

# Exhibit D. Parks Geismar Site Property Deed Report

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SALE WITH VENDOR'S PRIVILEGE AND MORTGAGE  
APR 26 1998

CERTIFIED TRUE COPY OF  
RECORD

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420181

BY CLERK

STATE OF LOUISIANA

BY: CARLINE'S MARINE TOWING, INC.

TO: SOUTHWOOD TERMINAL, L.L.C.

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 26th day of August, 1998, before me, CHARLES O. SIMMONS, JR., Notary Public for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the witnesses hereinafter named and underigned, personally came and appeared:

CARLINE'S MARINE TOWING, INC. (T.I.N. ) a Louisiana corporation, domiciled in the Parish of Plaquemine, represented herein by its undersigned President, E. J. CARLINE, JR., duly authorized to appear herein pursuant to Resolution on file and of record in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana,

domiciled in Iberville Parish, State of Louisiana, whose permanent mailing address is declared to be 27870 Intracoastal Road, Plaquemine, Louisiana 70764, hereinafter designated as "Vendor," who declared that for the consideration and upon the terms and conditions hereinunder expressed, said vendor has bargained and sold, and does by these presents bargain and sell, under all lawful warranties, and with substitutions and subrogations to all rights and actions of warranty against all preceding owners and vendors unto

SOUTHWOOD TERMINAL, L.L.C. (T.I.N. 72-1338846), a Louisiana limited liability company, domiciled in the Parish of East Baton Rouge, represented herein by its undersigned President, FREDERICK L. PARKS, he being duly authorized to appear herein pursuant to Resolution on file and of record in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana,

domiciled in Baton Rouge, State of Louisiana, and whose permanent mailing address is declared to be 733 East Airport Avenue, Baton Rouge, Louisiana 70806, hereinafter designated as "Purchaser," here present, purchasing and accepting and acknowledging delivery and possession of the following described property, to-wit:

Four (4) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 18, 19, 20, 21, 22 and 23, Township 10 South, Range 2 East, Southeastern Land District of Louisiana, in that subdivision of the Parish of Ascension, State of Louisiana, known as BELLE HELENE PLANTATION, and designated on the official subdivision plat on file and of record as Entry 40574, in the records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana, as LOTS NUMBER SEVEN (7), FORTY (40), FORTY-ONE (41) AND FORTY-TWO (42), said subdivision, said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions, all as more particularly shown on the official subdivision plat; together with all batture between said property and the Mississippi River; and further, with all rights to those public and private roads and servitudes running through said property or on which said property fronts, including ownership to any such roads or servitudes in the event of revocation, either past, present or future.

Being a portion of the same property acquired by Seller by acts on file and of record as Entry 142203 and Entry 150561, in the records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana.

The parties hereto acknowledge that this is an "en masse" sale and Vendor makes no warranty as to the amount of acreage in the subject property.

Owner quitclaims to Purchaser, without warranty, all the right, title and interest which it may have in the mineral rights, royalties or mineral leasehold interests in or under the subject property. Without limiting the generality of the foregoing, Vendor conveys and assigns to Purchaser all right, title and interest which it may have in and to those Oil and Gas Leases recorded as Entry 245842, 253318, 263831 and 2676764, in the records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana.

The existing Lease Agreement between Vendor and Purchaser is declared terminated as of this date and the parties have settled on a proration of rent, the payment and receipt of which are acknowledge.

This transfer is subject to such prior servitudes, reservations and leases of record in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana.

As additional consideration to this act of sale, Purchaser has the exclusive right, privilege and option to purchase all or any portion of LOT FORTY-THREE (43), BELLE HELENE PLANTATION, Ascension Parish, Louisiana, together with all batture between said property and the Mississippi River, and further, with all rights to those public and private roads and servitudes running through said property or on which said property fronts, without any additional payment or consideration, for a period of Twenty-four (24) months from date. Purchaser is presently having a survey made of the property hereinabove described, including that portion of Lot 43 on which purchaser may choose to exercise his option to acquire. The parties hereto agree that once this proposed survey has been prepared, approved by the appropriate governmental authorities and approved by Seller herein, they will execute an Act of Amendment to this Sale with Mortgage to conform to that total tract of land to be acquired by Purchaser. Said survey, any required approvals and preparation and recordation of said Amendment shall be at Purchaser's sole cost and expense.

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To have and to hold the said property unto the said purchasers, its heirs, successors and assigns, forever. This present sale and conveyance is made and accepted for and in consideration of the price and sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 (\$1,300,000.00) DOLLARS, of which amount purchaser has paid the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$975,000.00) DOLLARS cash, the receipt of which and the sufficiency of which is hereby acknowledged, and for the balance of said purchase price, namely, the sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$325,000.00) DOLLARS, Purchaser has made and subscribed its One (1) certain promissory note, or obligation, dated of even date herewith, in the sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$325,000.00) DOLLARS, payable to the order of CARLINE'S MARINE TOWING, INC., bearing interest at the rate of SEVEN AND NO/100 (7.00%) per cent per annum, from date, until paid, payable at the office of CARLINE'S MARINE TOWING, INC., 27870 Intracoastal Road, Plaquemine, Louisiana 70764, or at such other place as the holder of the note may from time to time designate in writing, in the following manner: In Three (3) equal principal annual installments of \$108,333.33 each, plus accrued interest to date of payment, the first payment being due and payable on or before the 26th day of August, 1999, and a like installment being due and payable on or before the 26th day of August, each succeeding year thereafter, provided, if not sooner paid, the last and final payment shall be due and payable on or before the 26th day of August, 2001. Maker reserves the right to prepay all or any portion of said indebtedness without payment of penalty or unearned interest.

which note after having been duly paraphed "Ne Varietur" by me, said Notary, for identification herewith was delivered to said holder, here present acknowledging receipt thereof, and accepting these presents.

And the said purchaser further declared that said purchaser does by these presents bind and obligate the purchaser to pay and reimburse all such lawyer's and attorney's fees, together with all such costs, charges, and expenses as the present or any future owner or owners of said indebtedness, represented as aforesaid, shall or may incur or pay in the event of the non-payment of said indebtedness or any part thereof, at maturity, or in case it should become necessary to place said indebtedness, or any part thereof, in the hands of an attorney at law for collection, suit or otherwise, said attorney's fees, however, to be fixed at TEN (10%) per cent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said unpaid purchase price, represented as aforesaid, in capital and interest, together with all costs, including the attorney's fees herein stipulated, the said purchaser grants and the vendor retains a special mortgage with vendor's lien and privilege on the property herein conveyed in favor of said vendor and the future owner or owners of said indebtedness, or any part thereof, until the same shall have been fully paid and satisfied in principal and interest, it being agreed and stipulated that said property shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event that said indebtedness or any part thereof, represented as aforesaid, shall not be punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein sold and mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisalment, to the highest bidder, payable in cash; the purchaser further expressly waives the citation and all notices and delays, including the three-day notice provided by Article 2639 of the Code of Civil Procedure; hereby confessing judgment in favor of said vendor and such person or persons who may be the owner or owners of said indebtedness, for the full amount thereof, principal and interest, together with all costs, including the attorney's fees herein stipulated, and further waives and renounces all and every appraisalment and the benefit of appraisalment and all laws relating to the appraisalment of property seized and sold under executory or any other legal process.

The purchaser shall pay all taxes assessed, or than may be assessed, against the property herein sold and mortgaged, promptly and before they become delinquent and until the payment of all of said indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire in the full sum of THEIR MARKET VALUE, in good and solvent insurance companies, until the payment of all of said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to the present vendor, or any future owner or owners of said indebtedness. Mortgagee is hereby authorized at its option, to pay said taxes, and to have such insurance made and affected, at the cost and expense of the said purchaser, and it is agreed and stipulated that all sums so expended in paying said taxes, and in effecting and keeping in force said insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted in the further amount of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS.

Purchasers may not transfer the within described property this date purchased without the written consent or permission of vendor or the future owner or owners of said indebtedness herein created. Any such transfer without written permission, shall ipso facto, and without any demand or putting into default, cause all of said indebtedness to become immediately due and exigible.

Mortgagee binds itself to execute Acts of Partial Release of acreage tracts from the subject property, provided (1) Mortgagor pays to Mortgagee a release price of \$6,230.00 per acre, which will be credited against the next ensuing annual payment; and (2) no road frontage shall be released except between parallel lines which run to the rear of the property.

Any failure on the part of the purchaser to pay said taxes, or to effect and keep in force said insurance, as herein provided, to pay said indebtedness, or any part thereof, or the interest thereon promptly when due, shall ipso facto, and without any demand or putting into default, cause all of said indebtedness to become immediately due and exigible.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used, it shall be construed to include "purchasers."

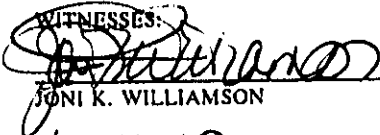

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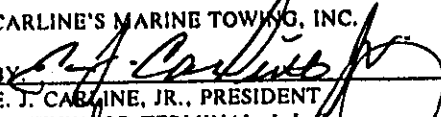
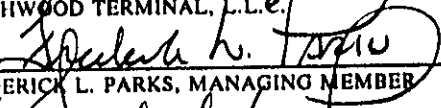
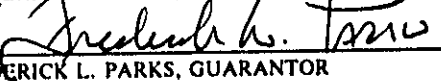
All agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

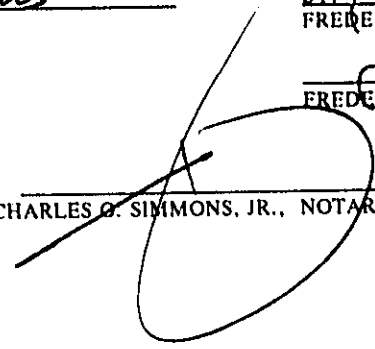
The certificate of mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto. All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto attached. Taxes for the year 1998 have been paid by Seller in proration of 238/365ths.


AND TO THESE PRESENTS came and appeared FREDERICK L. PARKS, individually and as guarantor, who hereby obligates himself in solido with the said Purchaser for the payment of all indebtednesses and the performance of all obligations undertaken by said Purchaser in this instrument and in the Promissory Note described herein.

THUS DONE, READ AND PASSED at my office, in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, month and year as first above written.

WITNESSES:  
  
\_\_\_\_\_  
JONI K. WILLIAMSON  
  
\_\_\_\_\_  
HEATHER L. SANDERS

CARLINE'S MARINE TOWING, INC.  
BY:   
\_\_\_\_\_  
E. J. CARLINE, JR., PRESIDENT  
SOUTHWOOD TERMINAL, L.L.C.  
BY:   
\_\_\_\_\_  
FREDERICK L. PARKS, MANAGING MEMBER  
  
\_\_\_\_\_  
FREDERICK L. PARKS, GUARANTOR

  
\_\_\_\_\_  
CHARLES O. SIMMONS, JR., NOTARY PUBLIC

RECORDED FROM THE DOCUMENT ON FILE THIS 28TH DAY OF AUGUST 1998  
  
KERMIT HART BOURQUE CLERK OF ASCENSION

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