BRITCO, L.C., (Lessor, as above mentioned) in her and in the presence of the other subscribing witness(es). anna Sterman, Subscribing Witness SWORN TO AND SUBSCRIBED before me this 20 91126 Bar Roll / License No.: STATE OF PARISH (OR COUNTY) OF ___, 2013, before me appeared day of personally known, who, being by me duly sworn, did say that he is a Member of SONCO HOLDINGS, L.L.C. and that the foregoing Memorandum of Oil, Gas and Mineral Lease was signed on behalf of said limited liability company, as Lessee, by authority of its Members and the said acknowledged said instrument to be the free act and deed of said limited liability company. SEE ATTACHED CERTIFI Notary Public Print Name: Number or Bar Roll No.: My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT STATE OF CALIFORNIA County of Los Angeles On SEPTEMBER 13, 1013 before me. lan Brink, Notary Public NAN MOUNTS personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. IAN BRINK COMM. #2028195 BNotary Public - California LOS ANGELES COUNTY 4 I certify under PENALTY OF PERJURY under the laws of My Comm. Exp. Jun. 9, 2017 the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. h Signature Place Notary Seal Above OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date:_ _____ Number of Pages:__ Signer(s) Other Than Named Above:_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s):_ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact RIGHT THUMEN ☐ Attorney in Fact ☐ Trustee ☐ Trustee Top of thumb here ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Other:_ ☐ Other:_ Signer Is Representing: Signer Is Representing:

"EXHIBIT A"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPTEMBER 20, 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

* * * * * * * *

LAND DESCRIPTION:

SECTIONS 34 & 35, TOWNSHIP 9 SOUTH, RANGE 3 EAST

TRACT ONE (1):

That certain tract or parcel of land said to consist of 110.80 acres, more or less, lying and being situated in the Southeast Quarter of Section 34, and in the Southwest Quarter of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lands are particularly described and referred to as being (partially) comprised of that part or portion of the West Half of the Southeast Quarter of the (above) said Section 34, Township 9 South, Range 3 East, designated "Parcel A" on and depicted at a Map by W.J. Cointment, Jr., dated May 1, 1984, entitled "SURVEY MAP OF PARCELS A, B, & C, SITUATED IN Section 34, T9S, R3E, S.E.D., EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA, FOR V. Price LEBLANC"; and also, in part comprised of Tracts "B", "C", "D", "E", "F", "G", "H" and "I", at a Map by W.J. Cointment, Jr., Registered Land Surveyor, dated August 20, 1980, entitled "I HAVE AT THE REQUEST OF MR. PRICE LEBLANC, SURVEYED TRACTS "A-1", "B", "C", "D", "E", "F", "G", "H", AND "I" AS SHOWN ON PLAN, SAID TRACT BEING SITUATED IN SECTION 34 AND 35, T9S, R3E, S.E.D. EAST OF THE MISS. RIVER, ASCENSION PARISH, LOUISIANA" a copy of which said (August 20, 1980) Map (or Plat of Survey) appears of public record at Ascension Parish, Louisiana, under Entry No. 179615.

TRACT TWO (2):

That certain lot or parcel of land said to comprise 0.42 acre, more or less, lying and being situated in the Southeast Quarter (SE/4) of Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lot or parcel is the balance or remainder (unto Lessor) of "Lot A-1" as depicted at that certain Plat of Survey by W.J. Cointment, Jr., Registered Land Surveyor, dated February 16, 1987, and entitled "SURVEY MAP OF TRACT 0-1-B, SITUATED IN THE SE 1/4 OF SECTION 34, T9S, R3E, SED, EAST OF THE MISS. RIVER, ASCENSION PARISH, LA, SURVEY MADE AT THE REQUEST AND BY INSTRUCTIONS OF V. PRICE LEBLANC" a copy of which is of record at Ascension Parish, Louisiana.

TRACT THREE (3):

Those certain (contiguous) lots or parcels of land said to comprise 11.20 acres, more or less, (in part) lying and being situated in the Southeasterly part or portion of the Southwest Quarter of Section 35, and also (in part) in the extreme Southwesterly part or portion of the Southeast Quarter of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lots or parcels of land were acquired by the Lessor hereto at a certain "Act of Transfer", dated December 28, 2000, and recorded at the Office of the Clerk of Court in and for Ascension Parish, Louisiana, under Entry No. 478077; This said "Tract Three (3)" is also described and referred to (for these purposes) as the same land bounded, now or formerly, as follows to-wit: To the North (N) by land of Time Saver Stores, Inc., land of Community Land Development Co., Inc., a Subdivision, land of Lena A. Bell, land of Billy Riley, Jr., land of Euguene Joseph, and/or perhaps, a public road; to the East (E) by land of Eugene Joseph and/or land of M.B. Heating & Air Conditioning, Inc.; to the South (S) by lands of Henry E. Fallon, III, land of Frank E. Dukes, Sr., land of Ferinand P. Curtis, perhaps land of Nellie B. Scott, land of John Payton, land of Coleman McQuern, and/or land of Harold S. Wilson; and to the West (W) by a part or portion of Tract One (1) hereof, land of Time Saver Stores, Inc., land of Community Land Development Co., Inc, and/or perhaps a public road(s).

<u>LESS AND EXCEPT</u> the lots sold by Lessor from the above described tracts and for which Lessor no longer owns the minerals and mineral rights.

It is a specific intent of the Lessor and the Lessee, to cover and include under the terms and provisions hereof, any and all land and/or interest of the Lessor in land, reversionary or otherwise, whether correctly set forth herein or not, falling in the Southeast Quarter of Section 34, and/or the Southwest Quarter of Section 35, and a certain 2.73 acre tract or parcel of land situated in the extreme Southwesterly part or portion of the Southeast Quarter of Section 35, all in Township 9 South, Range 3 East, Ascension Parish, Louisiana, including but not limited to any and all interest in and to any private or public road(s), drainage or other waterways or water bodies, railroad(s), or any servitude, easement, or right(s)-of-way, either traversing across, along, or adjacent thereto.

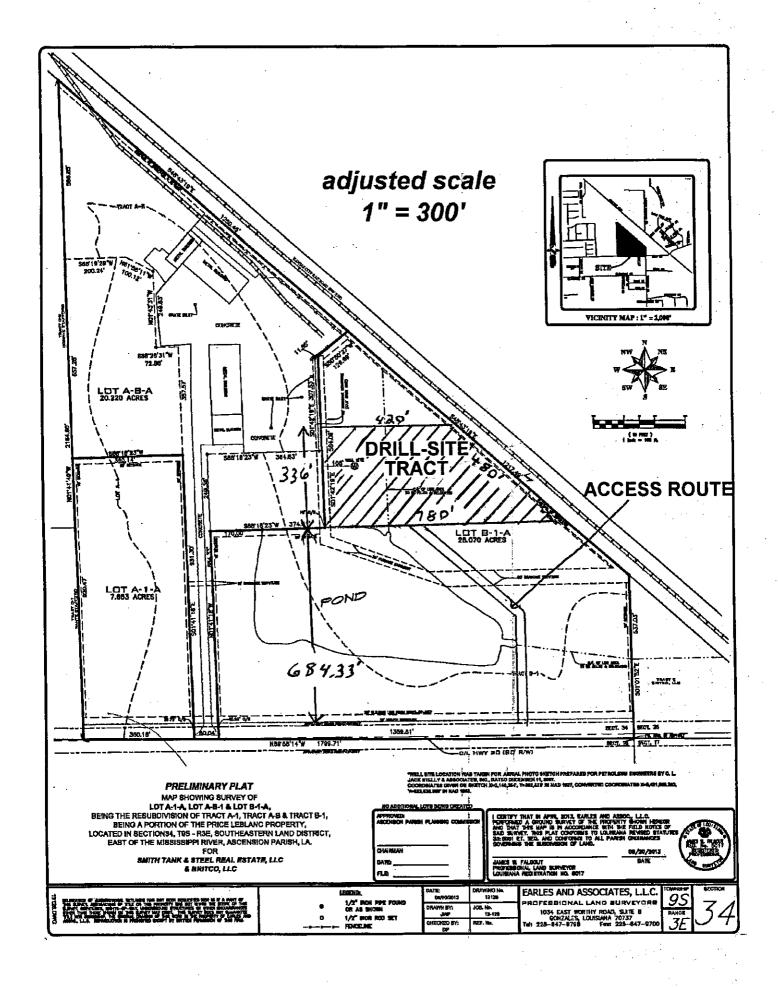
After deducting said lots, the property herein leased contains 107.97 acres, more or less.

"EXHIBIT A-1"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPT. 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

"DRILL-SITE TRACT"

A certain trapezoidal shaped parcel of land consisting of approximately 4.62 acres situated in the southeast quarter of Section 34, Township 9 South, Range 3 East, Ascension Parish, Louisiana, the southerly boundary line of which is approximately 780 feet in length, and is a line parallel to, and 684.33 feet north of, the La. Highway 30 right-of-way line, the northerly boundary line of which is approximately 420 feet in length and is parallel to, and 1,020 feet north of the La. Highway 30 right-of-way line. Said tract is entirely in Lot B-1-A, bound on the west by Lot A-B-A and on the east by the railroad right-of-way, as indicated by the cross hatched area on the below mark-up of the map of Lot A-1-A, Lot A-B-1, and Lot B-1-A by James Falgout.

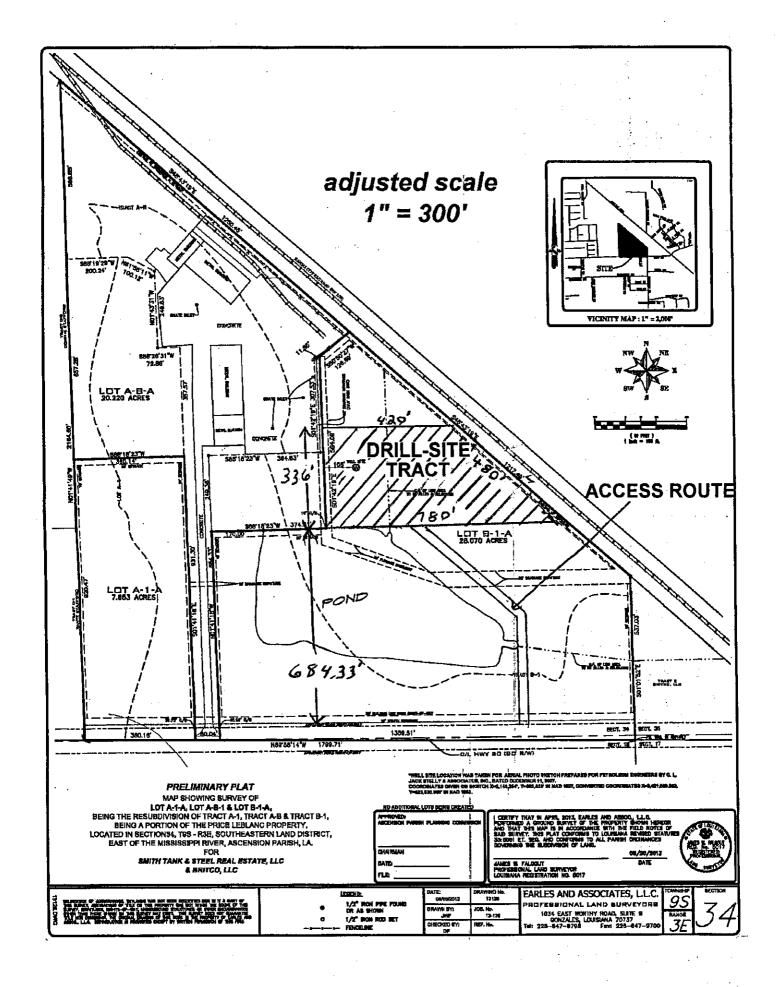


"EXHIBIT A-2"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPT _____ 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

"ACCESS ROUTE"

A thirty foot (30') wide strip of land (the "Access Route") in the southeast quarter of Section 34, Township 9 South, Range 3 East, Ascension Parish, Louisiana, running in a northerly direction from the north right-of-way limits of Louisiana Hwy 30 to a point near the eastern limits of the pond on Lessor's property and then running in a northwesterly direction along the north bank of the said pond to a point just west of the center of the southern boundary of the Drill Site Tract described in Exhibit A-1 hereto. The Access Route is in Lot B-1-A and its location is shown on the below mark-up of the map of Lot A-1-A, Lot A-B-1, and Lot B-1-A by James Falgout.



"EXHIBIT B"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPTEMBER 20, 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE), COVERING AND AFFECTING 121.53 ACRES, MORE OR LESS, IN ASCENSION PARISH, LOUISIANA

* * * * * * * * * *

The following provisions are made a part of the above referenced Oil, Gas and Mineral Lease (the "Lease") effective as set forth above, and, in the event of conflict, the following provisions shall control over any of the printed provisions appearing in the Lease:

- a) Wherever used in the Lease, "operation(s)", "reworking operations", "operations for the drilling of a well", or "drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith re-entry and deepening, sidetracking, or the plugging back or attempted repair or recompletion in the same or different interval of an existing well (all such operations being commenced by actual downhole operations). Once commenced, any such operations shall be deemed to continue so long as they are continuously conducted in good faith. Actual drilling operations shall be deemed to terminate on the last day actual continuous operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking or repair operations shall be deemed to terminate on the last day such operations are conducted continuously in good faith for the purpose of establishing, increasing, or restoring production. In no event shall activities such as geological or geophysical exploration, surveying, the clearing of a site, the hauling of materials, the erection of structures necessary to conduct operations or similar preparatory work continue the Lease in force.
- b) In the event a part or portions of the land herein leased is pooled or unitized with the same or other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained as to any lands covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land, and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production, or any other means, Lessee shall have the right to maintain this lease as to such land by rental payments, provided that this lease may not be so maintained in force as to such acreage by rental payments more than two (2) years beyond the end of the primary term. The respective rentals shall be paid on or before March 20, 2015, and March 20, 2016, at a rate per acre determined as follows:
 - (1) If Lessor's acreage comprises more that 50% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Two Hundred Fifty Dollars (\$250.00) per acre; or
 - (2) If Lessor's acreage comprises more than 30% but less than 50% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Five Hundred Dollars (\$500.00) per acre; or
 - (3) If Lessor's acreage comprises more than 15% but less than 30% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be One Thousand Five Hundred (\$1,500.00) per acre; or
 - (4) If Lessor's acreage comprises less than 15% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Three Thousand Dollars (\$3,000.00) per acre.

Lessee may not proportionately reduce rentals which become payable under the terms of this lease by the partial release of acreage. The above provided rental payments shall not relieve Lessee of its obligations to protect the outside acreage from drainage or to reasonably develop the minerals therein and thereunder.

- c) Notwithstanding anything herein contained to the contrary, it is understood and agreed that shut-in gas rentals as provided in paragraph 6 for a unit well shall only maintain this lease in effect as to the acreage in the unit. Shut-in rentals shall be calculated and paid at the rate of \$250.00 per acre.
- d) Anything herein contained to the contrary notwithstanding, it is understood and agreed that this lease is granted without any warranty of title whatsoever, express or implied, and Lessors shall not be

obligated for the return of any bonuses, rentals, royalties or other monies or consideration that might have been paid hereunder.

- Notwithstanding any language to the contrary herein, and subject only to the expressed exception that the Lessee is granted the right to construct, equip, utilize, maintain, repair, and/or replace, over, under, along and through the hereinafter mentioned "Access-Route" ("Exhibit A-2") any "flow" line(s) or "delivery" (pipe) line(s) necessary for the transportation and sale of liquid and/or gaseous hydrocarbons produced from any well(s) located on the leased premises, the Lessee (without the additional written notice of the Lessor), is strictly prohibited from conducting any operations on, or in any way whatsoever using, any part or portions of the surface of the lands affected by this lease, other than the tract described and identified on "Exhibit A-1" of this lease, which is there and possibly hereinafter (for brevity) described and referred to as the "Drill Site Tract"; In addition, the Lessee's right of ingress and egress to the "Drill Site Tract" shall be limited (without the additional written notice of the Lessor), to that certain part or those portions of the hereby leased lands described and identified on "Exhibit A-2" of this lease and which lands are there and possibly hereinafter (for brevity) described and referred to as the "Access Route". The rights of the Lessee to utilize the Drill Site for operations and production and to utilize the Access Route for ingress and egress to and from the Drill Site and to construct "flow" or "delivery" (pipe) lines (within the Access Route), are subject to the terms and conditions hereinafter set forth.
 - (1) Lessee is prohibited from granting permission to "third parties" to use roads or canals covered by this lease, except in connection with operations on the leased premises—or lands pooled therewith.
 - (2) All storage tanks and other facilities necessary to produce and process oil or gas produced from the premises or other lands pooled or unitized therewith, must be located as close as practicable to any producing well, unless otherwise consented to in writing by Lessor. Pipelines may be installed on the "Drill Site" and/or the "Access Route" only to connect any producing well or wells located on the leased premises to marketing facilities serving that well or wells. The right to erect or construct other pipelines must be negotiated by the parties.
 - (3) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably practicable within one hundred eighty (180) days following cessation of operations or production; and moreover, prior to any excavation into the surface of the leased premises, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and, at the conclusion of the use of the excavation, said excavation shall be back filled, after first removing all drilling fluids, drilling mud or other drilling or production wastes, and said soil remaining in this stack or pile shall be spread over said back fill as evenly as reasonably practicable.
 - (4) No oil, gas or any other substances produced from a well or wells located on lands other than the leased premises may be stored upon the "Drill Site" without the express written consent of Lessor.
 - (5) Lessee shall construct any roads for ingress and egress to and from the Drill Site, along and through the Access Route. Should such road cross fence lines of Lessor, standing at the time of the construction of any such road, then Lessee shall build permanent cattle guards or install corner posts and swinging gates. Lessee shall maintain complete enclosure at all times where fences exist, especially to maintain the security of Lessor's forest, cattle or crops. All construction shall be where necessary and constructed in such a way as to minimize the effect upon agricultural and timber operations. In the event Lessee finds it necessary to construct a permanent road for operational purposes, Lessors and their designees shall have the right to use said road, at their own risk and liability, without cost, so long as it does not interfere with the use by Lessee. Lessee agrees to leave such permanent road at the termination of this lease without any cost to Lessor, or, at Lessor's option, Lessee must remove such road and restore the surface of the land to its original condition as near as possible.
 - (6) Lessee shall immediately restore all fences cut or altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger, and shall be constructed of (not less than) the same type and size material as the fence cut by the Lessee.
 - (7) Upon termination of the Lease, for any cause, Lessee shall, at its expense, plug and abandon all wells drilled or operated by Lessee, whose surface location is on the Drill Site, in accordance with the rules and regulations of the Louisiana Department of Conservation or other government or regulatory body having jurisdiction. After termination of this lease,

Lessee shall remain liable and hold Lessor harmless for any damages, or injury, including death, to Lessor or any third person, directly or indirectly, or in any way connected with the improper or inadequate plugging and abandonment of any such well or wells drilled or operated by the Lessee hereunder.

- (8) Within one hundred eighty (180) days after termination of the Lease for any cause, (unless provided for otherwise by separate agreement, or to the extent necessary to comply with the terms and conditions herein, subject to the rules and regulations of the Louisiana Department of Conservation or other government or regulatory body having jurisdiction) Lessee will remove from the Drill Site, any and all tubing, pipe, and casing from the well bore or bores, and all pipelines, and shall: (i) remove all surface equipment and/or other fixtures Lessee placed on the Drill Site Tract; (ii) remove all oil field waste from the Drill Site in accordance with all of the terms and conditions of Statewide Order 29-B; and (iii) reasonably restore the Drill Site to the condition existing prior to the commencement of operations hereunder, including the replacement of any top soil contaminated by the operations of the Lessee.
- (9) Lessee is strictly prohibited from the land farming, burial, trenching or any other disposal of any exploration and production waste or solid waste on or under the leased lands unless consented to by the Lessor in writing, provided however, that nothing herein shall be construed to prohibit and Lessee is expressly authorized the option to dispose of exploration and production wastes from any well located on the leased premises, down the annulus of said well from which said wastes were produced. The Lessee shall comply with all regulations of the "Commissioner of Conservation" in conducting such annular disposal.
- (10) In the event Lessee elects to utilize earthen pits for the handling, storage or processing of drilling fluids, drilling muds and/or waste water in the drilling of any well on the leased premises, upon completion of such well, either as a dry hole or as a commercial producer, the Lessee shall promptly close its earthen pits in compliance with the following obligations, to-wit: (i) Lessee shall pump all fluids from the said pits and dispose of the same as provided herein or by transportation off of the leased premises to a proper disposal facility; (ii) Lessee shall remove all cuttings, sludge, bottoms, and all other E&P waste remaining in the said pits as well as all soil contaminated by the drilling of the well; (iii) Lessee shall close said pits in accordance with the requirements of Statewide Order No. 29-B(4) and replace the top soil which was removed at the commencement of operations as provided in paragraph "17(c)" hereof; and (iv) Lessee shall seed an appropriate grass on the affected area so as to prevent erosion.
- (11) At least thirty (30) days prior to the commencement of drilling operations on the leased premises, Lessee shall post a performance bond, issued through a responsible corporate surety authorized to do business in Louisiana, in the face amount of \$500,00.00 to insure proper plugging and abandonment of any well or wells drilled or operated by Lessee hereunder, and all cleanup and site remediation as required hereunder. Lessee shall provide Lessor with a copy of the bond and/or additional appropriate documents for review. It is expressly understood that Lessor's rights with respect to such bond shall not alter or affect any rights or remedies which Lessor may have under the terms of this agreement, or under the Laws of the State of Louisiana, in the event the Lessee fails to fulfill all of the obligations herein. Lessor shall release the bond after it is determined that the Lessee has complied with all plug and abandonment obligations and the cleanup and site remediation requirements of this lease and applicable law, but in no event shall the release of the Lessor be unreasonably withheld.
- f) Lessee shall be responsible to Lessor and to Lessor's tenants for all damages caused by Lessee's operations, including but not limited to damages to the surface of the land, soil, ground water, timber, crops, pasture, domesticated animals, roads, canals, ditches, artificial or natural drainage, fences, buildings, water wells, and improvements on said land. It is understood that Lessee shall be liable for such damages even if such damages are incurred in normal and necessary operations on the Drill Site or the Access Route.
- g) When production is referred to in this lease, it must be in paying quantities. "Paying Quantities" is defined for these purposes in accordance with Article 124 of the Mineral Code of the State of Louisiana with the additional requirement that royalties paid to the Lessor hereunder must constitute a serious and adequate consideration for the continuance of this lease.
- h) Lessee shall indemnify, defend, and hold harmless Lessor from all claims, demands and causes of action of every type and character arising out of or related to the exercise of any rights under this lease, by the Lessee, or Lessee's agents, employees, contractors, subleases, or assigns, which claims, demands, causes of action are asserted by any person (other than Lessor) for personal injury, death or loss

of or damage to property and resulting from the conduct, irrespective of whether said conduct is negligent, willful, or otherwise, of any party acting pursuant to or in any way related to the rights or the authority granted to Lessee under this lease or relating to the conditions of the premises where such condition is the result, directly or indirectly, of the exercise of the rights of the Lessee under this lease. Lessee further agrees to take all reasonable measures to keep the lease wells, oil and gas production, and machinery and related equipment protected against liens of Lessee's suppliers of labor, service or supplies arising in connection with Lessee's drilling or operation of any well, or the construction of flow lines or pipelines attached thereto, and shall hold harmless, defend, and indemnify Lessor against same. Lessee further hereby agrees that, in exercising the rights granted under the lease, it will comply with and be subject to all applicable environmental laws and regulations validly adopted or issued by the State of Louisiana or its agencies, or by the United States or its agencies. Lessee further agrees that it will comply with all minimum water quality standards adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas; further, in conducting all operations under this lease in any wetland area, Lessee shall comply with the applicable requirements of the appropriate Louisiana State Agency charged with the environmental management of said area, and with the rules and regulations of the United States Army Corps of Engineers. Lessee further agrees to comply with all safety standards provided by any agency of the State of Louisiana or of the United States or their respective agencies. Lessee shall indemnify, defend and hold harmless Lessor from any penalty, compliance order or other administrative or regulatory order or action arising out of or in connection with the breach of any federal or state law or regulations, including, but not limited to, all environmental laws and regulations, by Lessee, its agents, employees, contractors, subleases or assigns arising out of or in connection with the exercise of any rights granted under this lease.

- i) In the event of the execution of any release or releases or any forfeiture by Lessee, the rights of Lessor to collect any damages to which it may have been entitled prior to the occurrence of such event shall not be affected, nor shall Lessee be relieved of its liabilities incurred under this lease.
- It is agreed that wherever the words and figures of "One-Eighth, (1/8)", may appear within numerical paragraph "7", of the printed form to which this Exhibit "B" is attached, the same shall be deleted and in its place and stead are hereby substituted the words and figures of "Thirty Percent (30.0%)". Notwithstanding anything else contained in this lease to the contrary, Lessee agrees that any and all royalty due to the Lessor as provided for herein, is reserved by and shall be delivered or paid to Lessor free and clear of any and all charges, expenses, or fees of any nature whatsoever, except for applicable taxes, including but not by way of limitation, any charges, expenses, or fees for trucking, transportation, piping, collecting, cycling, recycling, treating, processing, handling, pressuring, repressuring, etc. of liquid or gaseous hydrocarbons mentioned in this section; and no deduction whatsoever shall be made by Lessee from the Lessor's royalty for any such charge, expense or fee. Lessee shall pay royalties on all amounts realized by Lessee or Lessee's marketing affiliate in connection with the sale and/or marketing of oil, gas or other minerals attributable to the land, with appropriate deductions for Lessor's proportionate part applicable taxes as set forth above. Royalties shall be paid on a monthly basis as soon as practicable after production, but in no later than thirty (30) days after the month of production, except for the first three months of production which shall be paid as soon as practicable after first production, but in no event later than one hundred fifty (150) days after the first month of production. If production occurs during the pendency of a unit application, Lessee shall pay royalties based on Lessor's estimated acreage in the proposed unit.
- k) This lease shall be limited to investigating, exploring, prospecting, and drilling for, and production of, oil, gas, casing-head gasoline, condensate and/or liquid or gaseous hdrocarbons only (the words "mineral" and "minerals" being used herein to refer to such substances and matters and no others). Any and all other minerals, including, but not limited to, soil, gravel, coal, lignite and geothermal or geopressured energy, are specifically herein reserved by Lessor and excluded from the Lease, with all of the necessary rights of ingress and egress.
- l) On written request, Lessee shall furnish Lessor with a copy of all land surveys made by Lessee of the leased premises or any part thereof and if Lessee should have an Abstract of Title made, covering the leased premises or any part thereof, or should Lessee purchase or rent or otherwise obtain access to an Abstract of Title, then Lessor's Attorney shall have the right to inspect and examine such abstract at reasonable terms and at reasonable places within the State of Louisiana.
- m) Notwithstanding anything in the Lease or this Exhibit "B" to the contrary, if the Lease is being maintained in effect in whole or in part by operations or production at the end of its primary term, unless terminated earlier pursuant to other provisions of the Lease, Lessee shall release all depths below the base of the stratigraphic equivalent of the deepest zone logged and actually tested as being capable of producing in commercial quantities on the leased premises or on acreage pooled therewith, but in no event shall such released depths be above the base of the unitized interval, as determined by the Office of Conservation, in which such logged and tested zone is located. As used in the preceding sentence, "actually tested" means proof of the physical presence of hydrocarbons by means of a generally accepted

test or procedure used for such purpose, including the actual flow of hydrocarbons to the surface or to any other zone, stratum or area into which hydrocarbons can be flowed, certified by Lessee in writing to Lessor within thirty (30) days after such test as being capable of producing in commercial quantities. In addition, if the well is not being produced from the deepest logged and tested zone, then casing must be actually set through the deeper zone or zones and all productive zones isolated with cement. Further, the casing below the shallower productive zone must be free of any permanent impediments or obstructions that would seriously hinder a recompletion from the shallower zone or zones to the deeper zone or zones. Otherwise, such operations or production occurring after the end of the primary term will maintain this lease in effect only to the base of the stratigraphic equivalent of the deepest zone actually maintained by production, or to the base of the unitized interval in which such zone is located, whichever is deeper. For the purpose of this paragraph, the aforementioned operations and production shall be deemed to have ceased when more than ninety (90) consecutive days lapse without drilling or reworking operations or actual production in paying quantities in a zone previously maintained by actual production in paying quantities, in which event such zone(s) shall be released from this lease. Also for the purpose of this paragraph, a well being drilled at the end of the primary term of the lease shall satisfy the operations requirement of this paragraph for all zones to its permitted depth. Such release(s) shall be provided within thirty (30) days after the lease expires as to each such zone or deeper depth.

Except as stipulated further in this paragraph, any future mineral Lessee of the mineral rights below those held by Lessee hereunder, shall have the right to enter upon and use any part or portions of the surface of the leased premises for all purposes incident to the exploration for, production, treatment, and transportation of oil, gas and all other minerals produced from horizons below the horizons leased to Lessee hereunder and the right to penetrate and drill through the horizons covered by this lease. It being specifically understood and agreed however, that any such "future mineral lessee" is not to have any right(s) of use of those parts or portions of the surface of the leased premises, designated herein as the "Drill Site" without first obtaining the prior written consent of the Lessee under this lease.

- n) Within ninety (90) days after the termination of this lease, for any cause, as to all or any portion of the leased premises, Lessee shall execute and record in the Office of the Clerk of Court for any Parish in which this lease is recorded, an instrument, in authentic form, releasing from the provisions of this lease, those portions of the leased premises to which this lease has terminated and shall provide Lessor with a certified copy of the same. Upon Lessee's failure to comply with the provisions of this paragraph, Lessee agrees to pay all costs and attorney's fees incurred by Lessor in obtaining such "Release"; and in addition, Lessee agrees to pay to the Lessor, as liquidated damages for its failure to comply with the provisions of this paragraph, the sum of Two Thousand Five Hundred (\$2,500.00) for each week of such noncompliance, which amount shall be paid weekly.
- o) Any assignment, sublease, or other transfer or assignment of this lease by the present or any future Lessee shall not relieve the assignor of its obligations under this lease, and any non-lessee party who conducts operations on the leased premises shall be bound by all of the covenants and obligations of the Lessee under this lease. Within thirty (30) days after execution, Lessor shall be provided with executed copies of all assignments, subleases, or other transfers or assignments of this lease, or of any other documents reflecting the ownership of this lease. Notwithstanding the foregoing, if the original lessee, SonCo Holdings, L.L.C., assigns all of its interests in this lease prior to the commencement of operations on the leased premises or on acreage pooled therewith, Lessor agrees that, upon such assignment, SonCo Holdings, L.L.C. shall be released and relieved from any and all future liabilities, responsibilities, and obligations unto Lessor under this lease; however, nothing herein shall relieve the assignee of the liabilities, responsibilities and obligations contained herein, nor shall any such assignment relieve SonCo Holdings, L.L.C. of any obligations imposed on lessees by applicable laws or regulations of any governing agency of the State of Louisiana or of the United States of America.
- p) Lessor may, at Lessor's own risk and expense, have a representative on the leased premises during operations at all reasonable times, who shall be entitled to observe all operations, examine cores, electrical logs and other well data, and who may witness the checking or measuring of all hydrocarbons produced from the premises. It is understood and agreed however, that any such information shall be held strictly confidential by the Lessor and/or Lessor's representative, for a period of at least six (6) months from the date the Lessor or Lessor's representative obtain any such privileged information.
- q) Upon written request by the Lessor, the Lessee hereby agrees to furnish Lessor, within thirty (30) days after Lessee shall have obtained same and/or within thirty (30) days after receipt of such written request of Lessor, copies of all well completion reports, logs made of wells drilled on the leased premises or on premises with which the leased premises may be unitized, including bottom hole pressure data, and all other well information which is obtainable by the operator from such wells, but not including geologic interpretations. In the event Lessor elects to have a representative witness the running of any logs, then Lessor shall be entitled to receive, at the site, a copy of any such log obtained by Lessee or Lessee's

agents or employees. Information and data furnished by Lessee to Lessor in connection with this paragraph shall be held in confidence by Lessor, and/or its representatives.

- r) Commencing within at least thirty (30) days prior to actual operations on the herein leased lands for the drilling of any well or wells thereon, the Lessee shall be obligated to acquire and maintain during the existence of this agreement:
 - (1) A policy or policies of Comprehensive Public Liability Insurance insuring against bodily injury and property damages arising out of or resulting from Lessee's operations hereunder with policy limits in an amount of no less than Ten Million and No/100 Dollars (\$10,000,000.00). This policy shall include coverage for pollution control and environmental damages; and
 - (2) A policy of blowout or well control insurance in force and effect, covering the drilling of any well on the leased premises in the face amount of not less than Ten Million and No/100 Dollars (\$10,000,000.00).

The above policies shall name the Lessor as an Additional Named Insured. Prior to conducting any operations hereunder, the Lessee shall furnish to Lessor a certificate evidencing such insurance and agreeing to provide Lessor at least thirty (30) days notice prior to cancellation. Failure to maintain such insurance shall constitute an express resolutory condition of this lease.

- s) With regard to each well with a surface location on the Drills Site Tract, in the event Lessee should deem it necessary or desirable to apply to state or federal governmental authority for rules or orders governing the establishment of drilling or other units, Lessee shall, at least fifteen (15) days prior to the submission of any notice of intention to apply for unitization, notify Lessor in writing of its proposed plan, and shall meet with Lessor's representatives at Lessor's office to explain in detail the purpose of such application or plan, the results sought to be achieved thereby, and to furnish full and complete information with respect thereto, and shall thereafter keep the Lessor fully informed with respect to such plan, including, without limitation any changes or modification thereof. Lessee shall also, prior to filing any such application, furnish Lessor with a copy thereof, and shall at least fifteen (15) days prior to any hearing pursuant to such application, furnish Lessor with copies of all maps, plats, documents and other material or evidence to be submitted at such hearing in connection with such application. If Lessee is required by order of the governmental authority or otherwise to prepare a unit survey plat, Lessee shall furnish Lessor with copies of the proposed unit survey plat for review prior to submitting such plat to the governmental authority and prior to recording the same in any public record.
- t) If any of the provisions of this Exhibit "B" conflict or are inconsistent with any of the provisions of the printed Oil, Gas and Mineral Lease form with which it is filed, the provisions of this shall control.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

FOR IDENTIFICATION: LESSOR:

BRITCO, L.C.

By: N. New Zel

By: Clifton D. LeBlanc, Member

LESSEE:

SONCO HOLDINGS, L.L.C.

Printed Name:

rinted Name: Day

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STATE OF LOUISIANA PARISH OF ASCENSION

ACT OF CASH SALE

CERTIFIED TRUE COPY BY

BE IT KNOWN, that on the below mentioned dates, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned to Hipselent witnesses, personally came and appeared:

BRITCO, L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, Louisiana, having a mailing address of 8811 Veterans Memorial Boulevard, Metairie, Louisiana 70003 represented herein by V. Price LeBlanc, Jr. and Clifton David LeBlanc, its Members, duly authorized by Articles of Organization (as amended and restated) on file and of record in the office of the Clerk and Recorder for Ascension Parish, Louisiana; (hereafter referred to as "SELLER");

who declared that for the price of FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED AND NO/100 (\$496,300.00) 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:

SMITH TANK & STEEL REAL ESTATE, L.L.C., a limited liability company, organized and existing under the laws of the State of Louisiana, represented herein by David Hubbard, duly authorized by Certificate of Authority attached hereto and made a part hereof, whose address is P.O. Box 2370, Gonzales, Ascension Parish, Louisiana 70707; (hereafter referred to as "PURCHASER)";

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

A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by James W. Falgout, P.L.S. dated October 23, 2013 and entitled "PRELIMINARY PLAT MAP SHOWING SURVEY OF LOT A-1-A, LOT A-B-1 & LOT B-1-A, BEING THE REBUBDIVISION OF TRACT A-1, TRACT A-B & TRACT B-1, BEING A PORTION OF THE PRICE LEBLANC PROPERTY, LOCATED IN SECTION 34, T9S-R3E, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LA. FOR SMITH TANK & STEEL REAL ESTATE, LLC & BRITCO", copy of said map being approved by the Ascension Parish Planning Commission, Donald A. Songy, Chairman on November 19, 2013. Said lot being designated as Lot A-B-1 containing 20.220 acres and being more particularly described as follows: Commence at the section corner common to Section 34, Section 35, Section 18 and Section 17 as point of beginning; thence proceed North 89°58' 14" West, a distance of 1,359.51 feet to a point and corner being the point of beginning; thence proceed North 01°41' 18" West, a distance of 684.33 feet to a point and corner; thence proceed North 88°18' 23" East, a distance of 374.31 feet to a point and corner; thence proceed North 01°42' 19" West, a distance of 307.53 feet to a point and corner; thence proceed North 50°50' 27" East, a distance of 126.69 feet to a point and corner; thence proceed North 48°43' 19" West, a distance of 1,250.45 feet to a point and corner; thence proceed South 01°41' 49" East, a distance of 1,244.13 feet to a point and corner; thence proceed North 88°18'23" East, a distance of 360.14 feet to a point and corner; thence proceed South 01°41'18" East, a distance of 931.30 feet to a point and corner; thence proceed South 89°58' 14" East, a distance of 80.04 feet to a point and corner, being the point of beginning and containing such bearings and dimensions and being subject to such servitudes and setback lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

LESS AND EXCEPT:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S., dated April 14, 1998, said map being entitled "Property Boundary Survey of Tract A-B, of the V. Price LeBlanc property, situated in the Southeast Quarter of Section 34, T9S, R3E, S.E.D., East of the Miss. River, Ascension Parish, La." Said tract being designated as Tract A-B containing 13.13 Acres and being more particularly described as follows: Commence at the Section corner common to Sections 17, 18, 34 and 35, thence proceed South 88° 53' 25" West a distance of 1,360.38 Feet to a point and corner being the POINT OF BEGINNING; thence continue South 88° 53' 25" West a distance of 80 Feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 931.05 Feet to a point and corner; thence continue North 01° 06' 35" West a distance of 357.57 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 73.04 Feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 250.00 Feet to a point and corner; thence proceed North 61° 20' 04" West a distance of 100.00 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 200.00 Feet to a point and corner; thence proceed North 01° 06' 25" West a distance of 587.03 Feet to a point and corner; thence proceed South 48° 07' 43" East a distance of 1,250.00 Feet to a point and corner; thence proceed South 51° 17' 44" West a distance of 138.50 Feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 307.57 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 364.90 Feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 931.05 Feet to a point and corner, being the POINT OF BEGINNING, containing 13.13 Acres and being subject to such servitudes and set back lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

The less and except of 13.13 acres is that portion of the property previously owned by Smith Tank & Steel Real Estate, L.L.C. acquired from Magerko Management, LLC on July 23, 2009 and being recorded for record on July 24, 2009 at COB Instrument No. 00728678 of the official records of Ascension Parish, Louisiana.

WARRANTY WAIVER: Purchaser hereby acknowledges and agrees that Seller is hereby transferring its right, title and interest in and to the Property without any warranty or recourse whatsoever (other than warranty of title), but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors.

Purchaser acknowledges and agrees that the Property is being sold by Seller to Purchaser as is, where is, with all faults, and without any warranties (other than warranty of title), express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Purchasers acknowledge and agree that Seller has made no representation, warranty or guaranty, express of implied, oral or written, past, present of future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with

the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, wetlands issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water, including without limitation, soil compaction, grading and drainage; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, or the fitness, suitability or adequacy of the Property for any particular purpose; (f) the zoning of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person of entity; and (h) the quality of any labor and materials.

Purchaser hereby acknowledges and declares relying solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Seller. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to the condition of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Seller and are hereby expressly waived by Purchaser.

Purchaser shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Purchaser, except as to warranty of title.

Purchaser hereby expressly waive and renounce any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase Price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith.

Purchaser acknowledges and agrees that Purchaser has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by Purchaser, and Purchaser hereby accepts the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of fitness and the condition of the Property has been taken into consideration and is reflected in the terms of the Purchase Price.

PURCHASER HEREBY ACKNOWLEDGES THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY PURCHASERS, (III) THE AGREEMENT OF PURCHASERS WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN SELLER AND PURCHASERS WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SELLER, AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

Seller's

Initials

Purchaser's Initials

Taxes for the current year will be paid by the Seller.

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 PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

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 Metaire, Louisiana, in the presence of the undersigned competent witnesses on the 13th day of February, 2014, who sign with appearers and me, Notary, after due reading of the whole.

me, Notary, after due reading of the whole.	, ,		
WITNESSES:	BRITCO, L.C.		
Sign: AC		Blow	<u>~</u>
Print: Charles AB andy	BY: V. PRICE LEBL	ANC, JR.	
Sign:	Ato Dan	Mek	<u></u> .
Print: Karlon Confill	BY: ELIFION DAV	ID LEBLANC	,
Shula SW NOTARY LA BAR ROLL #		O PARIS	NAZIE III
THUS DONE AND PASSED at Gonz undersigned competent witnesses on the Albary day me, Notary, after due reading of the whole.	میلهخ, Louisiana, of February, 2014, who	in the presence o sign with appearers	f the and
WITNESSES:	SMITH TANK & ST	TEEL REAL ESTA	ATE,
Sign: Cullians	BY: DAVID HUBBA	ml	
Print: Mistra Williams	B1. DAVID HOBBA		
Sign: The Pipsail		:	
Print: Tara PipsaiR			
Stacey a. Bonjer NOTARY LA BAR RO	PUBLIC DLL # 50948	 .	
		1	

Stacey A. Bozeman Notary Public #57228 State of Louisiana My Commission is for Life.

STATE OF LOUISIANA PARISH OF ASCENSION

CERTIFICATION OF AUTHORITY TO ACT FOR SMITH TANK & STEEL REAL ESTATE, L.L.C. A LIMITED LIABILITY COMPANY

BE IT KNOWN that on the day of February, 2014, before me, Dwight D. Poirrier, a Notary Public duly commissioned and qualified in and for aforesaid Parish and State, and in the presence of the undersigned witnesses, personally came and appeared:

SAM J. SMITH, JR., a resident of the full age of majority, domiciled in the Parish of Livingston, State of Louisiana, whose address is declared to be 21951 Waterfront East Drive, Maurepas, Louisiana 70449;

who, after being duly sworn, did acknowledge and declare that he is the sole member of SMITH TANK & STEEL REAL ESTATE, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that these Articles of Organization provide that he is the sole member and is authorized to appoint the persons to act on behalf of said SMITH TANK & STEEL REAL ESTATE, L.L.C., and that he does hereby appoint DAVID HUBBARD, as certifying official, is authorized to act for and in the name of the said SMITH TANK & STEEL REAL ESTATE, L.L.C. to do the following:

(1) To execute the Act of Cash Sale purchasing the below described property from BRITCO, L.C.:

A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by James W. Falgout, P.L.S. dated October 23, 2013 and entitled "PRELIMINARY PLAT MAP SHOWING SURVEY OF LOT A-1-A, LOT A-B-1 & LOT B-1-A, BEING THE REBUBDIVISION OF TRACT A-1, TRACT A-B & TRACT B-1, BEING A PORTION OF THE PRICE LEBLANC PROPERTY, LOCATED IN SECTION 34, T9S-R3E, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LA. FOR SMITH TANK & STEEL REAL ESTATE, LLC & BRITCO", copy of said map being approved by the Ascension Parish Planning Commission, Donald A. Songy, Chairman on November 19, 2013. Said lot being designated as Lot A-B-1 containing 20.220 acres and being more particularly described as follows: Commence at the section corner common to Section 34, Section 35, Section 18 and Section 17 as point of beginning; thence proceed North 89°58' 14" West, a distance of 1,359.51 feet to a point and corner being the point of beginning; thence proceed North 01°41′ 18" West, a distance of 684.33 feet to a point and corner; thence proceed North 88°18' 23" East, a distance of 374.31 feet to a point and corner; thence proceed North 01°42' 19" West, a distance of 307.53 feet to a point and corner; thence proceed North 50°50' 27" East, a distance of 126.69 feet to a point and corner; thence proceed North 48°43' 19" West, a distance of 1,250.45 feet to a point and corner; thence proceed South 01°41' 49" East, a distance of 1,244.13 feet to a point and corner; thence proceed North 88°18'23" East, a distance of 360.14 feet to a point and corner; thence proceed South 01°41'18" East, a distance of 931.30 feet to a point and corner; thence proceed South 89°58' 14" East, a distance of 80.04 feet to a point and corner, being the point of beginning and containing such bearings and dimensions and being subject to such servitudes and setback lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

LESS AND EXCEPT:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in the Southeast Quarter of Section 34, Township 9 South, Range 3 East, S.E.D., East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S., dated April 14, 1998, said map being entitled "Property Boundary Survey of Tract A-B, of the V. Price LeBlanc property, situated in the Southeast Quarter of Section 34, T9S, R3E, S.E.D., East of the Miss. River, Ascension Parish, La." Said tract being designated as Tract A-B containing 13.13 Acres and being more particularly described as follows: Commence at the Section corner common to Sections 17, 18, 34 and 35, thence proceed South 88° 53' 25" West a distance of 1,360.38 Feet to a point and corner being the POINT OF BEGINNING; thence continue South 88° 53' 25" West a distance of 80 Feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 931.05 Feet to a point and corner; thence continue North 01° 06' 35" West a distance of 357.57 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 73.04 Feet to a point and corner; thence proceed North 01° 06' 35" West a distance of 250.00 Feet to a point and corner; thence proceed North 61° 20' 04" West a distance of 100.00 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 200.00 Feet to a point and corner; thence proceed North 01° 06' 25" West a distance of 587.03 Feet to a point and corner; thence proceed South 48° 07' 43" East a distance of 1,250.00 Feet to a point and corner; thence proceed South 51° 17' 44" West a distance of 138.50 Feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 307.57 Feet to a point and corner; thence proceed South 88° 53' 25" West a distance of 364.90 Feet to a point and corner; thence proceed South 01° 06' 35" East a distance of 931.05 Feet to a point and corner, being the POINT OF BEGINNING, containing 13.13 Acres and being subject to such servitudes and set back lines as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

Execute the Drainage Servitude Agreement and any other documents necessary to carry out **(2)** the authority granted above.

The said DAVID HUBBARD is authorized to sign all documents, of every kind whatsoever, for and in the name of SMITH TANK & STEEL REAL ESTATE, L.L.C., and to take all such actions in its name as may, in the sole and exclusive judgment of DAVID HUBBARD, be necessary to accomplish the authority expressed above.

Any person dealing with DAVID HUBBARD may assume that the authority conferred upon him by this document is still in full force and effect unless and until there is recorded in the conveyance records of Ascension Parish, Louisiana, an express revocation of such authority.

THUS DONE AND SIGNED on the day and date set forth above in the City of Gonzales, Parish of Ascension, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

Print Name: Qual

DWIGHT D. POIRRIER - NOTARY PUBLIC

BAR ROLL NO. 20570

INSTRUMENT # 00844342
FILED AND RECORDED
ASCENSION CLERK OF COURT
2014 FZB 14 03:40:23 FM
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DEPUTY CLIERK & REDORDER

DRAINAGE SERVITUDE AGREEMENTERT IF IED TRUE COPY BY

STATE OF LOUISIANA PARISH OF ASCENSION

DEPUTY CLERK SLIPPRT602

THIS SERVITUDE AGREEMENT (this "Agreement") is made and entered into on the dates set forth hereinafter by and between:

BRITCO, L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, Louisiana, having a mailing address of 8811 Veterans Memorial Boulevard, Metairie 70003 represented herein by V. Price Leblanc, Jr. and Clifton David LeBlanc, its Members, duly authorized by Articles of Organization (as amended and restated) on file and of record in the office of the Clerk and Recorder for Ascension Parish, Louisiana; (hereinafter referred to as "BRITCO"); and

SMITH TANK & STEEL REAL ESTATE, L.L.C., a limited liability company, organized and existing under the laws of the State of Louisiana, represented herein by David Hubbard, duly authorized by Certificate of Authority, whose address is P.O. Box 2370, Gonzales, Louisiana 70707; (hereinafter referred to as "Smith Tank")

who declared that they hereby enter into this Agreement for themselves, their respective successors and assigns.

RECITALS

Whereas BRITCO, is the owner of that certain property in Ascension Parish, Louisiana and being designated as Lot A-1-A and containing 7.653 acres and Lot B-1-A containing 28.070 acres, which is adjacent and contiguous to the property described below, owned by Smith Tank;

Whereas SMITH TANK is owner of that certain property in Ascension Parish, Louisiana and designated as Lot A-B-1 containing 20.220 acres, which is adjacent and contiguous to the property described above, owned by BRITCO;

Whereas SMITH TANK, at its cost and expense, had performed a Drainage Impact Study by GSA Consulting Engineers, Inc., as revised through August 28, 2013 (the "<u>Drainage Impact Study</u>") which study included property belonging to SMITH TANK and BRITCO;

Whereas SMITH TANK & BRITCO have agreed to and intend for this Agreement to establish reciprocal drainage servitudes for the benefit of their respective estates; and

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property.

- A. BRITCO is owner of the following described property:
 - 1. A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, designated as <u>LOT A-1-A</u> containing 7.653 acres and shown more clearly on a map or plan of survey prepared by James W. Falgout, P.L.S. dated October 23, 2013 and entitled "PRELIMINARY PLAT MAP

SHOWING SURVEY OF LOT A-1-A, LOT A-B-1 & LOT B-1-A, BEING THE RESUBDIVISION OF TRACT A-1, TRACT A-B & TRACT B-1, BEING A PORTION OF THE PRICE LEBLANC PROPERTY, LOCATED IN SECTION 34, T9S-R3E, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LA. FOR SMITH TANK & STEEL REAL ESTATE, LLC & BRITCO", copy of said map being approved by the Ascension Parish Planning Commission, Donald A. Songy, Chairman on November 19, 2013, recorded November 20, 2013, as Instrument #839297 in the records of Clerk and Recorder for Ascension Parish, Louisiana ("Lot A-1-A").

2. A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, designated as LOT B-1-A containing 28.070 acres and shown more clearly on a map or plan of survey prepared by James W. Falgout, P.L.S. dated October 23, 2013 and entitled "PRELIMINARY PLAT MAP SHOWING SURVEY OF LOT A-1-A, LOT A-B-1 & LOT B-1-A, BEING THE RESUBDIVISION OF TRACT A-1, TRACT A-B & TRACT B-1, BEING A PORTION OF THE PRICE LEBLANC PROPERTY, LOCATED IN SECTION 34, T9S-R3E, SOUTHEASTERN LAND DISTRICT, EAST OF MISSISSIPPI RIVER, ASCENSION PARISH, LA. FOR SMITH TANK & STEEL REAL ESTATE, LLC & BRITCO", a copy of said map being approved by the Ascension Parish Planning Commission, Donald A. Songy, Chairman on November 19, 2013, recorded November 20, 2013, as Instrument #839297 in the records of Clerk and Recorder for Ascension Parish, Louisiana ("Lot B-1-A").

B. SMITH TANK is the owner of the following described property:

A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, designated as LOT A-B-1 containing 20.220 acres and shown more clearly on a map or plan of survey prepared by James W. Falgout, P.L.S. dated October 23, 2013 and entitled "PRELIMINARY PLAT MAP SHOWING SURVEY OF LOT A-1-A, LOT A-B-1 & LOT B-1-A, BEING THE RESUBDIVISION OF TRACT A-1, TRACT A-B & TRACT B-1, BEING A PORTION OF THE PRICE LEBLANC PROPERTY, LOCATED IN SECTION 34, T9S-R3E, SOUTHEASTERN LAND DISTRICT, EAST MISSISSIPPI RIVER, ASCENSION PARISH, LA. FOR SMITH TANK & STEEL REAL ESTATE, LLC & BRITCO", copy of said map being approved by the Ascension Parish Planning Commission, Donald A. Songy, Chairman on November 19, 2013, recorded November 20, 2013, as Instrument #839297 in the records of Clerk and Recorder for Ascension Parish, Louisiana ("Lot A-B-1").

2. <u>Lot B-1-A Servitudes and Easement.</u> BRITCO, as the owner of Lot B-1-A (the servient estate), does hereby establish, grant and create perpetual and nonexclusive drainage servitudes and a perpetual and nonexclusive flowage easement, all for the purposes of drainage, over and across and upon (a) that portion of Lot B-1-A included in the thirty-five (35') foot drainage servitude located along the eastern edge of Lot A-B-1 (said servitude being located seventeen and one-half (17.5') feet on each side of that line), (b) a thirty-five (35') foot flowage easement through the pond situated on Lot B-1-A and (c) a fifty (50') foot drainage servitude through

- Lot B-1-A for the benefit of drainage of Lot A-1-A and Lot A-B-1, all as shown on the above-referenced map recorded November 20, 2013, as Instrument #839297 in the records of Clerk and Recorder for Ascension Parish, Louisiana, said drainage servitudes and flowage easement being for the benefit of Lot A-1-A and Lot A-B-1 (as the dominate estates) to provide drainage in accordance with the Drainage Impact Study, as shown on the Grading Plan from the Drainage Impact Study a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference (the "Grading Plan"). To the extent that said drainage servitudes and flowage easement benefit Lot A-1-A, they are established, granted and created as servitudes by destination of the owner.
- 3. Lot A-B-1 Servitudes. SMITH TANK, as the owner of Lot A-B-1 (the servient estate), does hereby establish, grant and create perpetual and nonexclusive drainage servitudes, all for the purposes of drainage, over and across and upon (a) that portion of Lot A-B-1 included in the thirty-five (35') foot drainage servitude located along the eastern edge of Lot A-B-1 (said servitude being located seventeen and one-half (17.5') feet on each side of that line), (b) a fifteen (15') foot drainage servitude through Lot A-B-1, all as shown on the above-referenced map recorded November 20, 2013, as Instrument #839297 in the records of Clerk and Recorder for Ascension Parish, Louisiana, said drainage servitudes and flowage easement being for the benefit of Lot A-1-A and Lot A-B-1 (as the dominate estates) to provide drainage in accordance with the Grading Plan.
- 4. Additional Consideration. SMITH TANK as additional consideration of the grant of drainage servitudes and flowage easement by BRITCO does hereby agree, at its sole cost and expense, to perform the necessary work on Lot A-1-A, Lot B-1-A and Lot A-B-1 in accordance with the Drainage Impact Study, including, without limitation, (a) excavating and building the drainage ditch, catch basins, overflow weir and other improvements in the thirty-five (35') foot drainage servitudes in accordance with the locations and specifications shown on the Grading Plan, (b) excavating and building the drainage ditch, overflow weir and other improvements in the fifty (50') foot drainage servitude in accordance with the locations and specifications shown on the Grading Plan, (c) grading the pond shore on Lot A-B-1 above the proposed water surface level as shown on the Grading Plan, and (d) excavating and building the drainage ditch, catch basins and other improvements on Lot A-1-A, Lot A-B-1 and Lot B-1-A to provide from drainage on and from Lot A-1-A in accordance with the locations and specifications shown on the Grading Plan. The above work does not include any of the lot grading that is not incidental to and part of the work specified herein.
- 5. <u>Construction Rights and Obligations.</u> In connection with providing the additional consideration BRITCO grants SMITH TANK the following rights and SMITH TANK agrees to comply with the following obligations:
- (a) Access Servitude. BRITCO grants SMITH TANK an access servitude across such areas of Lot A-1-A and Lot B-1-A as are reasonably necessary to provide SMITH TANK and its contractors for completion of the additional consideration work to be completed Lot A-1-A and Lot B-1-A. Such access servitude, and all access rights in connection therewith, are expressly conditioned upon satisfaction of all of the following:
- (i) SMITH TANK will give BRITCO written notice (an "Entry Notice") of any proposed entry onto Lot A-1-A or Lot B-1-A by SMITH TANK or its contractors, which written notice shall be given not less than three (3) business days prior to the desired date of access.
- (ii) Each Entry Notice shall state the names and addresses of each contractor who will be entering onto Lot A-1-A or Lot B-1-A, shall provide certificates of insurance for each such contractor, naming BRITCO as an additional insured, and shall state the scope of work to be performed by each such contractor and the expected duration of such work. If any changes to the information provided in an Entry Notice occurs, then BRITCO will be promptly informed of the same by means of another written notice.
- (iii) Each Entry Notice shall include a current certificate of insurance for BRITCO.
 - (iv) BRITCO shall have the right to refuse access to SMITH TANK or its

contractors if (a) any one or more of the certificates of insurance provided do not comply with the requirements of this Agreement in that regard, (b) any one or more of the certificates of insurance required to be provided are not provided, (c) the scope of work to be performed will exceed the rights granted to SMITH TANK herein, (d) any of the other information provided in the Entry Notice is inconsistent with the provisions of this Agreement, (e) SMITH TANK or any of its agents or contractors causes any personal injury, property damage or other loss or damage to the property of BRITCO or its tenants, (f) SMITH TANK or any of its agents or contractors creates any dangerous condition which poses a threat of personal injury or property damage to BRITCO or its tenants, or (g) BRITCO is performing work for its own needs in the area covered by the subject Entry Notice; provided, however, that upon completion of any such work, SMITH TANK will be notified, and a new Entry Notice may be submitted by SMITH TANK as stated above.

- (b) Construction Obligations. SMITH TANK will (i) cause all work on to be performed by SMITH TANK as part of the additional consideration (the "Work") to be constructed and completed in accordance with the Drainage Impact Study and the Grading Plan, (ii) cause the Work to be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations, codes, ordinances, orders, other legal requirements and in compliance with all applicable rules of any sewer districts or other quasi-governmental entities or utility companies which may have jurisdiction over the Work, (iii) pay for the entire cost of the Work, including, without limitation, all engineers, design professionals, contractors, subcontractors, material suppliers and equipment vendors providing any engineering services, design services, labor, material, equipment or services in connection with any of the Work as and when the same becomes due, (iv) cause the Work to be completed within 270 days of the date of this Agreement, (v) not cause any pedestrian or vehicular access by BRITCO or its agents or employees to be interfered with or impeded in any material respect, and (vi) fill existing ditches on Lot B-1-A with only material approved by BRITCO.
- (c) <u>Indemnification</u>. SMITH TANK hereby agrees to indemnify, defend (by counsel acceptable to BRITCO) and hold harmless BRITCO, and their agents, employees, attorneys, contractors, owners, partners, shareholders, tenants, successors and assigns (collectively, the "<u>Indemnified Parties</u>"), from and against any and all claims, causes of action, liens, liabilities, damages, judgments, settlements and expenses (including, without limitation, attorneys' fees and expenses, paralegal fees, expert witness fees and other costs of dispute resolution) which are suffered or incurred by any one or more of the Indemnified Parties as a result from any personal injury, death, property damage, liens, or claims arising out of or in connection with the Work, or by any entry onto Lot A-1-A or Lot B-1-A by SMITH TANK or any of its agents, employees or contractors.
- (d) <u>Insurance</u>. SMITH TANK and its contractors and their subcontractors (of any tier) shall obtain and maintain at all times during any entry onto Lot A-1-A or Lot B-1-A, the insurance specified in <u>Exhibit B</u> attached hereto. Current certificates of such insurance shall be delivered to BRITCO, naming BRITCO as an additional insured, as a condition to the exercise by BRITCO of any rights granted under this Agreement.
- (e) <u>BRITCO Right to Completion</u>. In the event SMITH TANK has not completed the Work within 270 days of this Agreement, upon thirty (30) days' notice to SMITH TANK, provided that SMITH TANK does not complete the Work within the 30-notice period, BRITCO will have the right to perform and complete the Work. If BRITCO so performs and completes the Work, BRITCO shall be paid 125% of the reasonable costs of the Work once the Work is completed. As a condition to such reimbursement, BRITCO shall provide invoices evidencing the costs as well as lien waivers from all necessary parties.
- 6. <u>Operation and Maintenance of the Servitude Areas</u>. Each of the respective owners shall keep and maintain, or cause to be kept and maintained, those portions of the drainage servitude areas without obstruction, debris, or impediments to restrict water flow or affect the intended purpose of the drainage servitude granted herein. Each respective owner shall remove all paper, debris, filth, refuse, garbage, or any other items in the drainage area, with each party to bear its respective expense; <u>provided</u>, <u>however</u>, no owner will be required to remove items that have entered onto a drainage area from property of another owner. Any additional work to be performed after completion of the improvements as contemplated by the drainage impact study referred to hereinabove shall be shared on an equal basis between the parties.

- 7. <u>Modification</u>. This Agreement may be modified or amended by BRITCO and SMITH TANK upon agreement which modification or amendment shall become effective upon filing of the same in the conveyance records of Ascension Parish, Louisiana.
- 8. <u>Real Estate Taxes</u>. BRITCO and SMITH TANK do here agree that, when due, all ad valorem property taxes levied or assessed against its real respective property shall be paid promptly.
- 9. <u>Notices.</u> Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be (a) mailed by United States certified mail, postage prepaid, return receipt requested; (b) delivered by recognized overnight courier; or (iii) delivered in hand, to the respective person at the address stated below or at the last changed address given by such respective person to be notified as hereinafter specified. Any such notice shall be deemed to have been given on the date shown on the return or delivery receipt if address as follows:

BRITCO, L.C. 8811 Veterans Memorial Blvd. Metairie, Louisiana 70003

With A Copy to:

Ralph E. Hood Kizer Hood & Morgan, L.L.P. 2111 Quail Run Drive Baton Rouge, Louisiana 70808

Smith Tank Real Estate, L.L.C. 21951 Waterfront East Drive Maurepas, Louisiana 70449

With A Copy to:

Dwight D. Poirrier A Professional Law Corporation 1420 South Burnside Avenue P.O. Box 868 Gonzales, Louisiana 70707

Any person may, at any time, change its address for the above purposes by mailing as aforesaid a notice stating the change and setting forth the new address.

- 10. <u>Indemnity.</u> In addition to the indemnification provided in 10(c) above, BRITCO and SMITH TANK shall indemnify, hold harmless and defend the other and their respective contractors, agents and employees from and against all claims, demands, suits, costs, expenses and liabilities (including court costs and reasonable attorneys' fees) arising from or in respect of the death, accidental injury, loss or damage caused to any natural person or to the property of any person as shall occur by virtue of any exercise of easement rights hereunder, except as to such death, injury, loss or damage as shall have been caused by the gross negligence or willful misconduct of the identified party, its contractors, agents or employees.
- 11. <u>Hazardous Substances.</u> BRITCO shall indemnify and hold harmless SMITH TANK from any and all costs, expenses, including reasonable attorneys' fees and costs, actions, judgments or criminal penalties for any released and or sold hazardous substances (as the same are defined by federal and state statutes and regulation of governmental agencies having jurisdiction over the same) on or in the property owned by BRITCO.

SMITH TANK shall indemnify and hold harmless BRITCO from any and all costs, expenses, including reasonable attorneys' fees and costs, actions, judgments or criminal penalties for any released and or sold hazardous substances (as the same are defined by federal and state statutes and regulation of governmental agencies having jurisdiction over the same) on or in the property owned by SMITH TANK.

- 12. <u>Covenants Running with the Land</u>. The covenants contained herein, whether affirmative or negative in nature, shall be construed as covenants and not as conditions, and to the fullest extent legally possible all such covenants shall run with the land.
- 13. <u>No Joint Venture or Partnership</u>. Nothing contained in this Agreement shall be construed to make BRITCO and SMITH TANK partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided for in this Agreement.
- 14. <u>Recording.</u> The parties hereto agree that they shall record this Agreement in its entirety. The fees for such recording shall be paid for by SMITH TANK.
- 15. <u>Agreement for Benefit of the Owners.</u> This Agreement is made for the exclusive benefit of BRITCO and SMITH TANK, and their respective heirs, executors, administrators, successors and assigns, and not for any third person. Nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, including any public body, other than BRITCO and SMITH TANK and their respective successors and/or assigns, any rights or remedies under or by reason of this Agreement.
- 16. <u>Captions.</u> The headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provision.
- 17. <u>Laws of Louisiana and Partial Invalidity.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provisions or portion of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such together shall constitute one and the same instrument.
- 19. <u>Gender and Number</u>. All terms contained herein shall be construed, whenever the context of this Agreement so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.
- 20. <u>Binding Effect</u>. This Agreement shall inure to the benefit of BRITCO and SMITH TANK and their respective successors and/or assigns.

(The remainder of this page is intentionally left blank)

THUS DONE AND SIGNED by February, 2014, before m Public, duly commissioned and qualified in ar presence of the undersigned competent witnessed due reading of the whole.	BRITCO, L.C. on the 13-14 day of ne,, the undersigned Notary and for said parish/county and state, and in the es, who have signed with BRITCO, L.C. after a
WITNESSES: SIGNATURE	BRITCO, L.C. 1. Aug Z Surv. BY: V. PRICE LEBLANC, JR.
PRINT NAME	BY CLIFTON DAVID LEBLANC
SIGNATURE KUSEM (4) LIU PRINT NAME	
Shula S NOTARY	PUBLIC PUBLIC
THUS DONE AND SIGNED by Smith day of Habruage, 2014, be Notary Public, duly commissioned and qualified the presence of the undersigned competent witne Real Estate, L.L.C. after a due reading of the who	l in and for said parish/county and state, and in sses, who have signed with Smith Tank & Steel
WITNESSES: CHULLAND SIGNATURE	Smith Tank & Steel Real Estate, L.L.C. BY: DAVID HUBBARD, Duly Authorized
Christian Mians PRINT NAME -	·
Java Pupsail	
Tara Pipsair PRINT NAME	
Stacey a. Brye NOTARY	mar— PUBLIC
Stacey A. Bozema No t ary Public #572	n . 28

Exhibit "A"

