

Exhibit F.

South Lafourche Airport South Site

Partial Title Abstract



South Lafourche Airport South Site Partial Title Abstract

STATE OF LOUISIANA
PARISH OF LAFOURCHE

AGREEMENT OF SALE, SERVITUDE AND CORRECTION

KNOW ALL MEN BY THESE PRESENTS, dated January 29, 2002, that **THE LOUISIANA LAND AND EXPLORATION COMPANY**, a Maryland corporation, a wholly owned subsidiary of Burlington Resources Inc., authorized to and doing business in the State of Louisiana, ("Vendor"), herein represented by its duly authorized and undersigned representative, does hereby sell, convey, transfer and deliver unto:

GREATER LAFOURCHE PORT COMMISSION, a body corporate and a political subdivision with expropriation authority of the State of Louisiana ("Port Commission"), herein represented by its President, duly authorized by resolution of its Board of Commissioners, a certified copy of which is attached hereto, who accepts and acknowledges due delivery and possession thereof, all and singular, that certain 1,250.4 acre tract situated in Sections 34 and 57 of Township 19 South - Range 21 East and Sections 8, 35, 36, 37 and 38 of Township 19 South - Range 22 East, Lafourche Parish, Louisiana, as more particularly described on Exhibit "A" attached hereto and made a part hereof and additionally shown as Tracts "A", "B", "C", "D" and "E" on the survey plat and map attached as Exhibit "B" and Exhibit "B-1" hereto and made a part hereof (the "Property"), together with all buildings, constructions and other improvements owned by Vendor thereon and all component parts thereof (the "Improvements"), and any and all fixtures, appliances, pumps, mechanical equipment, drainage pipes and culverts, facilities and other equipment owned by Vendor and situated thereon to the extent described on Exhibit "C" hereto (collectively, the "Personal Property"). The said Property, Improvements and Personal Property are herein referred to collectively as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property, on the terms, conditions and reservations hereof, forever.

This sale is made and accepted for and in consideration of the price and sum of TWO MILLION ONE HUNDRED THOUSAND AND NO/100 (\$2,100,000.00) Dollars, cash, which the Port Commission has paid to Vendor, who acknowledges receipt thereof and grants full acquittance and discharge therefor, and other good and valuable consideration, the sufficiency of which is hereby acknowledged.

This sale is further made and accepted upon and subject to the following terms, conditions and reservations:

1. Vendor expressly excepts and reserves from this sale the entirety of all oil, gas and other minerals and mineral rights in, on and under of the Property, together with all rights to grant mineral leases, mineral royalties and mineral servitudes and any other interest in mineral rights or production with respect thereto, to receive all income, royalties, rents, bonuses or other payments in connection therewith, and to explore for and develop the Property for production of subsurface minerals and to reduce the same to possession for sale or use (collectively, Vendor's "Mineral Rights").

a. Vendor's right to use the surface to of the Property in connection with the exercise of the Mineral Rights is subject to (and only subject to) any restriction, limitation or prohibition on such use which may now exist or hereafter become applicable to the Property by express law, rule or regulation of any governmental agency, including, without limitation, the Federal Aviation Authority ("FAA") or any successor thereto; and, if such surface use hereafter becomes so prohibited, Vendor agrees to exercise its Mineral Rights in respect thereto by directional drilling or mining methods from other property. Otherwise, Vendor specifically reserves, for itself, successors and assigns, the right to use the surface and subsurface of any and all portions of the Property in connection with mineral operations pursuant to any exercise of the Mineral Rights, and for the storage, treatment and transportation of oil, gas and other hydrocarbons, regardless of whether such hydrocarbons are produced from the Property or other lands. Operations on the Property as permitted hereunder in connection with the exercise of the Mineral Rights shall be conducted by Vendor, its successors or assigns, or anyone acting through or by authority of Vendor, or its successors or assigns, including, without limitation, mineral lessees, in a lien free manner at no cost to Port Commission. In addition, Vendor hereby agrees to indemnify Port Commission (and its members, officers, directors, agents and invitees) (the "Port Commission Indemnitees") and hold harmless, protect and defend the Port Commission Indemnitees against any demand, cause of action, loss, damage, liability, cost or expense (including reasonable attorneys fees, court costs, consultant fees, remediation, clean up or other response costs) of any and every kind or character whether known or unknown to Vendor, fixed or contingent, hereafter suffered or incurred by the Port Commission Indemnitees, or their successors or assigns, as a result of any past,

present or future exercise of the Mineral Rights by Vendor and/or any present or future exercise thereof by Vendor's successors or assigns, or anyone acting through or by authority of Vendor, or its successors or assigns. Vendor's foregoing hold harmless and indemnity obligation shall not, however, have any application to any above-mentioned demand, cause of action, loss, damage, liability, cost or expense related to a past exercise of the Mineral Rights by any of Vendor's mineral lessees on the Property under any mineral lease granted by Vendor that terminated by its terms prior to the effective date of this Agreement.

b. Vendor and Port Commission agree that their respective usage of the Property (or usage by anyone acting through or by authority of Vendor or Port Commission or their successors or assigns) shall not unreasonably interfere with use by the other, which use shall include, but not be limited to, any actual or reasonably planned development thereof for an airport or any other commercial or industrial usage by Port Commission, its lessees, successors or assigns.

c. Vendor shall have the free right to use any existing road, canal or waterway on any portion of the Property in connection with any exercise of the Mineral Rights, and, subject to the limitation in subparagraph a. above and to obtaining any required authorization from regulatory agencies with jurisdiction over such matters, the further free right to construct and maintain new roads and/or production facilities on any portion of the Property where Vendor deems such use, operations or facilities to be necessary or desirable in the exercise of its Mineral Rights.

d. Any production of any oil or gas from or attributed (by voluntary or forced pooling and/or unitization or integration) to any of the Property which is burdened by any mineral servitude that might arise out of or resulting from Vendor's reservation of Mineral Rights hereunder will constitute a use of the entirety of the Property burdened by such mineral servitude.

2. The above and foregoing reservation of minerals and mineral rights to Vendor is further made pursuant to and in accordance with all terms and provisions of Louisiana Revised Statute 31:149, which are incorporated herein by reference.

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3. This sale is made without any warranty, express or implied, not even for the return of the purchase price, or any portion thereof, except as to claims arising by, through or under Vendor's own acts other than permits, servitudes, surface leases, mineral leases and other contracts or agreements which are of record in Lafourche Parish, Louisiana, and any unrecorded contract or agreement as to which this Agreement is made subject by its express terms, and otherwise with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has against all prior owners of the Property. Any and all Improvements and Personal Property are conveyed hereunder without any warranty, express or implied, as to condition, fitness or suitability for use for any purpose or in any respect whatsoever, the same being sold and accepted hereunder "AS IS, WHERE IS".

4. Port Commission further waives and releases Vendor from any and all claims and agrees to hold Vendor and its parent, subsidiary and affiliated companies and entities, and the officers, directors, employees, members, agents and insurers of the same (collectively, "Vendor Indemnitees") harmless from and against any demands, causes of action, liens, loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, consultant's fees, remediation, clean up or other response costs) of any and every kind or character (collectively, "Claims"), whether known or unknown to Port Commission, fixed or contingent, suffered or incurred by Vendor or Port Commission, their respective successors or assigns, as an owner or former owner of the Subject Property, in respect to any condition on, under or related to the Subject Property, including, without limitation, Claims under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.); the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations as they now exist or may subsequently be modified, supplemented or amended (collectively, "Environmental and Regulatory Laws"), provided, however, that neither the foregoing release given by Port

Commission nor the hold harmless and indemnity obligation it assumes to Vendor Indemnitees in this Paragraph 4 shall have any application in respect to any Claims as to which Port Commission Indemnitees are indemnified by Vendor pursuant to Paragraph 1.b. of this Agreement. Vendor represents to Port Commission that Vendor has no knowledge of any condition on or in respect to the Property which would be in violation of Environmental and Regulatory Laws existing on the effective date of this Agreement as a consequence of any mineral operations having been conducted thereon or otherwise. Port Commission further acknowledges that the Property is located in a reclamation area, that it is familiar with the condition of both the ring levees around that reclamation area and all of the equipment and facilities used in relation to it, that Vendor makes no representation or warranty, express or implied, regarding the condition or utility of any of the same in any respect, that Vendor assumes no obligation to Port Commission in respect to the condition, maintenance or upkeep of any of the same and Port Commission hereby agrees to and does release and relieve Vendor from any liability or responsibility in connection therewith.

5. Vendor does hereby grant to Port Commission a non-exclusive perpetual servitude of passage (the "20' Access Servitude"), over and across the area shown and described as "Access Area" on the plat attached as Exhibit "B-2" hereto. This 20' Access Servitude is to be used by Port Commission, its agents, invitees, successors and assigns solely for access to the Subject Property from any and all public roads connecting with any road now existing or hereafter situated in the Access Area. Such use of the 20' Access Servitude will be in common with Vendor, its successors and assigns. Vendor expressly reserves the right to make any and all other uses of the surface or subsurface of the Access Area which Vendor deems desirable, provided, however, any such use by Vendor shall not unreasonably interfere with Port Commission's use thereof as permitted hereunder. The cost to repair damage caused to the servitude area referred to above which directly results from either party's use thereof (including use by such party's agents, contractors, invitees or representatives) over and above ordinary wear and tear resulting from light passenger vehicular traffic shall be borne solely by the party on whose account the use causing such damage was made.

6. All ad valorem taxes up to and including the taxes due and exigible in 2001 have been paid by the Vendor in respect to the Property; taxes for the year 2002 have been prorated as of

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the date of this sale. Port Commission will pay such taxes due for the year 2002 and bill Vendor for its prorated share thereof.

7. This Agreement is subject to any and all instruments of public record bearing upon and affecting the Property as of the date hereof and all unrecorded instruments described on Exhibit "D" hereto (if any).

8. This Agreement may be executed in counterpart originals; it shall be effective as of the date first recited above when fully executed in original or counterpart originals by Vendor and Port Commission.

AND NOW, in order to correct an erroneous Township and Range reference made in the first page of that certain Agreement of Sale dated November 20, 2001 and recorded COB 1480, Folio 826, Entry No. 905515, Lafourche Parish, Louisiana previously entered into by and between Vendor and Port Commission, they do hereby acknowledge that the property subject to that sale is in fact situated in Township 19 South, Range 22 East, Lafourche Parish, as correctly described in Exhibit "A" to said instrument, and not in Townships 22 and 23 South, Range 22 East as incorrectly stated on the first page thereof.

IN WITNESS WHEREOF, this instrument is executed in triplicate originals in the presence of the undersigned competent witnesses.

WITNESSES:

Walter J. Kent

P. A. May

Guy Belsy

Kathleen Narone

THE LOUISIANA LAND AND
EXPLORATION COMPANY,
a wholly owned subsidiary of
Burlington Resources Inc.

By:

Hunter L. Malson
Vice President

GREATER LAFOURCHE PORT
COMMISSION

By:

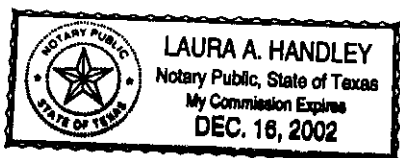
Ted M. Falgout
Executive Director

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 23rd day of January, 200~~1~~², before me appeared HUNTER L. MALSON, to me personally known, who, being by me duly sworn, did say that he is the Vice President of THE LOUISIANA LAND AND EXPLORATION COMPANY, a Maryland corporation, a wholly owned subsidiary of Burlington Resources Inc., authorized to and doing business in the State of Louisiana, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.



Laura A Handley
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF TERREBONNE

On this 21st day of January, 200~~1~~², before me appeared Ted M. Falgout to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the GREATER LAFOURCHE PORT COMMISSION, that he executed the foregoing instrument on behalf of said Commission and that the instrument was signed pursuant to the authority granted to him by said Commission and that he acknowledged the instrument to be the free act and deed of said Commission.

Loulan J. Pitre, Jr.
Notary Public for the State of Louisiana
My Commission is for Life.

Loulan P Pitre
NOTARY PUBLIC

h:kin/Land Sales/GLPC Final Sale-Balance

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EXHIBIT "A"

PROPERTY DESCRIPTION FOR EAST GOLDEN MEADOW TRACT "A"

Description of a certain tract of land on the left descending bank of Bayou Lafourche, in Sections 35, 36, 37 & 38, T-19-S, R-22-E, Lafourche Parish.

Commencing at an 3" existing concrete marker at the southwest corner of Section 36 T-19-S, R-22-E, having Lambert Grid coordinates of N=336,934.84 & E=3,617,588.90 (La. South Zone, NAD 1983, 1992 adjustment), said marker having called 1927 coordinates of N=276,229.59 and E=2,336,781.71, said point being the POINT OF BEGINNING;

thence at a bearing of N 1° 31' 22" W for a distance of 3846.43' to a ½" iron pipe on the southern right-of-way of Airport Road;

thence along said right-of-way at a bearing of N 57° 52' 04" E for a distance of 256.10' to a ½" iron pipe;

thence continuing along said right-of-way along a tangent curve to the right having a radius of 697.94', for a distance of 372.79' to a ½" iron pipe;

thence continuing along said right-of-way at a bearing of N 88° 28' 15" E for a distance of 2568.44' to a ½" iron pipe;

thence continuing along said right-of-way at a bearing of N 1° 17' 24" W for a distance of 107.95' to a ½" iron pipe;

thence along the southern property line of the South Lafourche Airport District at a bearing of N 88°28'15" E for a distance of 1960.15' to a ½" iron pipe;

thence along the eastern property line of the South Lafourche Airport District at a bearing of N 0°52'44" W for a distance of 1168.04' to a ½" iron pipe on the section line between Section 8 and Section 36;

thence along said section line at a bearing of N 88°31'53" E for a distance of 164.22' to a ½" iron pipe on the western high bank of a canal;

thence along the western high bank of said canal at a bearing of S 0°06'59" E for a distance of 3018.19' to a ½" iron pipe;

thence continuing along the high bank of said canal at a bearing of S 39°12'13" E for a distance of 2758.88' to a ½" iron pipe;

thence at a bearing of S 83°42'37" W for a distance of 211.80' to a ½" iron pipe on the eastern high bank of a drainage canal;

thence along the eastern high bank of said canal at a bearing of S 22°26'37" E for a distance of 1870.66' to a ½" iron pipe;

thence at a bearing of S 68°34'17" W along the section line between Section 37 & 38, and Section 31 for a distance of 5015.96' to a concrete marker;

thence at a bearing of N 1°26'08" W for a distance of 3322.96' to an existing 3" iron pipe on the section line between Section 36 and Section 37;

thence along said section line between Section 36 and Section 37 at a bearing of S 88°28'50" W for a distance of 2640.07' to the POINT OF BEGINNING, containing 800.6 acres more or less.

Said Tract "A" is more fully shown on a plat entitled "SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY LL&E COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E, & SEC. 8, 35, 36, 37 & 38, T-19-S, R-22-E, GOLDEN MEADOW, LAFOURCHE PARISH, LOUISIANA", DATED January 4, 2002, by J. Wayne Plaisance Inc. (sheet 1 OF 1)

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449

EXHIBIT "A"

PROPERTY DESCRIPTION FOR EAST GOLDEN MEADOW TRACT "B"

Description of a certain tract of land on the left descending bank of Bayou Lafourche, in Sections 34 & 57, T-19-S, R-21-E, and Sections 8 & 36, T-19-S, R-22-E, Lafourche Parish.

Commencing at an existing 3" concrete marker at the southwest corner of Section 7, T-19-S, R-22-E, having Lambert Grid coordinates of N=347,567.70 & E=3,617,469.31 (La. South Zone, NAD 1983, 1992 adjustment), said marker having called 1927 coordinates of N=286,863.70 and E=2,336,656.31, said point being the POINT OF BEGINNING;

thence along the section line between Section 7 and Section 8 at a bearing of N 88° 28' 13" E for a distance of 596.76' to a point;

thence along the section line between Section 7 and Section 8 at a bearing of N 88° 33' 44" E for a distance of 499.57' to a ½" iron pipe;

thence at a bearing of S 1° 17' 24" E for a distance of 2564.63' to a ½" iron pipe;

thence at a bearing of N 88° 42' 36" E for a distance of 1540.00' to a ½" iron pipe;

thence at a bearing of S 1° 17' 24" E for a distance of 3731.24' to a ½" iron pipe;

thence at a bearing of S 3° 25' 03" W for a distance of 170.69' to a ½" iron pipe on the northern right-of-way of Airport Road;

thence along said right of way at a bearing of S 85° 18' 40" W for a distance of 95.70' to a ½" iron pipe;

thence along said right-of-way at a bearing of S 88° 28' 15" W for a distance of 2088.14' to a ½" iron pipe;

thence along said right-of-way along a tangent curve to the left having a radius of 777.94', for a distance of 415.52' to a ½" iron pipe;

thence continuing along said right-of-way at a bearing of S 57° 52' 04" W for a distance of 208.77' to a ½" iron pipe;

thence at a bearing of N 1° 31' 22" W for a distance of 4310.45' to an existing concrete marker;

thence at a bearing of N 21° 15' 09" W for a distance of 578.22' to an existing concrete marker;

thence at a bearing of N 17° 34' 26" W for a distance of 1817.65' to an existing concrete marker;

thence at a bearing of N 21° 34' 32" W for a distance of 906.92' to an existing concrete marker;

thence at a bearing of N 15° 40' 47" W for a distance of 575.34' to an existing concrete marker;

thence at a bearing of N 88° 26' 14" E for a distance of 1313.59' to an existing concrete marker;

thence at a bearing of S 1° 29' 50" E for a distance of 1319.24' to an existing 3" concrete marker at the POINT OF BEGINNING, containing 379.1 acres more or less.

Said Tract "B" is more fully shown on a plat entitled "SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY LL&E COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E, & SEC. 8, 35, 36, 37 & 38, T-19-S, R-22-E, GOLDEN MEADOW, LAFOURCHE PARISH, LOUISIANA", DATED January 4, 2002, by J. Wayne Plaisance Inc., (sheet 1 of 1).

908600**450****EXHIBIT "A"****PROPERTY DESCRIPTION FOR EAST GOLDEN MEADOW TRACT "C"**

Description of a certain tract of land on the left descending bank of Bayou Lafourche, in Sections 8 & 36, T-19-S, R-22-E, Lafourche Parish.

Commencing at an existing 3" concrete marker at the southwest corner of Section 7, T-19-S, R-22-E, having Lambert Grid coordinates of N=347,567.70 & E=3,617,469.31 (La. South Zone, NAD 1983, 1992 adjustment), said marker having called 1927 coordinates of N=286,863.70 and E=2,336,656.31; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 28' 13" E for a distance of 596.76' to a point; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 33' 44" E for a distance of 722.93' to an existing concrete marker; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 31' 13" E for a distance of 1607.56'; thence at a bearing of S 1° 17' 24" E for a distance of 969.40' to a ½" iron rod; said point being the POINT OF BEGINNING;

thence at a bearing of S 1° 17' 24" E for a distance of 5484.35' to a ½" iron pipe;

thence at a bearing of S 85° 18' 40" W along the northern right-of-way of Airport Road for a distance of 255.14' to a ½" iron rod;

thence at a bearing of N 3° 25' 03" E for a distance of 166.77' to a ½" iron rod;

thence at a bearing of N 1° 17' 24" W for a distance of 5333.26' to a ½" iron rod;

thence at a bearing of N 88° 42' 36" E for a distance of 241.00' to a ½" iron rod at the POINT OF BEGINNING, containing 30.4 acres more or less.

Said Tract "C" is more fully shown on a plat entitled "SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY LL&E COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E, & SEC. 8, 35, 36, 37 & 38, T-19-S, R-22-E, GOLDEN MEADOW, LAFOURCHE PARISH, LOUISIANA", DATED January 4, 2002, by J. Wayne Plaisance Inc., (sheet 1 of 1)

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451

EXHIBIT "A"

PROPERTY DESCRIPTION FOR EAST GOLDEN MEADOW TRACT "D"

Description of a certain tract of land on the left descending bank of Bayou Lafourche, in Sections 8 & 36, T-19-S, R-22-E, Lafourche Parish.

Commencing at an existing 3" concrete marker at the southwest corner of Section 7, T-19-S, R-22-E, having Lambert Grid coordinates of N=347,567.70 & E=3,617,469.31 (La. South Zone, NAD 1983, 1992 adjustment), said marker having called 1927 coordinates of N=286,863.70 and E=2,336,656.31; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 28' 13" E for a distance of 596.76', to a point; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 33' 44" E for a distance of 722.93' to an existing concrete marker; thence along the section line between Section 7 and Section 8 at a bearing of N 88° 31' 13" E for a distance of 1607.56', said point being the POINT OF BEGINNING.

thence along the western right of way of the Airport Road at a bearing of S 1°17'24" E for a distance of 6453.75' to a ½" iron pipe;

thence along said right of way at a bearing of S 85°18'40" W for a distance of 401.32' to a ½" iron pipe;

thence along said right of way at a bearing of S 88°28'15" W for a distance of 2088.14' to a ½" iron pipe;

thence along said right of way along a curve to the right having a radius of 777.94' for a distance of 415.52' to a ½" iron pipe;

thence along said right of way at a bearing of S 57°52'04" W for a distance of 208.77' to a ½" iron pipe;

thence at a bearing of S 1°31'22" E for a distance of 92.95' to a ½" iron pipe;

thence along the right of way of Airport Road at a bearing of N 57°52'04" E for a distance of 256.10' to a ½" iron pipe;

thence along said right of way along a curve to the right having a radius of 697.94' for a distance of 372.79' to a ½" iron pipe;

thence along said right of way at a bearing of N 88°28'15" E for a distance of 2568.44' to a ½" iron pipe;

thence along said right of way at a bearing of N 1°17'24" W for a distance of 6447.84', to a point;

thence at a bearing of S 88°31'13" W for a distance of 80.00' to the POINT OF BEGINNING, containing 17.8 acres more or less.

Said Tract "D" is more fully shown on a plat entitled "SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY LL&E COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E, & SEC. 8, 35, 36, 37 & 38, T-19-S, R-22-E, GOLDEN MEADOW, LAFOURCHE PARISH, LOUISIANA", DATED January 4, 2002, by J. Wayne Plaisance Inc, (sheet 1 OF 1).

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452

EXHIBIT "A"

PROPERTY DESCRIPTION FOR EAST GOLDEN MEADOW TRACT "E"

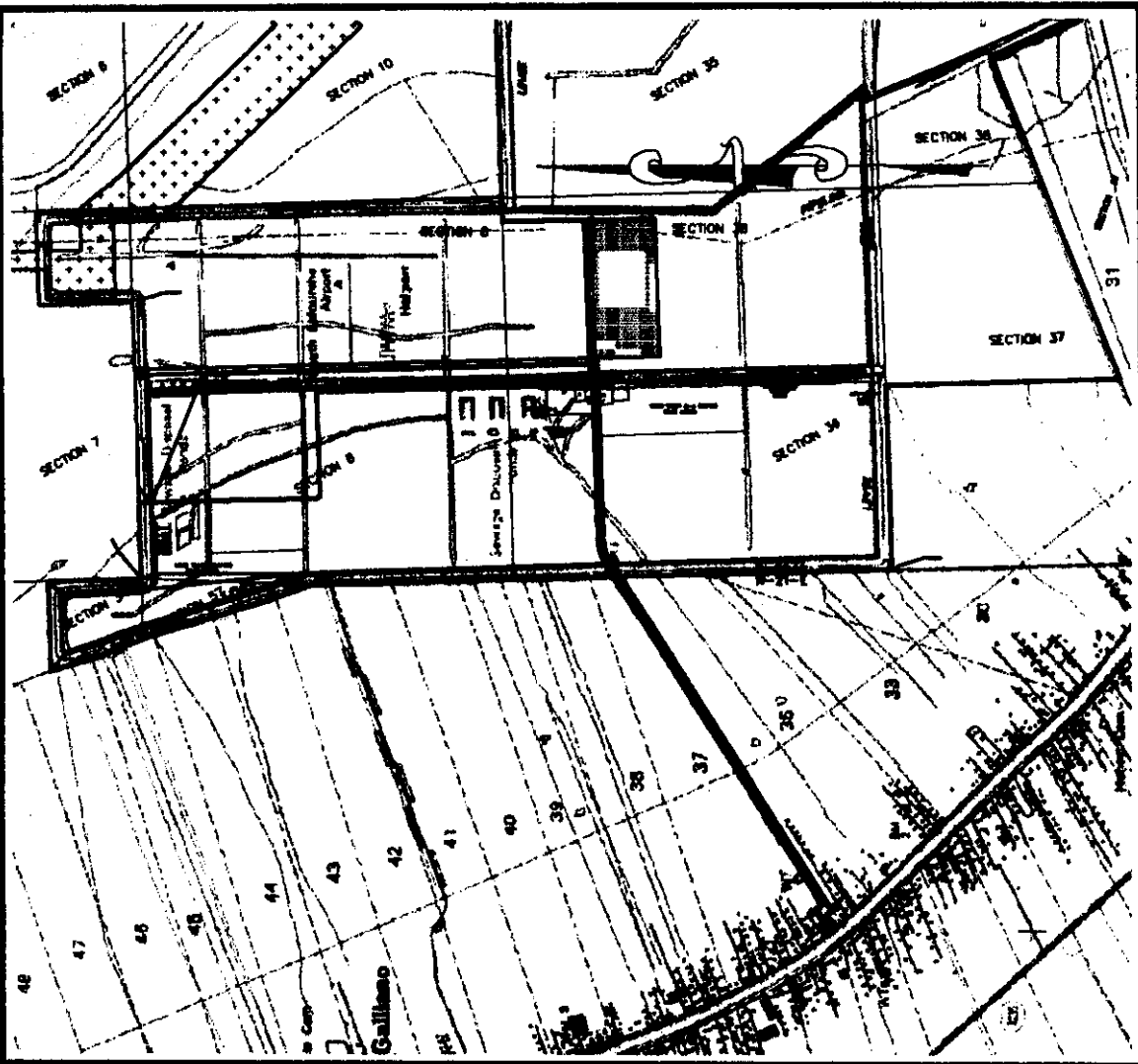
Description of a certain tract of land on the left descending bank of Bayou Lafourche, located in Sections 35 and 37, T19S-R21E, Lafourche Parish.

Said tract includes two (2) parcels of property, containing 22.5 acres more or less and listed as follows:

- Parcel 1 Property purchased from H. H. Timken dated February 2, 1926, COB 57, Folio 538 and recorded May 12, 1926 in the Parish of Lafourche. Property is described as a parcel of land 100' in width, fronting on Bayou Lafourche, by a depth of survey, located in Section 37, T19S-R21E, less and except that portion sold to the Lafourche Parish Water District No. 1 for a water tower site.
- Parcel 2 Property purchased from Widless Brunet dated December 6, 1961, COB 288, Folio 376, and recorded December 6, 1961 in the Parish of Lafourche, Property is described as a parcel of land measuring approximately 96' front on Bayou Lafourche, by a depth of approximately 28 arpents, bounded above by property of LL&E, below by property of Larry Guidry, or assigns, in front by the waters edge of Bayou Lafourche and rear by property of LL&E. Less and except that portion of the herein above described property which is situated easterly of the Eastern Right-of-Way Limit of the public highway (LA Hwy 308) crossing said property, and west of a line drawn 200' east of, and parallel to, the Eastern Right-of-Way Limit of said public highway, said excepted portion measuring approximately 96' front, by a depth of 200', and that portion sold to the Lafourche Parish Water District No. 1 for a water tower site.

Said Tract "E" is more fully shown on a map entitled "Exhibit B-1", "Map Showing Property to be Sold by The Louisiana Land and Exploration Company to the Greater Lafourche Port Commission, Located in Sections 35 and 37, T19S-R21E, Lafourche Parish, Louisiana", dated December 11, 2001.

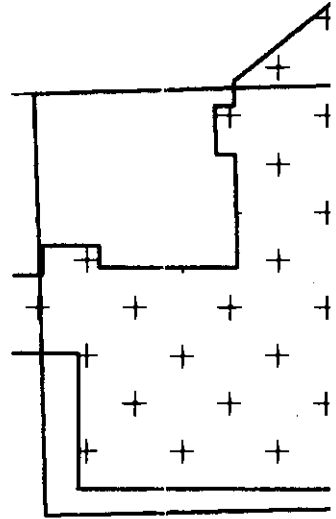
klr/Land Sales/GLPC Balance Description



P 453
CB 1485

SECTION 6

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FLOOD ZONE INFORMATION: SCALE 1" = 3000'
 COMM. PANEL NO. 225202, FIRM PANEL 585C & 595C, FLOOD ZONE
 A-1, BASE FLOOD EL. +3.0', A-99, BASE FLOOD EL. +3.0, & A-99,
 BASE FLOOD EL. +2.5, BY L.O.M.R. DATED 9/8/89

P.O.B. TRACT

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SECTION 7

P.O.B. TRACT

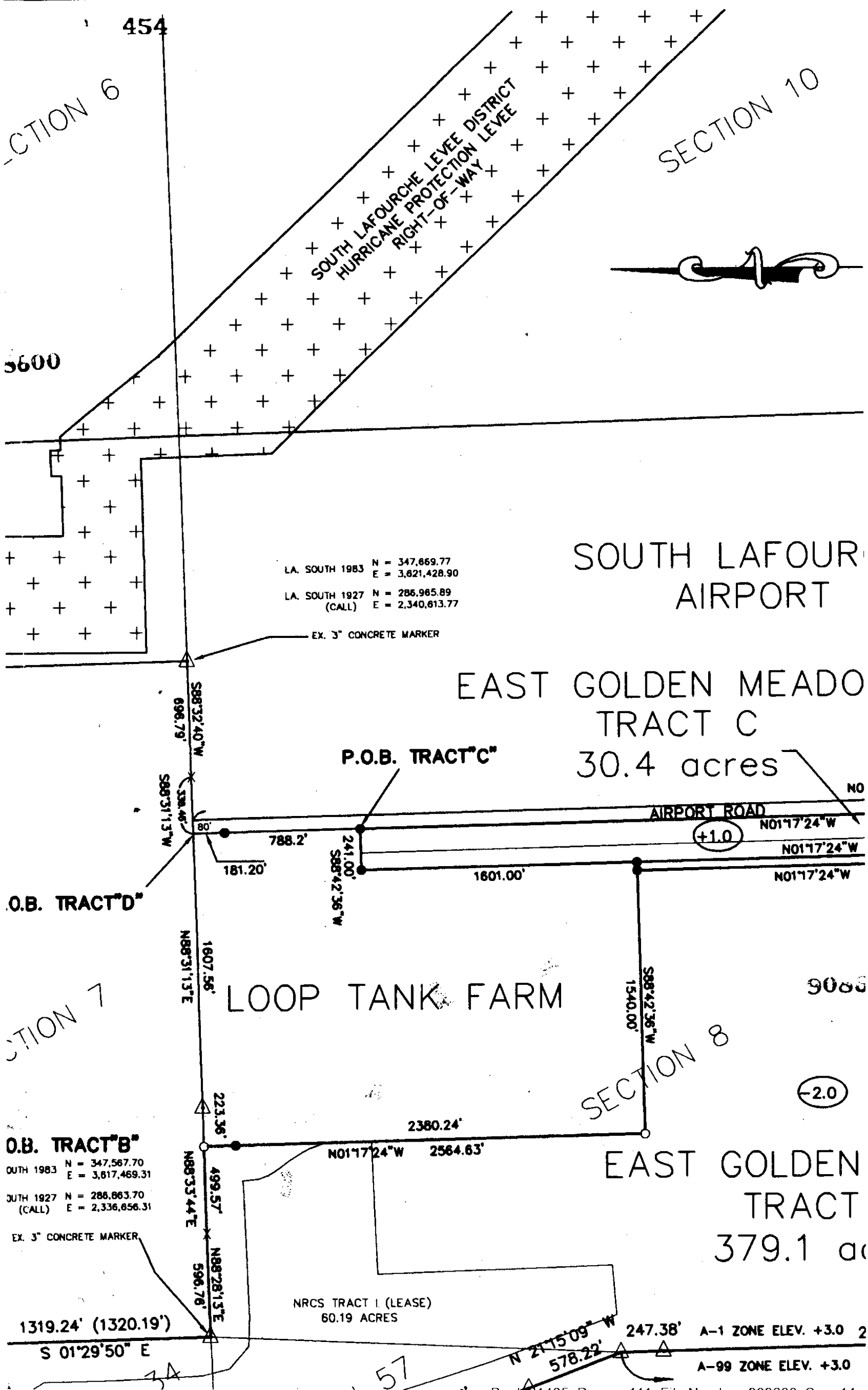
LA. SOUTH 1983 N = 347.5
E = 3,617.

LA. SOUTH 1927 N = 298.0
(CALL) E = 2,336.

EX. 3" CONCRETE MAR

1319.24' (13:

S 01°29'50



L.A. SOUTH 1983 N = 347,669.77
 E = 3,821,428.90
 L.A. SOUTH 1927 N = 286,985.89
 (CALL) E = 2,340,613.77

SOUTH LAFOURCHE
 AIRPORT

EAST GOLDEN MEADOW
 TRACT C
 30.4 acres

P.O.B. TRACT C

AIRPORT ROAD
 +1.0
 N01°17'24"W
 N01°17'24"W
 N01°17'24"W

O.B. TRACT D

LOOP TANK FARM

SECTION 8
 -2.0

O.B. TRACT B

L.A. SOUTH 1983 N = 347,567.70
 E = 3,817,469.31
 L.A. SOUTH 1927 N = 286,863.70
 (CALL) E = 2,336,656.31

EAST GOLDEN
 TRACT
 379.1 acres

NRCS TRACT I (LEASE)
 60.19 ACRES

1319.24' (1320.19')
 S 01°29'50" E

N 21°15'09" W 247.38'
 578.22'
 A-1 ZONE ELEV. +3.0
 A-99 ZONE ELEV. +3.0

908600

455

SECTION 35

1000 NORTH 1.A.

EX. 3" CONCRETE MARKER

SECTION 8

SECTION 36

RCHE

EAS

OW

(-3.0)

AIRPORT RESTRICTED AREA (PART OF TRACT A)

100' DRAINAGE SERVITUDE

N01°17'24"W 6447.84'

5484.35'

5333.26'

3731.24' (3730.2')

892.05'

NRCS TRACT III-A .72 ACRES (LEASE)

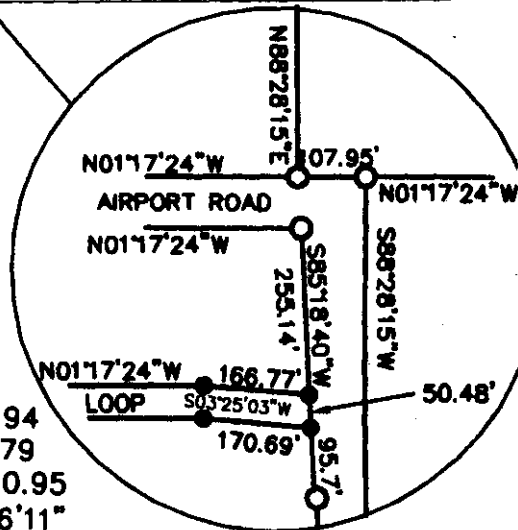
NRCS TRACT III-B 1.25 ACRES (LEASE)

NRCS TRACT IV-A (LEASE) 32.22 ACRES

EAST GOLDEN MEADOW TRACT D (ACCESS ROAD) 17.8 acres

R=777.94
L=415.52
Tan=212.84
Δ=30°36'11"

R=697.94
L=372.79
Tan=190.95
Δ=30°36'11"



721.44'

1267.81'

2693.60'

N01°31'22"W

8249.83'

456

35

SECTION 36

SECTION 38

EAST GOLDEN MEADOW TRACT A 800.6 acres

(-3.0)

(-3.0)

SECTION 3

DRAINAGE PUMP STATION

NRCS TRACT IV-B 1.15 ACRES (LEASE)

NRCS TRACT IV-C .3 ACRES (LEASE)

SECTION 36

(-2.0)

P.O.B. TRACT A

LA. SOUTH 1983 N = 336,934.84 E = 3,617,588.90

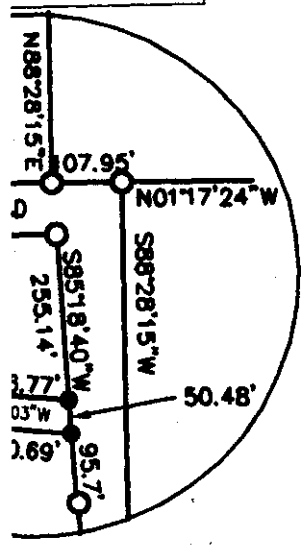
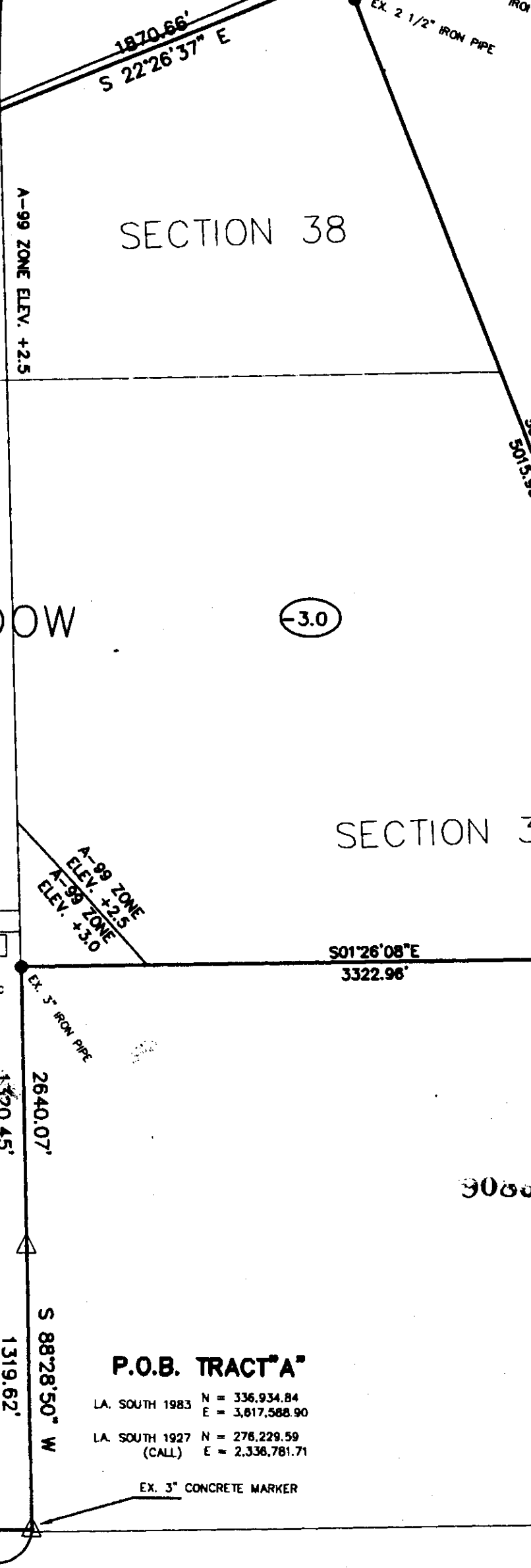
LA. SOUTH 1927 N = 276,229.59 (CALL) E = 2,336,781.71

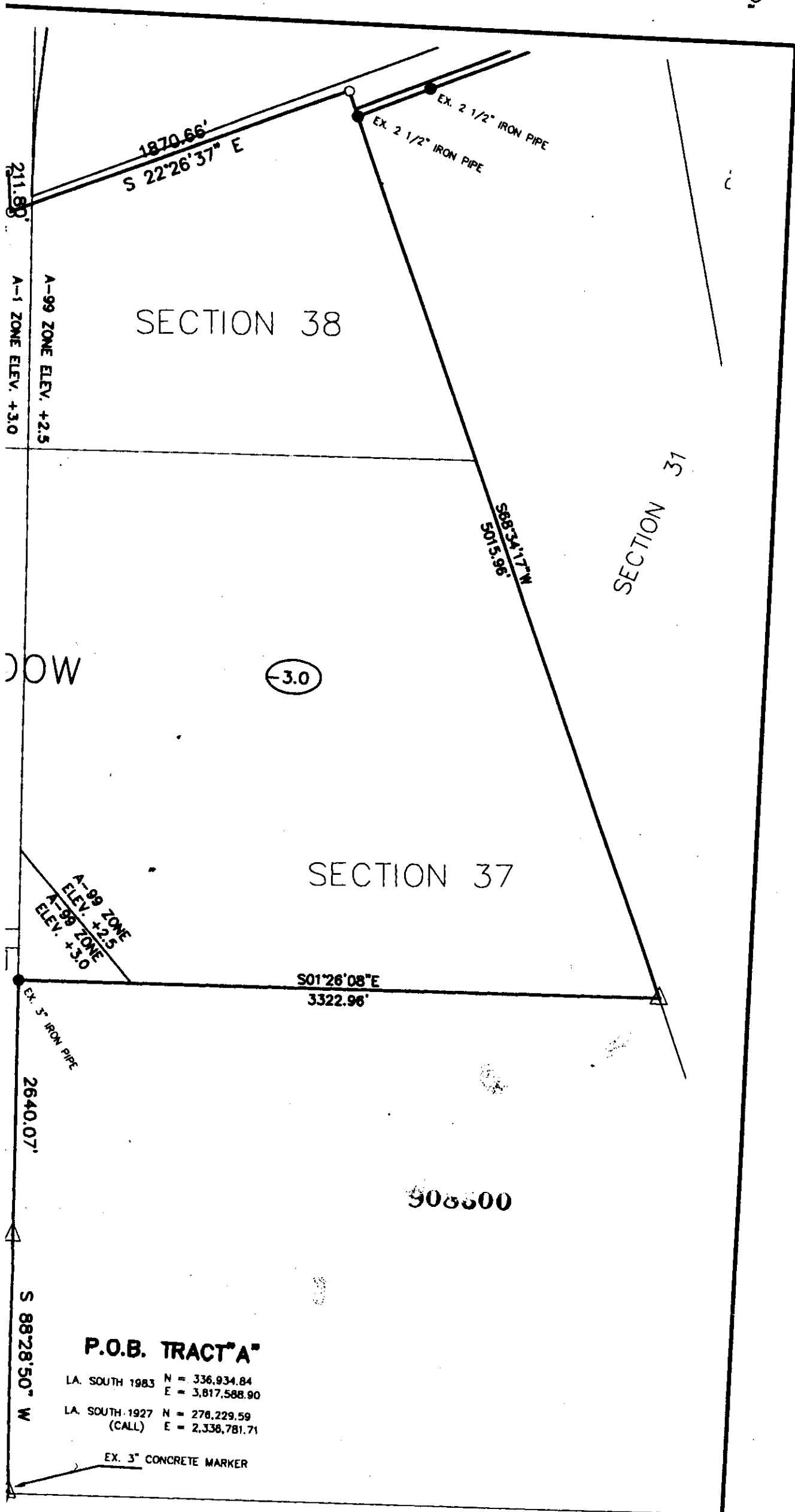
EX. 3" CONCRETE MARKER

R-22-E

R-21-E

1319.60'





SECTION 38

SECTION 37

SECTION 37

(-3.0)

908500

P.O.B. TRACT "A"

- L.A. SOUTH 1983 N = 336,934.84
E = 3,817,588.90
- L.A. SOUTH 1927 N = 278,229.59
(CALL) E = 2,338,781.71

EX. 3" CONCRETE MARKER

458

908600

908600

REF. MAPS: STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT, OFFICE OF AVIATION & PUBLIC TRANSIT, BOUNDARY MAP, STATE PROJECT NO. 977-29-02, LAFOURCHE PARISH AIRPORT, SHEET # 1 & 2, DATED 2/26/1980, BY WAYNE PLAISANCE, INC.

SURVEY PLAT SHOWING A PARCEL OF LAND OWNED BY THE LOUISIANA LAND & EXPLORATION COMPANY, LABELED AS 1, BEING LOCATED IN SECTIONS 8 & 36, T-19-S, R-22-E, TO BE PURCHASED BY LOOP, LLC, DATED 11/2/2000, BY LAFOURCHE PICCIOLA, INC.

EXHIBIT "A," PROPOSED BOUNDARY AGREEMENT BETWEEN THE LOUISIANA LAND & EXPLORATION COMPANY & LAFOURCHE REALTY COMPANY AND BETWEEN THE LOUISIANA LAND & EXPLORATION COMPANY AND A. T. DUSENBERRY, ET AL, IN T-19-S, R-22-E, & T-19-S, R-23-E, DATED OCTOBER 20, 1966 REVISED DECEMBER 1977, BY H. G. SNEED

SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY L.L. & COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E & SEC. 7, 8, 35, 36, & 37, T-19-S, R-22-E, GOLDEN MEADOW LAFOURCHE PARISH, LOUISIANA, SHEET 2 OF 4, BY J. WA PLAISANCE INC., DATED AUGUST 30, 2001 AND RECORDED NOVEMBER 15, 2001 UNDER ENTRY #904568

COORDINATES AND BEARINGS SHOWN ARE LAMBERT LA. SOUTH ZONE NAD 83 (1992 ADJUSTMENT) SANDAS N=329,644.14 AZIMUTH MARK E=3,618,576.50

2

P.O.B. TRACT "D"

459

LOOF

908600

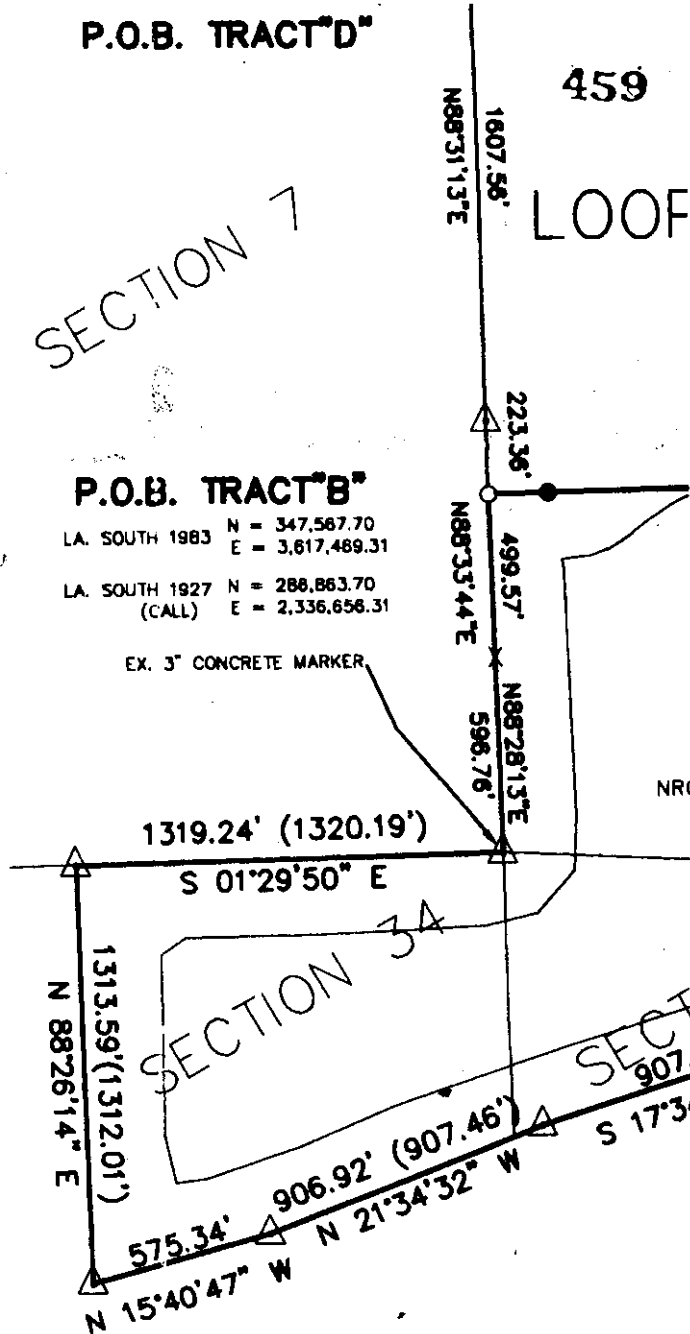
SECTION 7

P.O.B. TRACT "B"

LA. SOUTH 1983 N = 347,567.70
E = 3,617,489.31

LA. SOUTH 1927 N = 288,863.70
(CALL) E = 2,336,656.31

EX. 3" CONCRETE MARKER



STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF AVIATION & PUBLIC TRANSIT, BOUNDARY MAP, STATE PROJECT NO. 977-29-02, LAFORCHE PARISH AIRPORT, SHEET # 1 & 2, DATED 2/26/1980, BY J. WAYNE PLAISANCE, INC.

908600

SURVEY PLAT SHOWING A PARCEL OF LAND OWNED BY THE LOUISIANA LAND & EXPLORATION COMPANY, LABELED AS LOT 1, BEING LOCATED IN SECTIONS 8 & 36, T-19-S, R-22-E, TO BE PURCHASED BY LOOP, LLC, DATED 11/2/2000, BY LARRY J. PICCIOLA, INC.

EXHIBIT "A," PROPOSED BOUNDARY AGREEMENT BETWEEN LL&E COMPANY & LAFORCHE REALTY COMPANY AND BETWEEN LL&E COMPANY AND A. T. DUSENBERRY, ET AL, IN T-19-S, R-22-E, & T-19-S, R-23-E, DATED OCTOBER 20, 1966 & REVISED DECEMBER 1977, BY H. G. SNEED

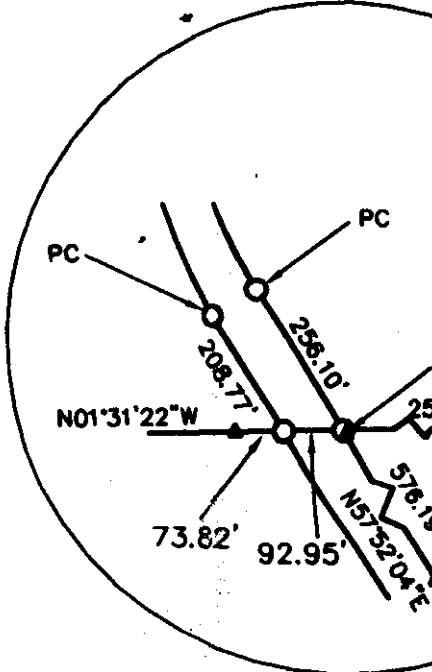
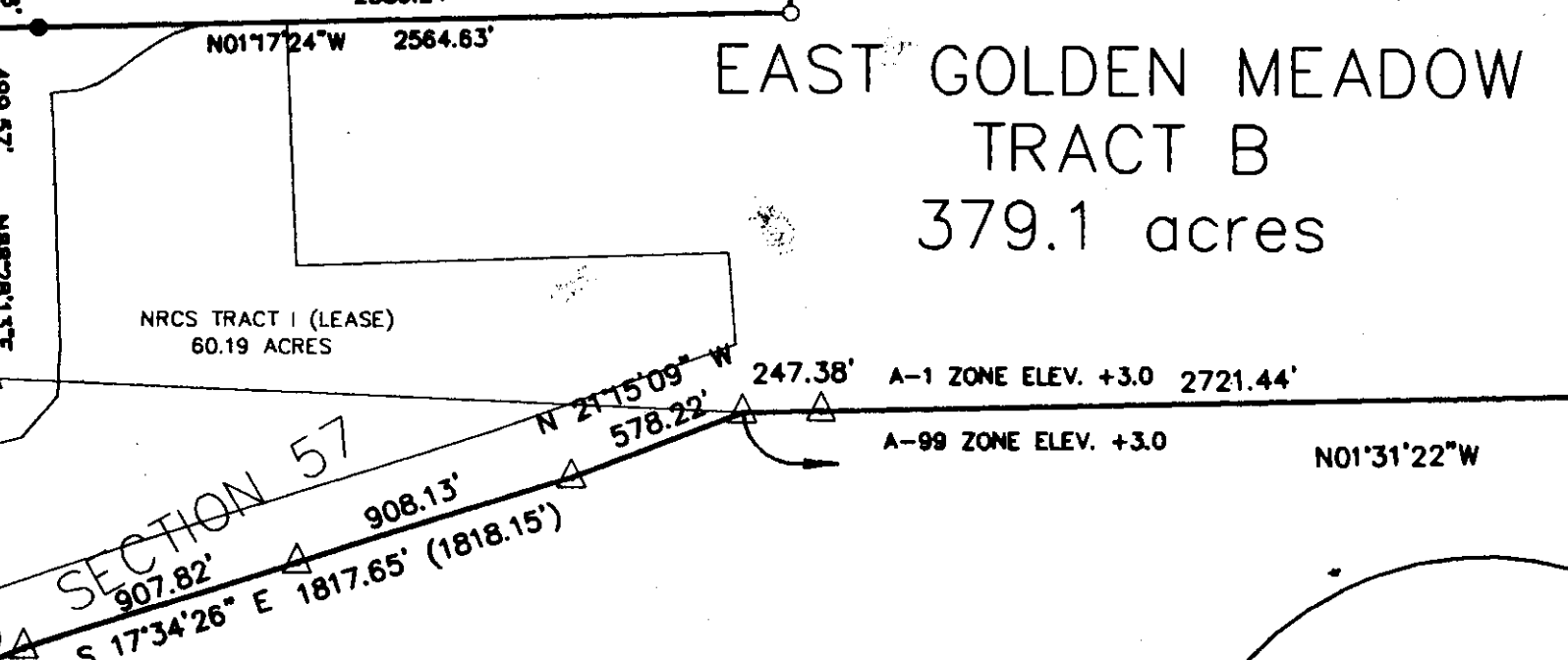
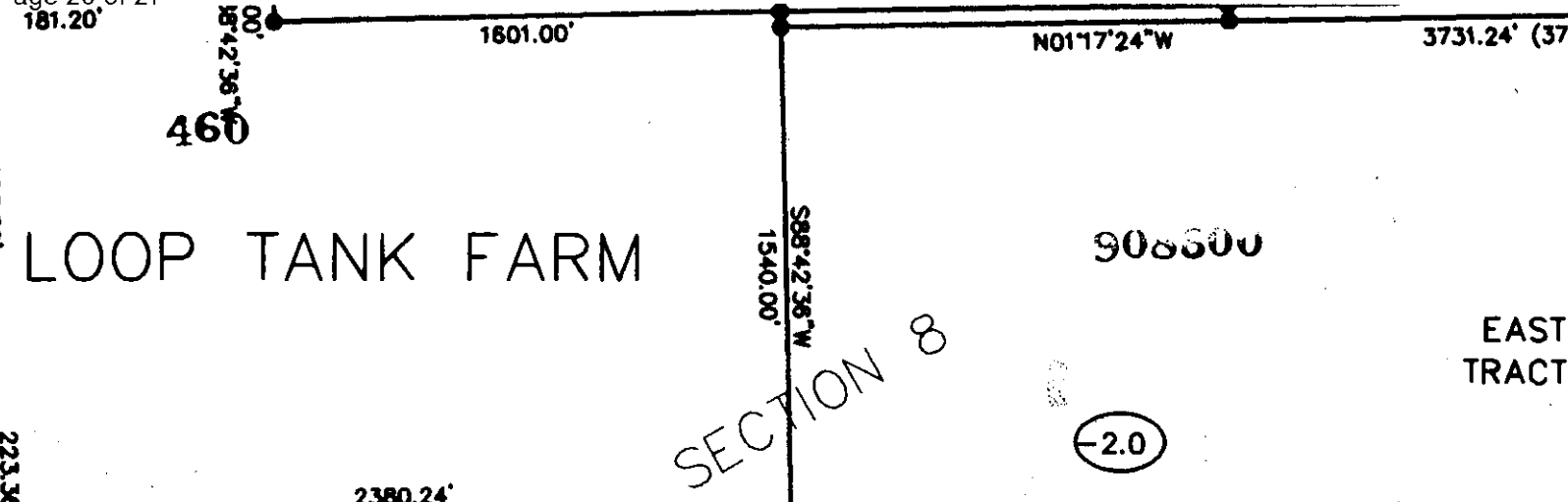
SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY L.L. & E. COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E & SEC. 7, 8, 35, 36, & 37, T-19-S, R-22-E, GOLDEN MEADOW, LAFORCHE PARISH, LOUISIANA, SHEET 2 OF 4, BY J. WAYNE PLAISANCE INC., DATED AUGUST 30, 2001 AND RECORDED NOVEMBER 15, 2001 UNDER ENTRY #904568

COORDINATES AND BEARINGS SHOWN ARE LAMBERT LA. SOUTH ZONE NAD 83 (1992 ADJUSTMENT) SANDAS N=329,644.14 AZIMUTH MARK N=332,172.60 E=3,618,576.50 E=3,618,09.00

FILED FOR

2002 JAN 30

CLERK OF PARISH LAFORCHE



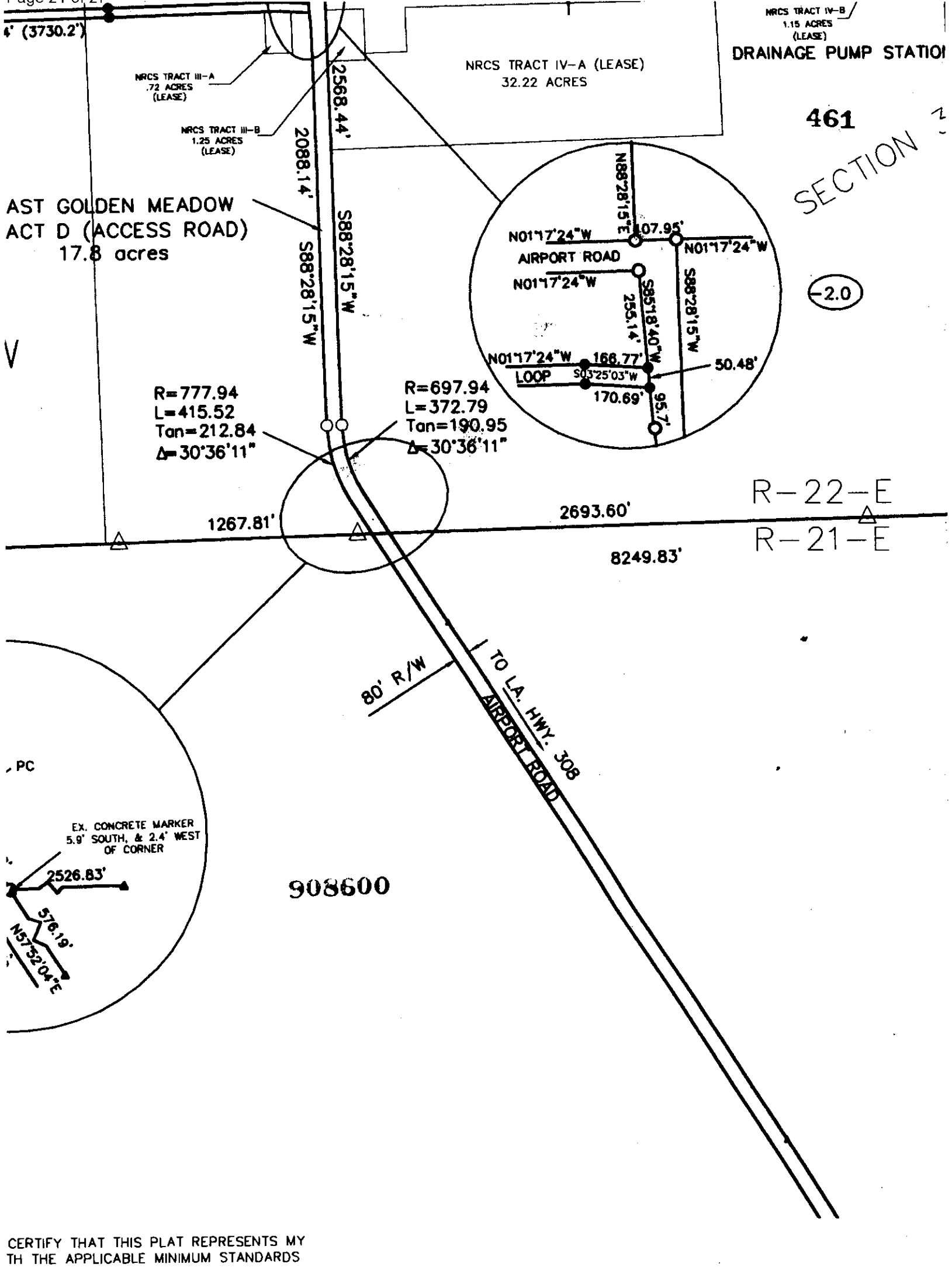
8600
908600

John P. Robichaux CERTIFY
ACTUAL WORK AND COMPLIES WITH THE
FOR A CLASS "C" SURVEY.

REVISIONS	
DATE	REMARKS



FILED FOR RECORD
2002 JAN 30 PM 3:35
John P. Robichaux
CLERK OF COURT
PARISH OF
MAFOURCHE, LA



NRCS TRACT IV-B
1.15 ACRES
(LEASE)
DRAINAGE PUMP STATION

461
SECTION 2

(-2.0)

R-22-E
R-21-E

908600

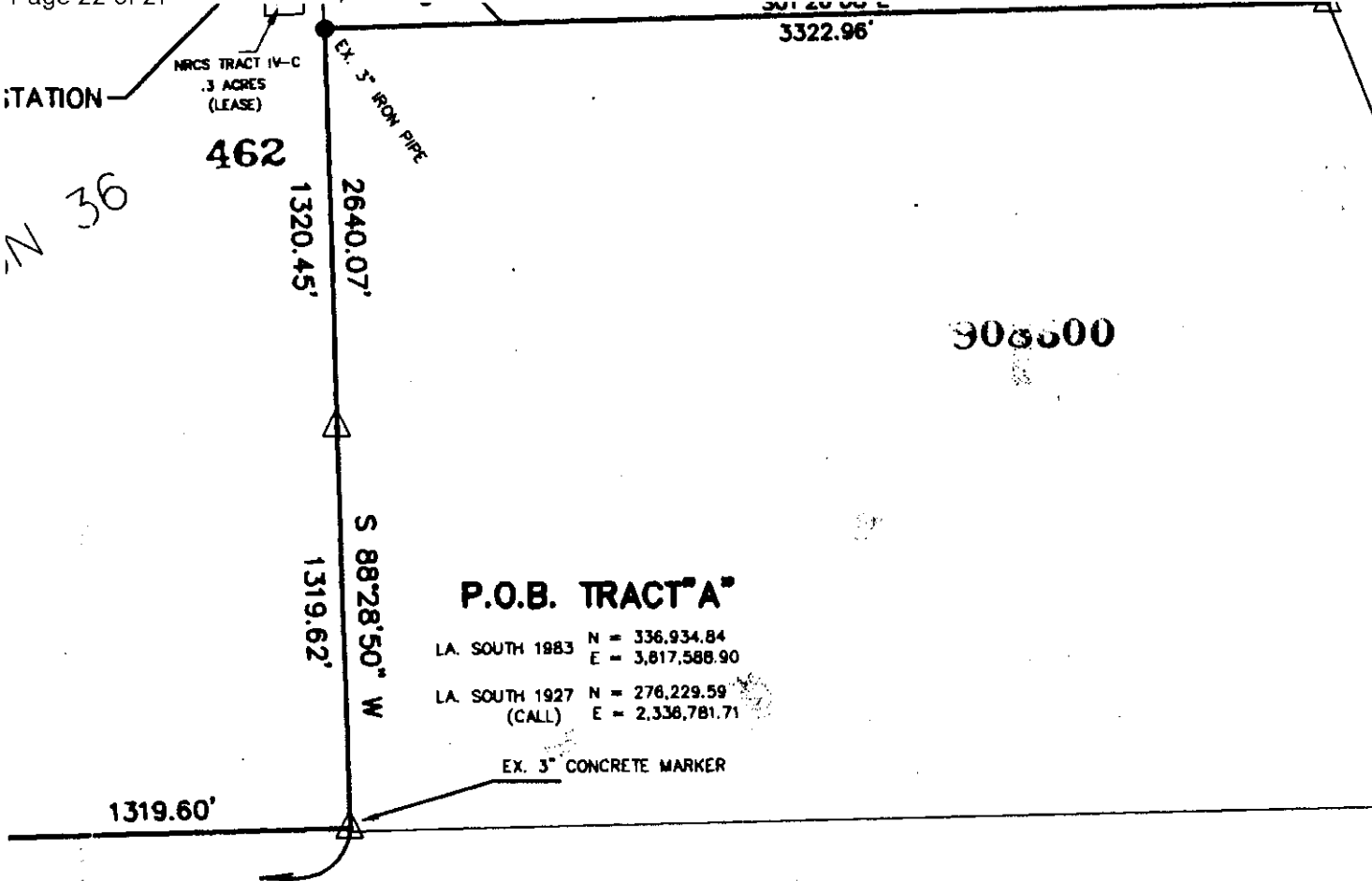
CERTIFY THAT THIS PLAT REPRESENTS MY
TH THE APPLICABLE MINIMUM STANDARDS



J. WAYNE PLAISANCE, INC.

CIVIL ENGINEERS & LAND SURVEYORS
 P. O. DRAWER 730
 GALLIANO, LOUISIANA 70354
 (504)632-5596

DATE: JANUARY 4, 2002	SCALE: 1" = 600'	DESIGNED BY: JJP, II	DRAWN BY: JJP, II	CHECKED BY: JPR
--------------------------	---------------------	-------------------------	----------------------	--------------------



P.O.B. TRACT "A"

L.A. SOUTH 1983 N = 336,934.84
E = 3,817,588.90

L.A. SOUTH 1927 N = 276,229.59
(CALL) E = 2,338,781.71

EX. 3" CONCRETE MARKER

908600

908600

GRAPHIC SCALE



(IN FEET)

1 inch = 600 ft.

LEGEND:

- EX. 1/2" IRON PIPE (SET BY LARRY PICCIOLA INC. 11/2/2000)
- △ EX. TRIANGLE CONCRETE MARKER
- SET 1/2" IRON PIPE

(DISTANCE) CALL DISTANCE

⓪ SPOT ELEVATIONS

NO RESEARCH OR INVESTIGATION INTO RIGHTS-OF-WAY WERE DONE EXCEPT WHERE NOTED.

EXHIBIT "B"

GREATER LAFOURCHE PORT COMM.

SURVEY PLAT SHOWING PROPERTY TO BE SOLD BY LL&E COMPANY LOCATED IN SEC. 34 & 57, T-19-S, R-21-E, & SEC. 8, 35, 36, 37 & 38 T-19-S, R-22-E GOLDEN MEADOW, LAFOURCHE PARISH, LOUISIANA

SHEET NO.

1

OF

1

EXHIBIT "B-1"

MAP SHOWING PROPERTY TO BE SOLD BY
 THE LOUISIANA LAND AND EXPLORATION COMPANY
 TO THE GREATER LAFOURCHE PORT COMMISSION
 LOCATED IN SECTIONS 35 & 37, T19S-R21E
 LAFOURCHE PARISH, LOUISIANA

DATE: DECEMBER 11, 2001

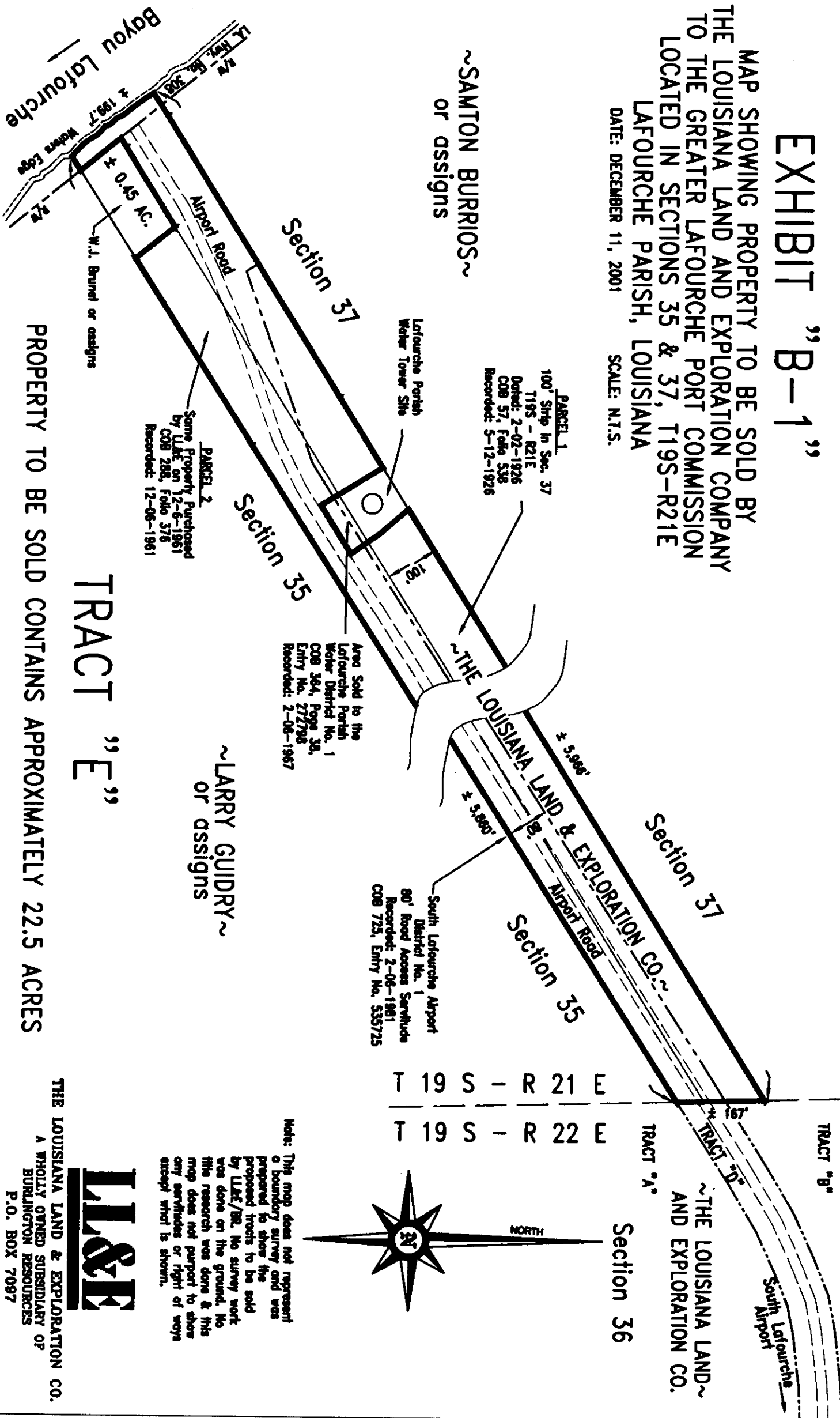
SCALE: N.T.S.

~SAMTON BURRIOS~
or assigns

~LARRY GUIDRY~
or assigns

TRACT "E"

PROPERTY TO BE SOLD CONTAINS APPROXIMATELY 22.5 ACRES



T 19 S - R 21 E
 T 19 S - R 22 E



Note: This map does not represent a boundary survey and was prepared to show the proposed tracts to be sold by LL&E/ER. No survey work was done on the ground. No title research was done & this map does not purport to show any servitudes or right of way except what is shown.



THE LOUISIANA LAND & EXPLORATION CO.

A WHOLLY OWNED SUBSIDIARY OF
BURLINGTON RESOURCES

P.O. BOX 7097

HOUMA, LA. 70361-7097

Map drawn: S:\maps\2001\12-11-01\T19S-R21E-23.dwg

464

908600

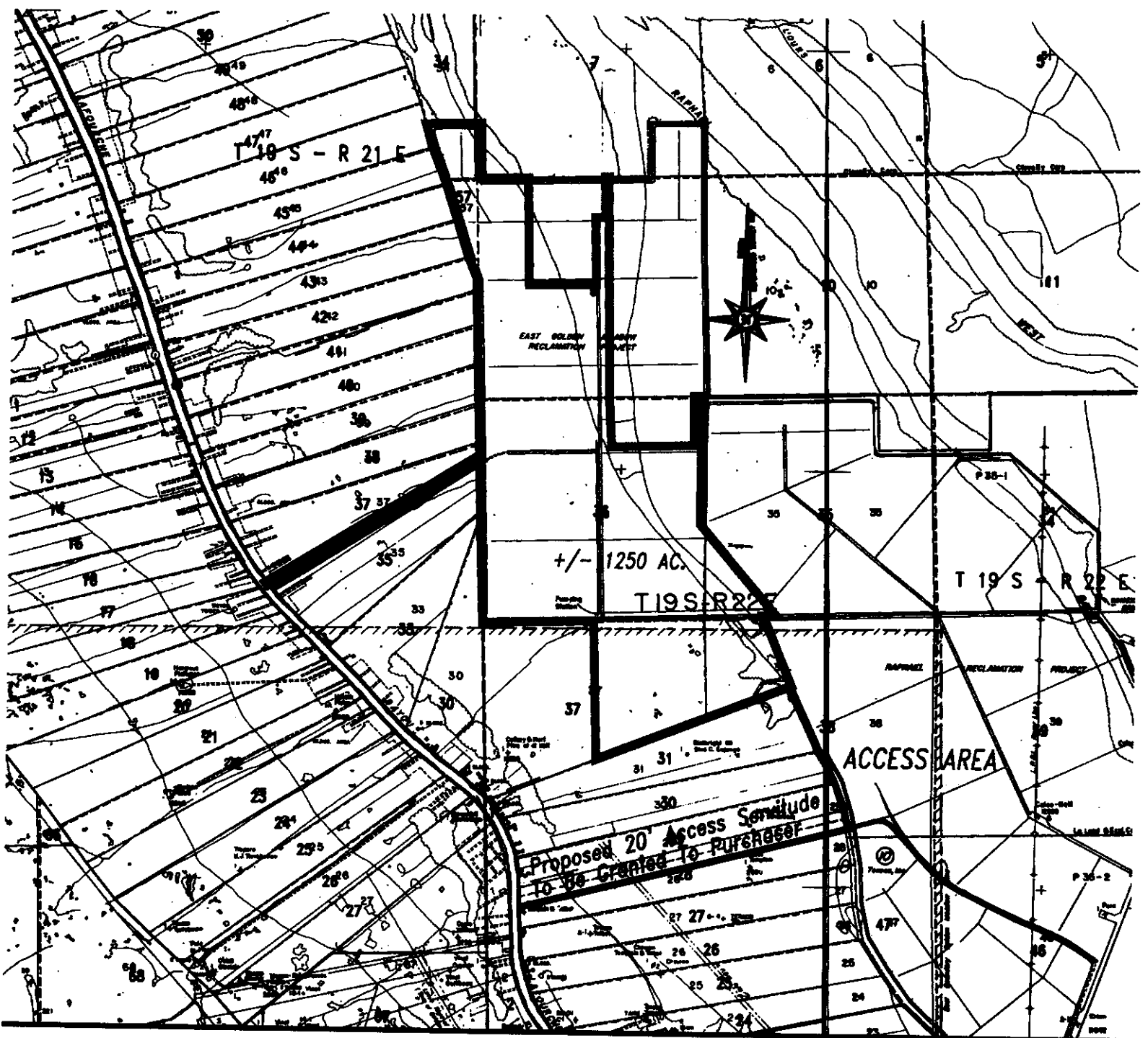


EXHIBIT "B-2"

MAP SHOWING A
1,250 +/- ACRE TRACT OF LAND BELONGING TO
THE LOUISIANA LAND AND EXPLORATION COMPANY

LOCATED IN

SECTIONS 34, 35, 37 & 57, T19S-R21E
SECTIONS 8, 35, 36, 37, & 38, T19S-R22E
LAFOURCHE PARISH, LOUISIANA

DATED: NOVEMBER 15, 2001

908600**465****EXHIBIT "C"****EAST GOLDEN MEADOW PROJECT****EQUIPMENT**

Wizard Lawn Tractor S# 011598D0023231 M# 9191A89

International Harvester Cub Tractor S# 237821J

1982 International Harvester 6-Row Planter M# 1386

Massey Ferguson Model 399 S#5012-P23332

Rhino Bush Hog 15 ft. S# FL15-11083

MGB Pressure Washer CW 1204 S#-117738 (1986)

John Deere 15' Disc Harrow 210 Series

Rice Roller Chopper

Sidewinder Rotary Ditcher (1984) Maletti M&L 22182

AMCO 15' Disc Harrow (1982) Yellow

Athens Offset Harrow S# D98295 M#1072327850

Victor Torch Set, Hoses & Gauges

Trailer Type Alligator Food Distributor

Holland Brand Transplanter S# 913554 H

Tonutti Spa Hay Rake Model P4/74 S#34005

Homelite ST-385 Weed Eater S# HL2260661

Homelite 180 Classic S# HR280818

Hobart Grinder Model 4056 S#11-308-591

Ingersoll Rand Air Compressor Model 15T S# 301525

20 Gal Blaster Mister Sprayer GWF MFG -- Gainsville, Texas (817-665-1786)

2 Sweeny Feeders

1 Hypo Hatchet Tree Injector

1 - 25 gal. FIMCO Spray Pump

Cyclone Model 1A1 Hand Seeder

Gilson 3 cu. ft. Drum Mixer M# 59015B S# 900269

h:kl/Land Sales/GLPC Equipment Sale

466**908600****EXHIBIT "D"****EGM PROJECT
LAFOURCHE PARISH, LOUISIANA****UNRECORDED AGREEMENTS AFFECTING SUBJECT PROPERTY****SURFACE LEASE**

<u>LEASE #</u>	<u>LESSEE</u>	<u>TYPE OF LEASE</u>	<u>DATE OF LEASE</u>
L-0779	Emile "Bud" Angелlette IV Louman J. Cheramie 298 E. 57 th Street Cut Off, LA 70345	Cattle Grazing Lease	January 1, 1999
L-0805	Mildred Soudelier P.O. Box 461 Galliano, LA 70354	Residence	May 1, 2000

DEER LEASE

DL59	Eroy Duet 14918 West Main Cut Off, LA 70345		August 1, 2000 Exp. August 1, 2002
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RIGHT OF WAYS

Lafourche Parish Council	Drainage Levee & Canal	April 10, 1989
--------------------------	------------------------	----------------

h:kl/land sales/GLPC Unrecorded -Balance

908600

467

THE LOUISIANA LAND AND EXPLORATION COMPANY

OFFICERS'S CERTIFICATE

I, Frederick J. Plaeger II, am the duly appointed Vice President, General Counsel and Assistant Secretary of The Louisiana Land and Exploration Company, a Maryland corporation (the "Company"), and I hereby certify that Hunter L. Malson is the Vice President, Gulf Coast Division of the Company and that he has the full power and authority to enter into and deliver any and all documents to sell, transfer and convey real property on behalf of the Company in an amount not to exceed \$3,500,000.00.

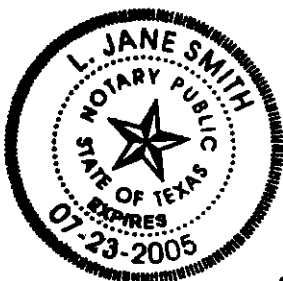
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 4th day of October, 2001.

THE LOUISIANA LAND AND EXPLORATION COMPANY

By: [Signature]
Frederick J. Plaeger II
Vice President, General Counsel
& Assistant Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day of October, 2001 by Frederick J. Plaeger II, Vice President, General Counsel and Assistant Secretary of The Louisiana Land and Exploration Company, a Maryland corporation, on behalf of said corporation.



[Signature]
Notary Public in and for
the State of Texas

FILED FOR RECORD
2002 JAN 30 PM 3: 35
[Signature]
CLERK OF COURT
PARISH OF
FOURCHE, LA

A True Copy
[Signature]
Notary Public

Date: 10-11-01

Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

Received From :
GREATER LAFOURCHE PORT COMMISSION
P. O. BOX 490
GALLIANO, LA 70354-0000

First VENDOR
GREATER LAFOURCHE PORT COMMISSION THE

First VENDEE
SHELL OFFSHORE INC

Index Type : Conveyance

Inst Number : 997525

Type of Document : Lease Option Agreement

Book : 1637 **Page :** 615

Recording Pages : 16

Recorded Information

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

On (Recorded Date) : 02/10/2006

At (Recorded Time) : 2:20:04:000 PM



Doc ID - 020830540016

Vernon H. Rodrigue
Deputy Clerk



Do not Detach this Recording Page from Original Document

LEASE OPTION AGREEMENT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This Option to Lease Agreement ("Option") is made and entered into this 14th day of December, 2005, by and between THE GREATER LAFOURCHE PORT COMMISSION, a body, corporate and political subdivision of the State of Louisiana, herein represented by its President, duly authorized hereunder by a resolution of its Board of Commissioners, a certified copy of which is attached hereto and forms part hereof (hereinafter referred to as "The Port Commission" or "GRANTOR"; and SHELL OFFSHORE INC. a Delaware corporation having a mailing address of 701 Poydras Street, New Orleans, Louisiana 70139, hereinafter represented by its duly authorized Manager, a certified copy of the Delegation of Authority granting such authorization is attached hereto and forms a part hereof, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR owns and operates an airport known as the South Lafourche Leonard Miller Jr. Airport (hereinafter "Airport") and the land adjacent thereto on the South Lafourche Industrial Park, and GRANTEE is desirous of an option to lease from GRANTOR of a certain thirty-five (35) acre parcel of land adjacent to the Airport, hereinafter referred to as "Subject Premises", more fully described in Exhibit "A" and illustrated on Exhibit "B" to this Option; and

WHEREAS, GRANTEE wishes to obtain an option to lease the Subject Premises.

NOW, THEREFORE, for and in consideration of the sum payable by GRANTEE hereunder, but subject to the terms and conditions set forth herein,

1.

GRANTOR does hereby give, grant and convey to GRANTEE an exclusive option or right to lease the following described property:

[Insert property description - Use the exhibit previously provided for the earlier right of refusal. GRANTOR to provide a current boundary survey and legal description of the Subject Premises.]

2.

The Option granted and created hereby is in the nature of a continuing offer to lease the property made by GRANTEE to GRANTOR which offer shall remain open to GRANTEE for a period ending at 11:59 p.m. December 15, 2006.

3.

The consideration for the granting of this Option and continuing offer to lease by GRANTOR to GRANTEE is based on the following terms and conditions:

2

- (i) GRANTEE shall pay one lump sum payment of Ten Thousand, One Hundred Sixty-Four and 00/100 (\$10,164.00) for this Option, which amount shall be payable within ten (10) business days of GRANTEE's execution of this Option. If GRANTEE exercises the option to lease, then this lump sum payment shall be credited against future monthly lease payments until it is used up.

- (ii) During the term of the lease, if Option is exercised, GRANTEE will pay 0.08 (8¢) per square foot per year with a three percent (3%) annual increase for each square foot of the 35 acres to be leased.

- (iii) The initial term of the lease, if Option is exercised, would be ten (10) years. GRANTEE will also be granted two (2) five (5) year lease renewal options following the initial ten (10) year term.

- (iv) During the term of the lease, if Option is exercised GRANTEE will use and operate the Subject Premises as a heliport with space to support heliport operations, including a right to construct improvements in support of its use as a heliport and crew changes, including but not limited to a terminal, a hangar, parking space and fuel storage. Such improvements will be consistent with

GRANTEE's use, and ownership of such improvements will be transferred to GRANTOR at the termination of the lease.

- (v) During the term of the lease, if Option is exercised, GRANTEE shall have the right to secure the Subject Premises with a security fence and/or further improvements that GRANTEE deems necessary to provide a safe and secure environment for helicopter operations.
- (vi) During the term of the lease, if Option is exercised, GRANTOR will provide adequate ingress and egress to the Subject Premises as needed to facilitate GRANTEE's use of the Subject Premises.

(vii) During the term of the lease, if Option is exercised, GRANTEE will pay a 0.05 (5¢) per gallon User and Privilege charge for all fuel transported to the site for aviation use. This User and Privilege charge shall be payable by the end of the month following the month in which such User and Privilege charge is incurred and shall be based upon the gallons of fuel delivered to the Subject Premises during the previous month.

(viii) GRANTEE may post a sign or signs to identify the heliport as a Shell heliport facility for ease of identification by its employees and contractors who will utilize the heliport.

(ix) GRANTEE agrees to pay punctually all charges for gas, electricity, telephone, water, computer and all other utilities used on the Subject Premises. If the Option is exercised GRANTEE would have no responsibility for payment of ad valorem taxes and assessments on the Subject Premises and any improvements owned by GRANTOR.

4.

GRANTEE shall have the right to assign this Option to lease to another Shell entity or Shell affiliate or to Petroleum Helicopters Inc. or a similar helicopter transport contractor without GRANTOR's consent. Should GRANTEE assign the Option to lease

5

to a party other than those listed above, GRANTOR's consent will be required but shall not be unreasonably withheld.

5.

With GRANTOR's consent, the GRANTEE shall have a right to transfer this Option to lease to another similar tract of land at the South Lafourche Industrial Park controlled by GRANTOR should the Subject Premises prove unsuitable for GRANTEE's needs.

6.

If GRANTEE does not exercise this Option to lease on or before December 15, 2006, then this option to lease shall terminate and GRANTEE shall have no further obligation under this agreement.

7.

GRANTOR warrants that the Subject Premises is free of any environmental or other contamination and in the event GRANTEE exercises its Option to lease, GRANTOR and GRANTEE agree that a baseline environmental study shall be made on the property by a contractor mutually agreeable to both parties but paid by GRANTEE and shall be considered the environmental baseline for this Subject Premises. Such study

shall be completed after written notice from GRANTEE that GRANTEE will exercise the Option to Lease the Subject Premises. GRANTOR shall perform any necessary cleanup or, GRANTEE will be relieved of all obligations. At the termination of the lease, GRANTOR and GRANTEE agree to select an independent environmental contractor who will perform an environmental study which the parties agree shall be an environmental baseline at the conclusion of the lease. GRANTEE shall be responsible for any environmental cleanup required by the baseline environmental study performed at the termination of the lease. Any substantial difference between initial baseline and final baseline shall be the responsibility of the GRANTEE. Upon execution of this agreement, GRANTOR shall provide to GRANTEE any environmental reports that may exist for the Subject Premises.

8.

GRANTEE acknowledges that it is aware of a certain Agreement of Sale, Servitude and Correction dated January 29, 2002, and recorded in Lafourche Parish, at COB 1485, Entry No. 908600 between GRANTOR and the Louisiana Land and Exploration Company (hereinafter "LL&E"), for property of which the Subject Premises is a part, and that LL&E has reserved and retained all of the oil, gas and other minerals, including sulphur, in, under, or produced from said property, together with all rights necessary or appropriate to exploration for and production of said minerals. It is expressly understood by the parties that any potential lease of the Subject Premises would be subject and subordinate to the oil, gas and other mineral rights retained by LL&E by

way of said Agreement of Sale, Servitude and Correction. Other than this, GRANTOR warrants that GRANTOR is the owner of the premises and has the right to give GRANTEE rights under this lease. If the exercise of this right by LL&E interferes with GRANTEE's use of the Subject Premises, then GRANTOR will attempt to provide substitute premises to accommodate GRANTEE. If the substitute premises are inadequate to serve GRANTEE's needs, then at GRANTEE's option, any lease executed for the Subject Premises would terminate.

9.

NOTICES AND ADDRESSES. All notices provided to be given under this Option shall be given by certified mail, registered mail or overnight mail, addressed to the proper party, at the following address, or at such other addresses as may be later given by proper written notice hereunder:

GRANTEE:

SHELL OFFSHORE INC.
C/o Shell Real Estate Services
910 Louisiana St., Suite 1924A
Houston, Texas 77002
Fax: 713-241-3619
Attn: Real Estate Administrator

GRANTOR:

THE GREATER LAFOURCHE PORT COMMISSION
P.O. Drawer 490
Galliano, LA 70354
Fax: 985-632-6703

8

Notices hereunder shall be deemed given when received if personally delivered or, if mailed, on the third day following deposit in the United States mail, first class postage prepaid or via overnight delivery.

10.

In order to exercise this Option, GRANTEE shall provide written notice to GRANTOR at GRANTOR'S address in Paragraph 9 above.

EXECUTED EFFECTIVE as of the day first set forth above.

GRANTOR

**THE GREATER LAFOURCHE
PORTCOMMISSION**

By: Donald Vizier
Name: Donald Vizier
Title: President

GRANTEE

SHELL OFFSHORE, INC.

Witness By:

Serena R Bruce
SERENA R. BRUCE
Paula Schouest
PAULA SCHOUEST

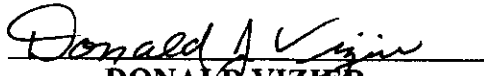
Yvonne I. Keegan
YVONNE I. KEEGAN
Eileen Burke
EILEEN BURKE

By: K.F. Beadie
Name: K.F. BEADIE
Title: ATTORNEY-IN-FACT

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

BEFORE ME, the undersigned authority, personally came and appeared **DONALD VIZIER**, who after being duly sworn did depose and say:

That he is the President of the **GREATER LAFOURCHE PORT COMMISSION**, and that as such a duly authorized officer, he executed the above and foregoing instrument for and on behalf of said Commission, and acknowledged said instrument to be the free act and deed of said Commission.


DONALD VIZIER

Sworn to and subscribed before me this 15th day of December, 2005.


NOTARY PUBLIC
F.P.W.C. A.D.N. 8-01-09

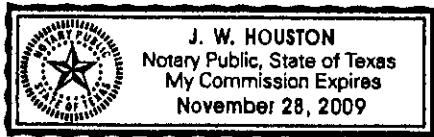
**STATE OF _____
PARISH/COUNTY OF _____**


BEFORE ME, the undersigned authority, personally came and appeared **K.F. ABADIE**, who after being duly sworn did depose and say:

That he is an Attorney-in-fact of **SHELL OFFSHORE, INC.**, and that as such a duly authorized Attorney-in-fact, he executed the above and foregoing instrument for and on behalf of said corporation, and acknowledged said instrument to be the free act and deed of Shell Offshore, Inc.


K.F. ABADIE

Sworn to and subscribed before me this 24th day of January, 2006.




NOTARY PUBLIC

APPOINTMENT OF K. F. ABADIE
AS ATTORNEY-IN-FACT FOR SHELL OFFSHORE INC.

SHELL OFFSHORE INC., a corporation organized and existing under the laws of the State of Delaware (herein called the "Corporation") with its principal place of business at 701 Poydras Street, New Orleans, Louisiana 70139, hereby nominates, appoints, and authorizes K. F. Abadie as its Attorney-in-Fact, to execute, deliver, accept, assign, amend, extend, ratify, verify, terminate, release or surrender, in the name of the Corporation and on its behalf, the following described instruments and documents in the usual course of the Corporation's business.

(1) Agreements, options and other instruments for acquisition or disposition (whether by purchase, sale, exchange, or otherwise), or conveyance of real or personal property (including leasehold, royalty and other interests in oil, gas or other minerals) as well as broker agreements for the acquisition, disposition or conveyance of real or personal property;

(2) Leases for oil, gas or other minerals, and other leases of real or personal property (including surface leases), whether the Corporation is lessor or lessee and subleases under such leases;

(3) Easements, permits, rights-of-way, surface use agreements and licenses, whether the Corporation is grantor or grantee;

(4) Agreements, powers and declarations relating to pooling or unitization of leasehold, royalty or other interests in oil, gas or other minerals, or relating to dissolution of pooled or unitized units (including such instruments by the Corporation both as principal and as agent of others, with full power of substitution);

(5) Agreements relating to overriding royalty and production payments;

(6) Joint bidding agreements, joint operating agreements, tax partnership agreements, farm-out and farm-in agreements and acreage or money contribution agreements;

(7) Division orders and transfer orders;

(8) Agreements for, or incident to, waterflooding or other secondary or tertiary recovery operations;

(9) Agreements for purchase of gas, water, electricity or other utilities, and agreements relating to transportation or communication;

(10) Applications, licenses, permits and all instruments required or allowed by governmental authorities;

(11) Bonds and indemnities, subordination agreements, and statutory notices of default or sale under mortgages or deeds of trust;

(12) Bids or offers to lease at public or private sales for leases for oil, gas or other minerals, permits, royalties, minerals interests, or surface or fee interests (including such sales or offers to lease by the federal, or any state or local government, or any agency thereof); and

(13) Settlements, releases and compromises of deeds, causes of action or claims for damages affecting the Corporation's properties, rights or obligations, whether real or personal, and whether or not subject to litigation, as well as any other document or pleading necessary or desirable to defend or pursue a claim affecting the Corporation's properties, rights or obligations.

This Appointment of K. F. Abadie as Attorney-in-Fact shall be effective as of 12:01 a.m. Central Standard Time on February 11, 1992, and shall continue in full force and effect until revoked in writing. K. F. Abadie shall be provided with a copy of this Appointment. Executed this 7th day of February, 1992.

SHELL OFFSHORE INC.

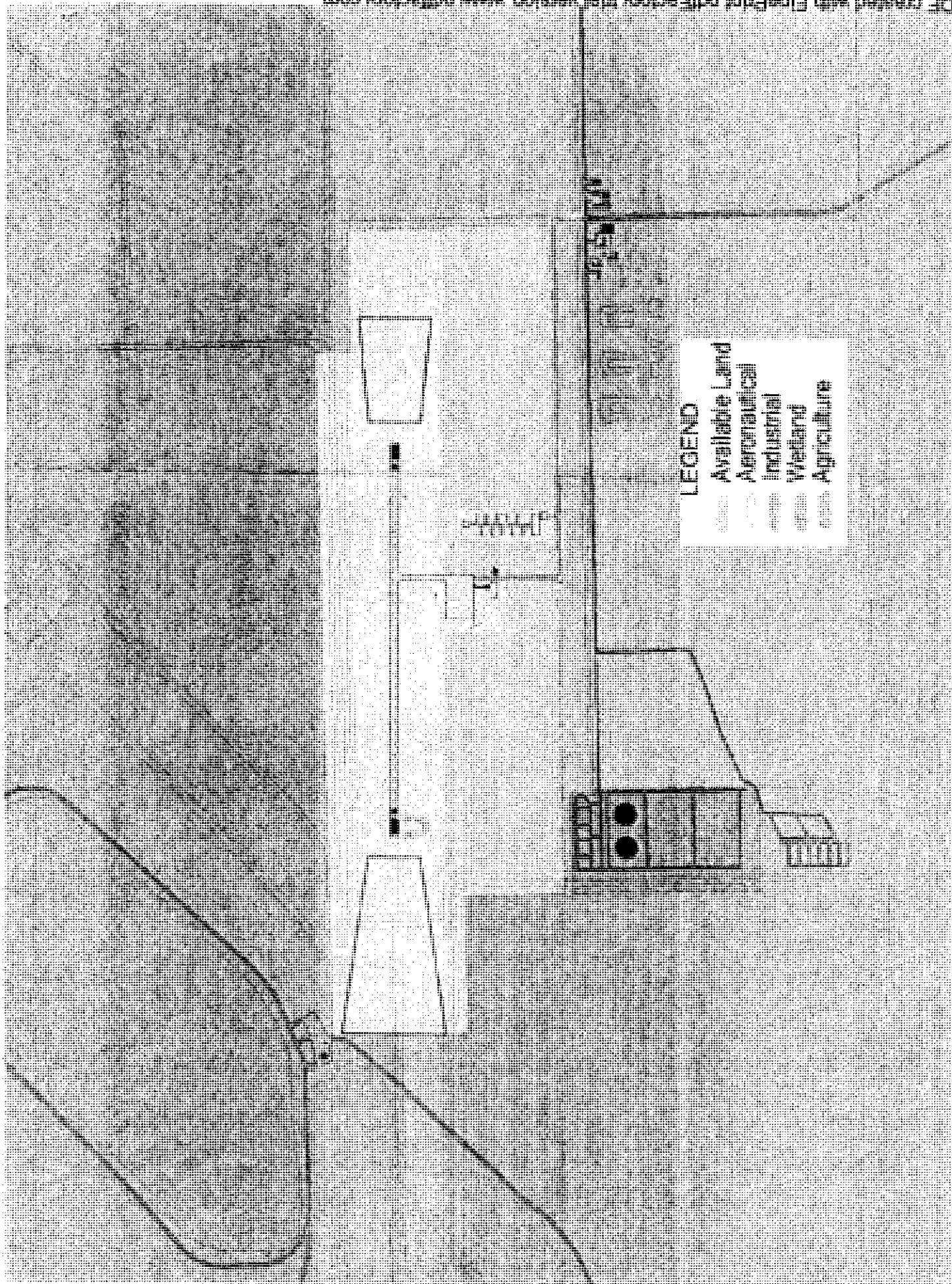
By: 

R. L. Howard, President

ATTEST:


M. E. Coney, Assistant Secretary

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Property Description "S.L.I.P. 13"

A certain tract of property situated on the left descending bank of Bayou Lafourche, in the Parish of Lafourche, near the city of Galliano, State of Louisiana, located in Township 19 South, Range 22 East and described as follows; Beginning at a point which is designated as point "A", which point has a horizontal State plane, NAD 83, Louisiana South Zone - 1702, U. S. survey feet coordinate of X=3,618,039.6614 and Y=340,987.8012, which point shall also be designated as the "Point of Beginning", thence proceeding at a bearing of North 88°25'54" East for a distance of 732.00 feet to point "B", thence proceeding at a bearing of South 01°33'44" East for a distance of 2,012.60 feet to point "C", thence proceeding at a bearing of South 88°20'46" West for a distance of 732.00 feet to point "D", thence proceeding at a bearing of North 01°33'44" West for a distance of 2,013.69 feet to point "A", which point is the "Point of Beginning". Said property is designated as "S.L.I.P. 13" and is fully shown on a plat prepared by Picciola & Associates, Inc., dated January 11, 2006 and titled "South Lafourche Leonard Miller, Jr. Airport".

Said property has an area of 33.83 acres and is bounded on the West, East and the South by other properties of the South Lafourche Leonard Miller, Jr. Airport and on the North by an 80 foot wide roadway right of way as well as a 35 foot wide expanded right of way, together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining.

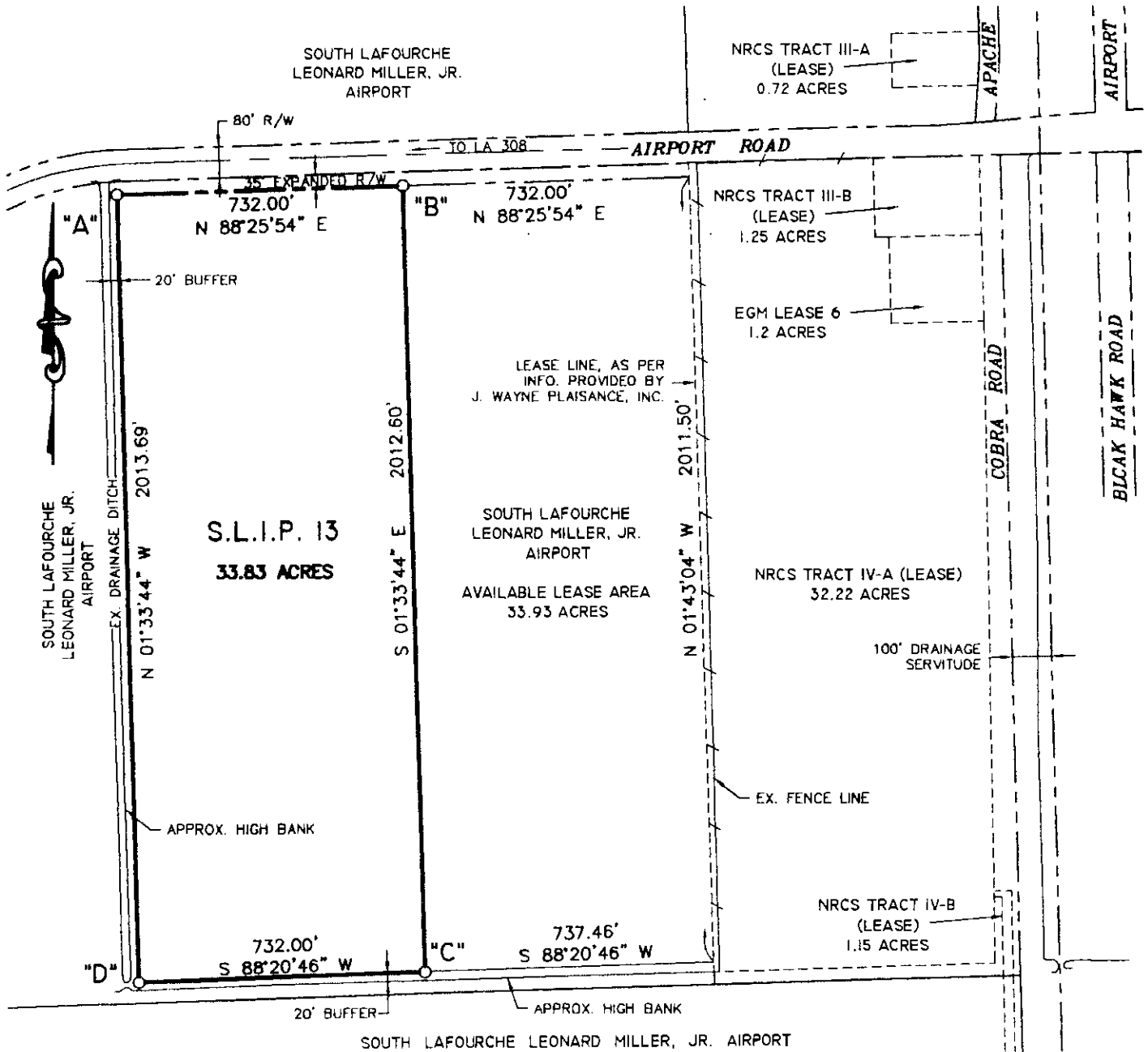
EXHIBIT "A"

POSITIONAL DATA		
DESCRIPTION	X-COORD.	Y-COORD.
"A"	3,618,039.6614	340,987.8012
"B"	3,618,771.3872	341,007.8371
"C"	3,618,826.2569	338,995.9902
"D"	3,618,094.5609	338,974.8618
FAA L49 A	3,621,705.7010	344,763.5265
FAA L49 B	3,621,976.7255	347,125.7330

GENERAL NOTES:

1. NO TITLE RESEARCH WAS REQUESTED OR DONE FOR THE INVESTIGATION OF ANY RIGHT-OF-WAYS OR SERVITUDES WHICH MAY AFFECT THE PROPERTY BEING SURVEYED. THEREFORE, EXISTING RIGHT-OF-WAYS OR SERVITUDES ARE NOT SHOWN (IF ANY).
2. THE SURVEY OF THIS PROPERTY MAY INCLUDE VISIBLE TOPOGRAPHIC FEATURES. SUB-SURFACE UTILITIES, PIPELINES AND STRUCTURES WERE NOT LOCATED AND ARE NOT SHOWN UNLESS REQUESTED BY THE CLIENT.
3. BEARINGS ARE BASED ON STATE PLANE COORDINATES NAD 83, LOUISIANA SOUTH ZONE. THE PRIMARY MONUMENTS USED WERE FAA L49 A AND FAA L49 B.

COORDINATES ARE BASED ON NAD 83 GRID LOUISIANA SOUTH ZONE 1702 US FEET



LEGEND:

○ SET 1" GALV. IRON PIPE

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH A CLASS "C" SURVEY INDICATED IN THE ABOVE STANDARDS.

EXHIBIT "B"

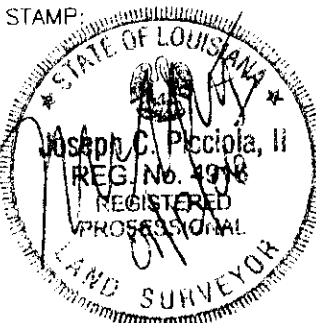
APPROVED BY:

Joseph C. Picciola, II
 JOSEPH C. PICCIOLA, II
 LA. LICENSE NO. 4916
 LAND SURVEYOR

JN: 01090603\SLIP 13

SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT
 SURVEY PLAT SHOWING LEASE PROPERTY OWNED BY THE SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT WHICH SHALL BE DESIGNATED AS S.L.I.P. 13. PROPERTY IS LOCATED IN T-19-S, R-22-E.
 NEAR GALLIANO, LA. LAFOURCHE PARISH

REVISIONS: _____ SCALE: 1" = 400'



PICCIOLA & ASSOCIATES, INC.
 CIVIL ENGINEERS LAND SURVEYORS NAVAL ARCHITECTS MARINE ENGINEERS
 P.O. BOX 887
 CUT OFF, LOUISIANA 70345
 (985) 632-5788

DATE: JANUARY 11, 2006 DRAWN BY: T.P.C.

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961812

STATE OF LOUISIANA

PARISH OF LAFOURCHE

THIS CONTRACT OF LEASE is made and entered into on this 1st day of **July, 2004**, by and between the **GREATER LAFOURCHE PORT COMMISSION**, a body corporate and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized hereunto (hereinafter referred to as "LESSOR"); and

TEX AIR HELICOPTERS, INC., a Texas corporation authorized to do and doing business in the State of Louisiana, herein represented by its President, duly authorized hereunto (hereinafter referred to as "LESSEE").

WHEREAS, LESSOR owns and operates an airport known as the South Lafourche Leonard Miller, Jr. Airport, and LESSEE is desirous of leasing from LESSOR a certain parcel of land, (hereinafter referred to as "Lease Premises") more fully described in Exhibit A and illustrated on Exhibit B to this lease, and utilizing certain other improvements at the Airport (hereinafter referred to as "Improvements"); and

WHEREAS, LESSEE will use the Lease Premises and Improvements as a base of aviation operations in support of offshore oil and gas exploration and production.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, LESSEE does hereby lease from LESSOR the Lease Premises and utilize the Improvements under the following terms and conditions.

1. **Rights to the Lease Premises and Improvements.** LESSEE shall have the right to use the Lease Premises and Improvements (a) for the purpose of operating and maintaining commercial helicopters in accordance with FAR Part 135 and Part 91; (b) to store up to three commercial helicopters on the tarmac and one in the Hangar; (c) to utilize hangar space as necessary for the purpose of storing aircraft and conducting only routine maintenance on its own aircraft as performed by LESSEE or by regular employees of LESSEE; (d) to fuel its own aircraft, utilizing LESSOR's self-serve fuel station; and (e) to park up to 30 cars.
2. **Term.** The rights of LESSEE under this lease shall remain in effect for a term of one year from the effective date hereof, after which time lease shall immediately terminate.
3. **Rent and User Fees.** LESSEE agrees to pay to LESSOR for the use of the Lease Premises, rights, and easements, a yearly rental of ten cents (\$.10) per square foot for the land leased in the commercial area, for a total annual charge of \$4,445.28. Said rentals are payable monthly and shall be received by LESSOR, in advance, on or before the 15th of each month. In addition, LESSEE shall purchase from LESSOR fuel needed to operate helicopters landing at Airport at twenty cents (\$.20) above cost for the duration of this lease. LESSEE agrees to pay to LESSOR for the use of the Improvements a monthly rental of \$200 for the right to park up to three commercial helicopters on the tarmac. LESSEE further agrees to pay the monthly single engine published rate for storing one aircraft in LESSOR's hangar.
4. **Site Development.** LESSEE shall have the right to place on the Lease Premises whatever movable, temporary structures, improvements, or appurtenances it deems necessary for the successful conduct of its

961812

767

business throughout the duration of this lease. LESSEE agrees that its use of and activities upon the Lease Premises, including the construction of additional structures, improvements, and appurtenances and the conduct of LESSEE'S business thereon shall be in accordance with and pursuant to all applicable laws of the federal, state, and local governments and all rules and regulations, including zoning laws and building codes, of any governmental body or regulatory agency having jurisdiction thereof, LESSEE being solely responsible for procuring and obtaining any and all necessary and required permits and/or licenses. LESSEE shall bear the cost of and be fully responsible for securing all necessary permits and/or licenses required by law in connection with the construction, erection, or effectuation of any improvements to or on the Lease Premises by LESSEE. Whenever permits, licenses or approvals are required under any laws, ordinances, rules, or regulations of public authorities or governmental agencies in connection with the construction of any improvements on the Lease Premises or the repair or demolition or rebuilding thereof, LESSEE shall have the right to apply for and obtain all such permits, licenses, and approvals, copies of which are to be furnished to LESSOR. LESSOR shall execute any documents that may be reasonably required by LESSEE to effectuate the purpose of this Section 4. Should LESSEE contemplate placing three or more mobile homes on one contiguous tract of lease property, LESSEE shall first obtain written permission from LESSOR prior to filing for a Mobile Home Park designation from Lafourche Parish Government. In any event, LESSEE shall indemnify LESSOR against and hold harmless from any and all expenses, costs, and attorney's fees relating to or arising out of obtaining any such permit or license or any hearing, litigation, or damages (including fines and penalties), civil or criminal, arising out of obtaining any such permit or license, or from construction or other work performed pursuant to any permit or license obtained, unless such expenses, costs, and attorney's fees arise out of, or are related to, the fault of LESSOR. LESSEE shall (i) obtain written approval from LESSOR prior to placing access culverts on the leased property, said culverts being of the quality and dimensions and being placed at the elevations required by LESSOR; and (ii) construct a hard surface apron on all drives connecting to paved roads; and (iii) submit for approval by LESSOR, prior to construction of any improvements, a drainage plan for the leased property which shall adequately drain the leased property without creating ponding water or negatively impacting adjacent property; (iv) install skirting around trailers on the Lease Premises; and (v) maintain an updated site plan which shall be submitted to LESSOR immediately upon completion of LESSEE's improvements to the site and any time at which LESSOR may request a copy. The site plan shall include, but not be limited to, the location and depth of any buried lines on the property. LESSOR's copy of the site plan shall be updated each time LESSEE modifies the site in any manner.

5. **Insurance.** (A) LESSEE accepts the Lease Premises in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or property upon the Lease Premises, however occasioned. LESSEE further assumes and agrees to hold LESSOR, harmless against any loss, damage, liability, cost, expense (including fines), penalties, punitives and reasonable attorney's fees, on account of death of or injuries to persons, damage to property of others, or violation of any law or regulation, including costs and expenses incident thereto, arising wholly or in part from or in connection with the condition or use of the Lease Premises by LESSEE, assignees, occupants or any other third party, or any improvements, works, or facilities existing thereon or hereafter constructed by or at the instance of LESSEE or its assignees or occupants, and any operation performed or conducted by, or at the instance of LESSEE and/or its assignees or occupants or the employees, agents, and representatives of the same

768

961812

upon the Lease Premises, or the exercise of any rights granted herein or any default by LESSEE of any obligation contained therein. This indemnity and hold harmless obligation of LESSEE to LESSOR shall not apply to those claims which arose prior to the inception of this lease, nor to those claims which arise during the lease but relate to the condition of the Lease Premises which existed prior to the lease, including but not limited to environmental claims. In the event any administrative charge, proceeding, investigation, or suit is brought against LESSOR to recover for or on the account of any such damage, injury or death, LESSEE will, at LESSOR'S request, appear and defend said suit at its sole cost and expense, including provision of any appeal bond, and will pay any judgment that may be entered against LESSOR therein when said suit is finally determined. This Subsection (A) does not apply where any damage or injury occurs as a result of LESSOR'S negligent act or omission, and no language contained in this lease shall be construed to so indemnify LESSOR by LESSEE.

(B) At all times during the existence of this lease, LESSEE shall carry bodily injury and property damage insurance, free of cost to LESSOR, to protect the parties of this lease in keeping with and to the extent of the indemnity obligation stated herein, and in accordance with the minimum specifications set forth as follows:

(1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;

(2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage;

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage;

(4) Aircraft or Watercraft Liability (when applicable to project): \$5,000,000 for watercraft and \$10,000,000 for aircraft.

The policies of insurance listed in Section 5 B (1), (2), and (4) above shall name LESSOR as an additional insured and provide full waiver of subrogation of any and all claims against LESSOR. Furthermore, all policies of insurance required by this Section (B) shall provide that there be no cancellation, termination, or reduction of coverage without providing thirty (30) days prior written notice to LESSOR.

(C) LESSEE shall furnish to LESSOR evidence of insurance that meets the minimum requirements specified in Section (B) prior to the execution of this lease. LESSEE shall provide at least thirty (30) days prior written notice in case of reduction of insurance coverage.

(D) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy that meets the requirements of this section has been filed and is in effect at the time of such cancellation or termination.

(E) This article does not apply to any loss, damage, liability, cost, or expense relating to (i) the environmental condition of the Lease Premises or of any adjacent property or (ii) the production, storage, transportation, or disposal of any substance regulated under any Hazardous Substances or Environmental Laws or under Section 6.

6. **Environmental.** LESSEE, and its agents, employees, contractors and all other persons, companies, or forms employed by or acting for LESSEE on the Lease Premises, shall comply with the provisions of all federal, state, and local environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder, now or in the future, including, without limitation, the

961812

769

Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), the Louisiana Department of Environmental Quality Act (30:2001, et seq.), the Louisiana Solid Waste Management and Resources Recovery Act (30:2151, et seq.), the Louisiana Hazardous Waste Control Law (30:2171, et seq.), the Louisiana Inactive and Abandoned Hazardous Waste Sites Law (30:2221, et seq.), and the Louisiana Waste Reduction Law (30:2291, et seq.), and Statewide Order 29-B of the Louisiana Office of Conservation.

LESSEE, with respect to its use of the rights granted hereunder, will further obtain and maintain all federal, state, and local permits, licenses, certificates, and approvals required by applicable environmental laws, land use or other laws relating to the operation of its rights, including, but not limited to, (i) air emissions, (ii) discharge to surface or ground water, (iii) noise emissions, (iv) wetlands, (v) solid or liquid waste disposal, (vi) underground and aboveground storage tanks, (vii) the use, generation, storage, transportation or disposal of toxic or hazardous substances, waste or contaminants (intended hereby and hereafter to include, but not to be restricted to, any and all such material listed in any applicable federal, state or local law of code or ordinance and all rules and regulations promulgated thereunder, as toxic or hazardous), or (viii) other environmental, health or safety matters. All work, activities, construction and operations shall be conducted according to and in compliance with applicable governmental regulations and guidelines.

LESSOR may, but shall not be required to, engage such independent contractors as LESSOR determines to be appropriate to perform at any time an audit, including environmental sampling and testing of (a) the Premises, the surrounding soil and any adjacent areas, and any ground water located under or adjacent to the premises and/or any adjoining property, (b) LESSEE's compliance with any provision of this lease, and (c) the provision made by LESSEE for carrying out any Remedial Action that may be required by reason of the nature of LESSEE's business and its operations on the Premises (an "Environmental Audit"). LESSEE shall also have the right, at its expense, to engage a second independent contractor to perform an Environmental Audit, in the event it disagrees with LESSOR's Environmental Audit.

All costs and expenses incurred by LESSOR in connection with any such Environmental Audit shall be paid by LESSOR, except that if any such Environmental Audit shows that LESSEE has failed to comply with the provision of this lease or that the Premises (including surrounding soil and any underlying or adjacent groundwater) have become contaminated due to the operations or activities of LESSEE, then all reasonable costs and expenses of such audit shall be paid by LESSEE provided however that LESSEE shall not be liable for any costs and expenses for any clean up based on any activity which occurred prior to the commencement of this lease.

Each Environmental Audit shall be conducted (a) only after advance notice thereof has been provided to LESSEE at least seven (7) days prior to the date of such audit, and (b) in a manner reasonably designed to minimize the interruption of LESSEE's operations upon and use of the Premises. LESSOR shall at its sole cost and expense repair any damages to the Premises or to LESSEE's property that is caused by such Environmental Audit.

For purposes of this section of the lease, "clean up" shall refer to the repair, closure, detoxification, decontamination, or other clean up of the Premises required by any governmental authority having jurisdiction over the result of the presence or effects of any contamination on or about the Premises.

If any Environmental Audit of the Premises reveals that a clean up of contamination found on or about the Premises is required by

770

961812

applicable Environmental Laws, and if LESSEE is responsible for such clean up, then:

A. LESSOR shall provide LESSEE with a copy of such Environmental Audit and with a written explanation of the reasons why it is believed that LESSEE is responsible for conducting the clean up identified in such audit.

B. If, within thirty (30) days after receiving a copy of such Environmental Audit and such written statement, and provided LESSEE's Environmental Audit does not disagree with LESSOR's Environmental Audit, LESSEE fails either (a) to commence such clean up, or (b) with respect to any clean up which cannot be commenced within such thirty day period, fails to proceed with reasonable diligence to prosecute such clean up as promptly as practicable, then the LESSOR shall be entitled to provide a copy of the Environmental Audit to any cognizant federal, state, or local governmental agency having jurisdiction over the Premises or the substance causing the contamination.

C. Notwithstanding any other provision of the lease to the contrary, if the Environmental Audit reveals a situation which constitutes an emergency under any applicable Environmental Laws, then LESSOR shall have the right, but not the obligation, to carry out any remedial action required by any cognizant federal, state, or local governmental agency having jurisdiction over the Premises or the substance causing the contamination.

If LESSEE is responsible for the clean up of contamination, LESSOR shall provide written notice thereof to LESSEE who shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other clean up of the Premises required by the applicable Environmental Laws. Should LESSEE fail to implement and diligently pursue any such Remedial Action promptly upon receipt of notice thereof, then LESSOR shall have the right but not the obligation to carry out such Remedial Action and to recover all of the costs and expense thereof from LESSEE.

LESSEE shall promptly reimburse the LESSOR in the form of Additional Rent for all reasonable costs and expenses incurred by the LESSOR in performing the LESSEE's obligation to take Remedial Action, and any amounts not so reimbursed within thirty (30) days after the LESSEE's receipt of a fully supported invoice for reasonable and valid charges together with an itemized statement therefor shall bear interest at the Prime Rate plus five percent per annum.

Should any such Remedial Action for which LESSEE is responsible not be completed prior to the expiration or sooner termination of the lease, including any extensions thereof, then, if any remaining Remedial Action required of LESSEE is of such a nature as to make the Premises unleaseable, the lease shall be extended until such time as the Remedial Action has been sufficiently completed to make the Premises suitable for lease to third parties.

Upon expiration or earlier termination of the term of the lease, LESSEE shall (a) cause all Hazardous Substances or contaminants previously owned, stored, or used by LESSEE to be removed from the Premises and disposed of in accordance with applicable provisions of any Hazardous Substance Law; (b) remove any above ground or under ground storage tanks or other container installed by LESSEE to store any Hazardous Substances or contaminants on the Premises, and repair any damage to the Premises caused by such removal, (c) perform any clean-up required by the terms of this lease.

LESSEE shall indemnify, defend, and hold LESSOR free and harmless from any and all liabilities, damages, claims, causes of action, costs, or expenses, including reasonable attorney fees and the costs and expense of investigating and defending any government claims or proceedings, resulting from or attributable to the use or generation of Hazardous Substances, toxic wastes, or other contamination for which LESSEE is responsible.

961812

771

The indemnification obligations under this lease shall survive the expiration or sooner termination of the term of this lease.

7. **Non-Exclusive Use.** LESSEE shall have the right to (a) the non-exclusive use, in common with others, of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying and landing of aircraft; parking areas; appurtenances; and improvements; and (b) access the Lease Premises, limited to streets, driveways or sidewalks designated for such purposes by LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitees, and patrons; and (c) to install, operate, maintain, repair and store, subject to approval of LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of LESSEE's business.
8. **Right to Inspect.** LESSEE shall maintain the Lease Premises in a good, safe, clean, and professional-looking condition. LESSOR reserves the right to enter upon the Lease Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Should any of the grounds, structures, improvements, or appurtenances, in the opinion of LESSOR, be damaged beyond normal wear and tear or not maintained properly, LESSOR shall forthwith send LESSEE a list of the items damaged or improperly maintained and the repairs necessary to correct the situation. LESSEE shall then have fifteen (15) days from receipt of the aforementioned list to respond to LESSOR'S allegations. Should LESSEE agree to the responsibility for the damage and the method of repair, then LESSEE agrees to design repairs within thirty (30) days from receipt of LESSOR'S list. Repairs will have to be completed within one hundred eighty (180) days, subject to force majeure. An extension may be granted by written consent from LESSOR upon demonstration of need by LESSEE.

Should LESSEE disagree with the claim of LESSOR, LESSEE shall so state in writing to LESSOR within fifteen (15) days from receipt of LESSOR'S list. If agreement is not reached between LESSEE and LESSOR within fifteen (15) days, LESSOR may pursue a suit for damages and/or specific performance.

If it is ultimately determined that LESSOR'S requests were unreasonable, LESSEE shall be entitled to pursue LESSOR for damages, expenses, and attorneys' fees. If it is ultimately determined that LESSEE's refusal or failure to comply with LESSOR'S requests was unreasonable, LESSOR shall be entitled to pursue LESSEE for damages, expenses, and reasonable attorney's fees.

9. **Maintenance of Facility.** Upon expiration, termination, or cancellation of this lease or any portion thereof by default, forfeiture, lapse of time, or any other cause, LESSEE will at once surrender and deliver up to LESSOR the Lease Premises or such portion thereof, in the same condition it was at the commencement of this lease, normal wear and tear excepted, and in compliance with all then applicable governmental authority rules and regulations; included in said obligations, LESSEE shall be required to remove, remediate and clean up, at its sole risk, cost and expense, any contamination which was spilled on or discharged on or which settled on or threatens to settle on the surface of the Lease Premises, other of LESSOR's lands and any other affected property (whether or not owned by LESSEE or a third party) as a result of LESSEE's operations hereunder, in accordance with applicable federal and state laws and regulations.

All furniture, equipment, machinery, trade fixtures, tools, signage, and other personal property (collectively, "Trade Fixtures") that may from time to time be placed or installed on the Lease Premises by

772

961812

LESSEE (whether or not attached to the Lease Premises), including without limitation any cranes, hoists, lifts, etc., shall remain the property of LESSEE and may be removed at any time, provided that LESSEE repairs any damage resulting from the removal thereof. LESSEE agrees that, within forty-five (45) days after the expiration or earlier termination of this lease, LESSEE will remove its Trade Fixtures from the Lease Premises, and LESSOR hereby grants LESSEE a license to enter the Lease Premises at any time or times during such forty-five (45) day period to remove LESSEE's Trade Fixtures provided that such removal shall not be in a manner disruptive to any other facilities on the Lease Premises or business conducted thereon; any such Trade Fixtures not removed within the forty-five (45) day period become the property of LESSOR; and this right to remove Trade Fixtures is subordinate and subject to any lien and privilege LESSOR may hold with respect to any such Trade Fixtures in connection with LESSEE's failure to fulfill obligations under the lease.

10. **Assignment or Transfer.** LESSEE may not, at any time during the term of this lease, assign or transfer this agreement or any interest therein, without the written consent of LESSOR.
11. **Taxes.** LESSEE shall pay and discharge any tax, fee, or assessment of any nature levied upon or against the leasehold estate created hereunder and LESSEE'S interest in any leasehold improvements.
12. **Obstructions.** LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft. LESSEE shall, upon approval by LESSOR and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration," as required by FAA Regulation Part 77.
13. **Default.** LESSEE shall be deemed in default upon: (a) failure to pay rent within 30 days after due date; (b) the filing of a petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement; (c) the commencement of a proceeding for dissolution or for the appointment of a receiver; (d) the making of an assignment for the benefit of creditors; and (e) violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days of written notice provided LESSEE by LESSOR. Default by LESSEE shall authorize LESSOR, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, LESSEE expressly waiving the necessity of any notice to vacate.
14. **Collection.** Should any claim for rentals due or for any other money claimed under this lease arise in favor of LESSOR and against LESSEE, and should such claim be placed in the hands of an attorney for collection or other action after maturity, and to protect the rights of LESSOR herein, an additional amount of fifteen percent (15%) of the amount of principal and interest due shall be paid by LESSEE as attorney's fees, together with all costs, charges, and other expenses incurred by LESSOR in collecting such claim, subject to the grace periods granted to LESSEE and to other provisions of this lease.

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- 15. **Warranty.** This instrument is executed by LESSOR without any warranty whatsoever, not even for the return of the rentals paid, and is made expressly subject to and shall at all times be held by LESSEE subordinate and inferior to any existing recorded servitudes, pipeline permits, rights of way, oil, gas and other mineral leases, trapping leases, and any other recorded contract presently affecting the Lease Premises.
- 16. **Notices.** Any notice required or permitted by this lease shall be sent by certified United States mail, postage prepaid, to the addresses listed herein below and shall be deemed given as of the postmark appearing thereon:

**GREATER LAFOURCHE PORT COMMISSION
P. O. DRAWER 490
GALLIANO, LA 70354**

**TEXAIR HELICOPTERS, INC.
8919 PAUL B. KOONCE
HOBBY AIRPORT
HOUSTON, TEXAS 77061**

IN WITNESS WHEREOF, this lease has been executed in triplicate originals as of the 15th day of June 2004, in the presence of the undersigned competent witnesses.

WITNESSES:

GREATER LAFOURCHE PORT COMMISSION

Adrian Wells
Serena S. Bruce

BY: *Donald J. Vazier*
DONALD VAZIER, PRESIDENT

WITNESSES:

TEX AIR HELICOPTERS, INC.

Jim Mas
John Hendren

BY: *Neill Osborne*
NEILL OSBORNE, PRESIDENT

774

STATE OF LOUISIANA

961812

PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, personally came and appeared **DONALD VIZIER** who after being duly sworn, did depose and say:

That he is the **President** of **GREATER LAFOURCHE PORT COMMISSION**, and that as such duly authorized officer, he executed the above and foregoing instrument for and on behalf of said **GREATER LAFOURCHE PORT COMMISSION**, and acknowledged said instrument to be the free act and deed of said **GREATER LAFOURCHE PORT COMMISSION**.

Donald Vizier
DONALD VIZIER

Sworn to and subscribed before me this 15th day of June, 2004.

Denna G. Guldry
NOTARY PUBLIC

Denna G. Guldry
Notary Public ID No. 59610
Lafourche Parish, LA
My Commission is for life.

STATE OF TEXAS

COUNTY OF _____

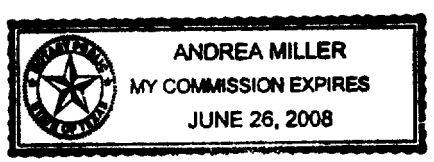
BEFORE ME, the undersigned authority, personally came and appeared **NEILL OSBORNE** who after being duly sworn, did depose and say:

That he is the President of **TEX AIR HELICOPTERS, INC.** and that as such duly authorized officer, he executed the above and foregoing instrument for and on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

Neill Osborne
NEILL OSBORNE

Sworn to and subscribed before me this 11th day of June, 2004.

Andrea Miller
NOTARY PUBLIC



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Property Description
Tract "L-02"

A certain tract of property situated on the left descending bank of Bayou Lafourche, in the Parish of Lafourche, near the city of Galliano, State of Louisiana, located in Township 19 South, Range 22 East and described as follows; Beginning at a point which is designated as point "A", which point has a horizontal State plane, NAD 83, Louisiana South Zone - 1702, U. S. survey feet coordinate of X=3,620,988.3335 and Y=344,849.8651, which point shall also be designated as the "Point of Beginning", thence proceeding at a bearing of North 00°10'40" East for a distance of 189.88 feet to point "B", thence proceeding at a bearing of South 89°49'20" East for a distance of 240.81 feet to point "C", thence proceeding at a bearing of South 00°04'04" East for a distance of 88.65 feet to point "D", thence proceeding at a bearing of North 89°58'48" East for a distance of 59.74 feet to point "E", thence proceeding at a bearing of South 00°02'52" East for a distance of 47.62 feet to point "F", thence proceeding at a bearing of North 89°52'03" East for a distance of 57.34 feet to point "G", thence proceeding at a bearing of South 00°09'45" West for a distance of 54.31 feet to point "H", thence proceeding at a bearing of North 89°43'38" West for a distance of 112.39 feet to point "I", thence proceeding at a bearing of North 89°49'20" West for a distance of 106.08 feet to point "J", thence proceeding at a bearing of North 89°49'20" West for a distance of 10.00 feet to point "K", thence proceeding at a bearing of North 00°10'40" East for a distance of 150.00 feet to point "L", thence proceeding at a bearing of North 89°49'20" West for a distance of 70.00 feet to point "M", thence proceeding at a bearing of South 00°10'40" West for a distance of 150.00 feet to point "N", thence proceeding at a bearing of N 89°49'20" West for a distance of 60.00 feet to point "A", which point is the "Point of Beginning". Said property is designated as Tract "L-02" and is fully shown on a plat prepared by Picciola & Associates, Inc., dated April 26, 2004 and titled "South Lafourche Leonard Miller, Jr. Airport".

Said property has an area of 44,452.85 sq. ft. and is bounded on all sides by other properties of the South Lafourche Leonard Miller, Jr. Airport, together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining.

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POSITIONAL DATA		
DESCRIPTION	X-COORD.	Y-COORD.
A	3,620,988.3335	344,849.8651
B	3,620,988.9222	345,039.7440
C	3,621,229.7272	345,038.9974
D	3,621,229.8322	344,950.3456
E	3,621,289.5691	344,950.3664
F	3,621,289.6089	344,902.7433
G	3,621,346.9534	344,902.8759
H	3,621,346.7994	344,848.5669
I	3,621,234.4087	344,849.1022
J	3,621,128.3328	344,849.4311
K	3,621,118.3329	344,849.4621
L	3,621,118.7980	344,999.4613
M	3,621,048.7983	344,999.6784
N	3,621,048.3332	344,849.6791
FAA L49 A	3,621,705.7010	344,763.5265
FAA L49 B	3,621,976.7255	347,125.7330

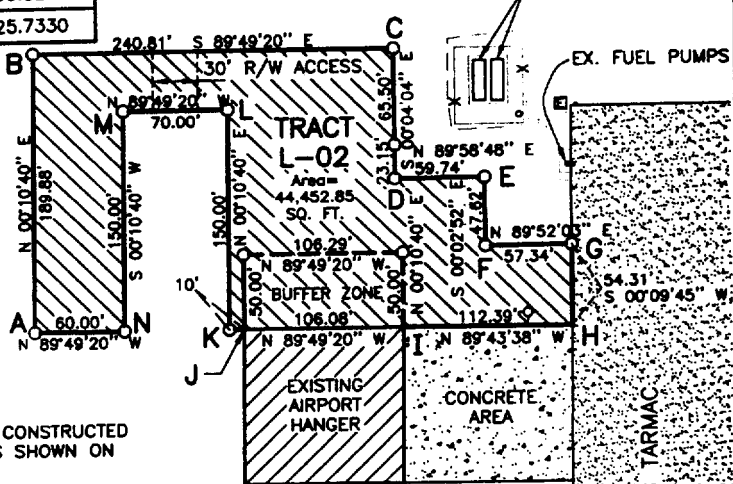
GENERAL NOTES:

1. NO TITLE RESEARCH WAS REQUESTED OR DONE FOR THE INVESTIGATION OF ANY RIGHT-OF-WAYS OR SERVITUDES WHICH MAY AFFECT THE PROPERTY BEING SURVEYED. THEREFORE, EXISTING RIGHT-OF-WAYS OR SERVITUDES ARE NOT SHOWN (IF ANY).
2. THE SURVEY OF THIS PROPERTY MAY INCLUDE VISIBLE TOPOGRAPHIC FEATURES. SUB-SURFACE UTILITIES, PIPELINES AND STRUCTURES WERE NOT LOCATED AND ARE NOT SHOWN UNLESS REQUESTED BY THE CLIENT.
3. BEARINGS ARE BASED ON STATE PLANE COORDINATES NAD 83, LOUISIANA SOUTH ZONE. THE PRIMARY MONUMENTS USED WERE FAA L49 A AND FAA L49 B.

COORDINATES ARE BASED ON NAD 83 GRID LOUISIANA SOUTH ZONE 1702 US FEET

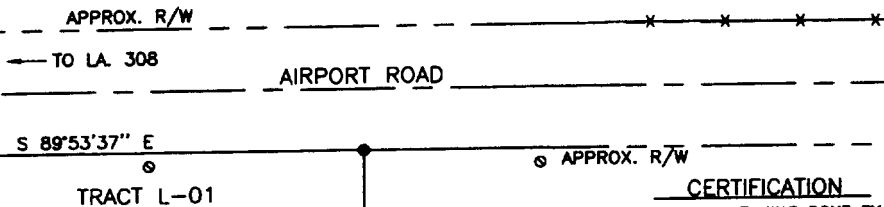
SOUTH LAFOURCHE
LEONARD MILLER, JR. AIRPORT

SOUTH LAFOURCHE
LEONARD MILLER, JR. AIRPORT



RESTRICTION NOTES:

1. NO PERMANENT STRUCTURES CAN BE CONSTRUCTED IN THE DESIGNATED BUFFER ZONE THAT IS SHOWN ON THIS PLAT.
2. NO PERMANENT STRUCTURES CAN BE CONSTRUCTED WITHIN 50' OF EXISTING FUEL TANKS AND EXISTING FUEL PUMPS AS SHOWN ON THIS PLAT.



LEGEND:

- SET 1/2" IRON RODS
- EX. IRON MARKERS
- ⊙ EX. POWER POLES
- ◇ EX. LIGHT POLE
- EX. ELECTRICAL BOX
- X — EX. CHAIN-LINK FENCE

CERTIFICATION

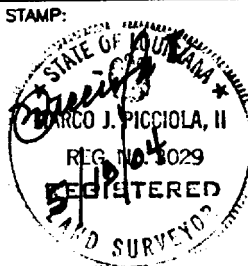
THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH A CLASS "C" SURVEY INDICATED IN THE ABOVE STANDARDS.

APPROVED BY:

Marco J. Picciola, II
MARCO J. PICCIOLA, II, L.S.
LA. LICENSE NO. 3029
LAND SURVEYOR

J.N. 0422-0401

**SOUTH LAFOURCHE
LEONARD MILLER, JR. AIRPORT**
SURVEY PLAT SHOWING LEASE PROPERTY OWNED BY THE SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT WHICH SHALL BE DESIGNATED AS TRACT L-02. PROPERTY IS LOCATED IN T-19-S, R-22-E.
NEAR GALLIANO, LA. LAFOURCHE PARISH
REVISIONS: SCALE: 1" = 100'



PICCIOLA & ASSOCIATES, INC.
CIVIL ENGINEERS LAND SURVEYORS
NAVAL ARCHITECTS MARINE ENGINEERS
P.O. BOX 687
CUT OFF, LOUISIANA 70345
(985) 632-5786
DATE: APRIL 26, 2004
DRAWN BY: L.M.C.

FILED FOR RECORD

2004 JUN 22 PM 1:54
Kristy D. Savare
CLERK OF COURT
PARISH OF LAFOURCHE, LA

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

GREATER LAFOURCHE PORT COMMISSION

First VENDEE

HAPPY COW CATTLE CO L L C

Index Type : CONVEYANCE

Inst Number : 1363299

Type of Document : LEASE

Book : 2278

Page : 368

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana.

On (Recorded Date) : 10/09/2023

At (Recorded Time) : 10:02:19AM



Doc ID - 034223010004

Annette M. Fontana
Clerk of Court

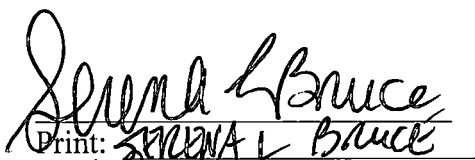
NOTICE OF LEASE

This Notice of Lease (the "Notice") is made this 27 day of September, 2023, between the Greater Lafourche Port Commission ("LESSOR"), whose address is 16829 East Main Street, Cut Off, LA 70345, and HAPPY COW CATTLE COMPANY, L.L.C. ("LESSEE"), whose address is 16124 Highway 3235, Cut Off, LA 70345, who agree as follows:

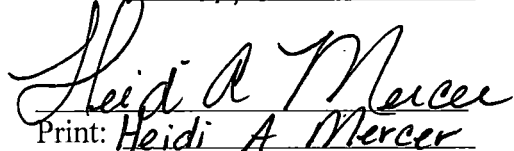
1. Premises. LESSOR has leased to LESSEE and LESSEE has leased from LESSOR pursuant to a lease (the "Lease") dated October 1, 2023, the immovable property located in the Parish of Lafourche, State of Louisiana and described as "Leased Premises" on Exhibit "A" attached to this Notice (the "Leased Premises").
2. Term. The Lease is for a Primary Term of five (5) years from October 1, 2023 through September 30, 2028. LESSEE shall have the right and option to renew and extend this Lease for one (1) additional five (5) year period upon the terms and conditions contained herein. LESSEE shall have the right to terminate this Lease provided LESSOR is given thirty (30) days written notice.
3. Rights of First Refusal and Options to Purchase. The Lease includes no Right of First Refusal, Option to Purchase or other agreement of LESSOR to transfer all or any portion of the Lease Premises.
4. Purpose of Notice. This Notice is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.
5. Incorporation. All of the terms and conditions of the Lease shall be incorporated herein by reference, as though fully set forth herein.
6. Copy of Lease. In accordance with the provisions of the Louisiana Public Records Act (La.R.S. 44:1, *et seq*), a copy of the Lease can be obtained by proper written request delivered or mailed to the Greater Lafourche Port Commission at 16829 East Main Street, Cut Off, LA 70345. For more details, contact the Greater Lafourche Port Commission at 985-632-6701.

WITNESSES:

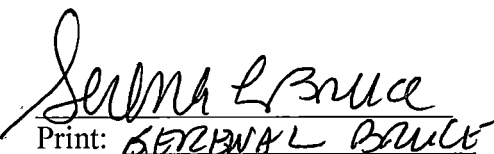
GREATER LAFOURCHE PORT COMMISSION



Print: SERINA L BRUCE

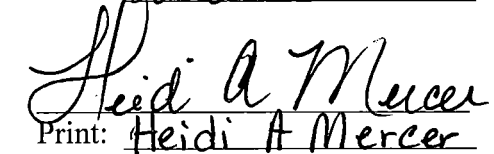

HARRIS CHERRAMIE, JR., PRESIDENT


Print: Heidi A Mercer

HAPPY COW CATTLE CO., L.L.C.


Print: SERINA L BRUCE


GERALD P. SAVOIE, JR.
MANAGING MEMBER


Print: Heidi A Mercer

The following resolution was offered by Reggie Ledet, who moved for its adoption, seconded by Thomas Pitre III, and adopted by the following vote:

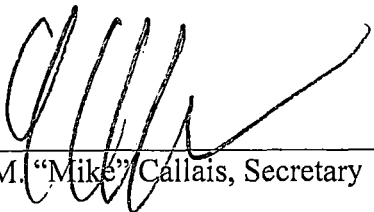
Yeas	9
Nays	0
Absent	0

RESOLVED, that the Board of Commissioners of the Greater Lafourche Port Commission ("GLPC") does hereby approve the request from Happy Cow Cattle Company, LLC for the hay lease at the South Lafourche Industrial Park.

BE IT FURTHER RESOLVED, that President Harris Cheramie Jr. be, and is hereby authorized to execute said lease agreement.

I, Charles M. "Mike" Callais, Secretary of the Board of Commissioners of the Greater Lafourche Port Commission, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by said Commission at its regular meeting held on September 13, 2023, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.

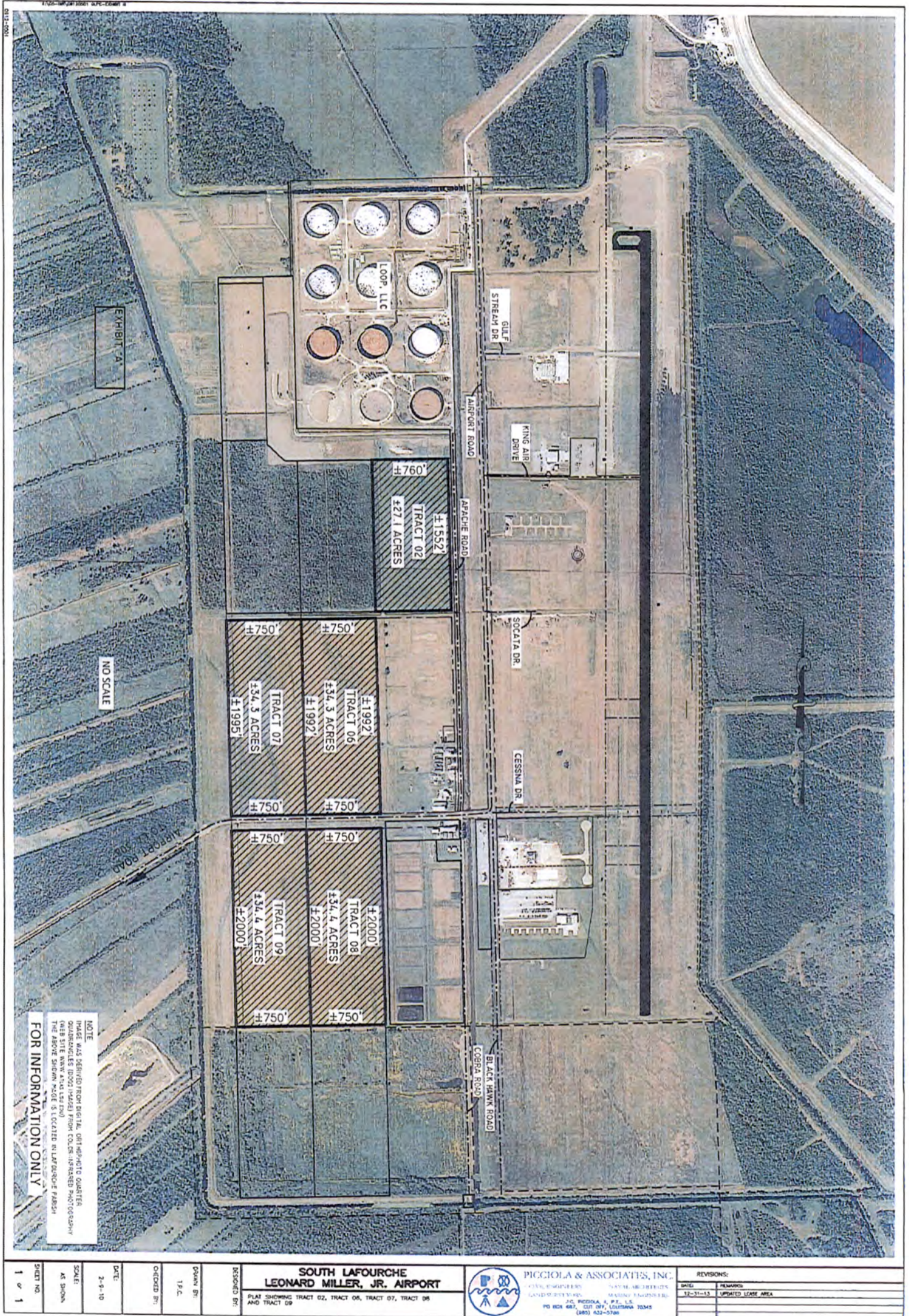
WITNESS MY HAND, and the seal of the Commission at Cut Off, Louisiana, on the 22nd day of September 2023.



Charles M. "Mike" Callais, Secretary

#1363299

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NOTE
 IMAGE WAS DERIVED FROM DIGITAL ORTHOPHOTO QUANTITIES (SEE SITE WWW.AXIA.EAS.COM)
 THE ABOVE SHOWN ACRES IS LOCATED IN LANDSCAPE PAPER
FOR INFORMATION ONLY

SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT		PICCIOLA & ASSOCIATES, INC. CIVIL ENGINEERS ARCHITECTS LAND SURVEYORS MASSING ENGINEERS 210 PICCIOLA, P.O. BOX 155 HO HOX 482, SUITE 101, LITTLETON, CO 80120 (303) 433-5788	REVISIONS: DATE: 12-31-13 REMARKS: UPDATED LEASE AREA
SHEET NO. 1 of 1	DATE: 2-8-10		DRAWN BY: J.P.C.
PLAT SHOWING TRACT 02, TRACT 06, TRACT 07, TRACT 08 AND TRACT 09			

EXHIBIT "A"

#1363299