

Exhibit F.

Germania Site

Partial Title Abstract



Baton Rouge Area Chamber®

Germania Site
Partial Title Abstract



LED Partial Title Abstract

Dates Researched: 1/1/1940 to 6/22/2022

Current Owner	William C. Hayward III*
Parcel Numbers	267401
Acreage	80 acres
Location	Sections 22, 23, 24, 25, T10S, R14E
Date Acquired	2/2/2012, 10/20/2004
File Number	790838, 790839, 790840, 568770
Current Owner	Germania Plantation, Inc.*
Parcel Numbers	267401
Acreage	80 acres
Location	Sections 22, 23, 24, 25, T10S, R14E
Date Acquired	5/7/2007
File Number	667297
Current Owner	William C. Hayward, III
Parcel Numbers	267500
Acreage	21.31 acres
Location	Sec. 24, T10S, R14E
Date Acquired	6/3/2010, 6/13/2008
File Number	749162, 699124
Current Owner	Christine Rodriguez, William C. Hayward III*
Parcel Numbers	267401
Acreage	80 acres
Location	Sections 22, 23, 24, 25, T10S, R14E
Date Acquired	9/30/2002
File Number	526009
Current Owner	Joan Renke McKee*
Parcel Numbers	267401
Acreage	80 acres
Location	Sections 22, 23, 24, 25, T10S, R14E
Date Acquired	3/25/1986
File Number	228490
Current Owner	Germania Plantation, Inc.**
Parcel Numbers	267402
Acreage	610.51 acres
Location	Sections 22, 23, 24, 25, T10S, R14E
Date Acquired	12/31/1964
File Number	77467
Book/Entry	182/661
	(Includes 25.5' right of passage)
	<div><div>*This is the batture area and represents additional Germania Plantation, Inc. et al owned property which is not included in certification but available for marketing and/or purchase.</div><div>**Portions of this property is additional Germania Plantation, Inc, which is not included in certification but available for marketing and/or purchase</div></div>
ROW Document 1	Lease
Entity Acquiring ROW	Capital Marine Supply, LLC
Owner of Property when Acquired	Germania Plantation, Inc. et al
Date	10/13/2020
File Number	4797

ROW Document 2	Drainage Servitude
Entity Acquiring ROW	Ascension Parish Council
Owner of Property when Acquired	Germania Plantation, Inc.
Date	10/17/2019
File Number	4797
ROW Document 3	Judgment (reaffirmed 25.5' right of passage granted in sale of property to Germania Plantation, Inc. by Helene Reuss Hayward 12/31/1964)
Entity Acquiring ROW	Germania Plantation, Inc.
Owner of Property when Acquired	William C. Hayward III
Date	9/26/2018
File Number	956735
ROW Document 4	Agricultural Lease
Entity Acquiring ROW	Elise Plantation Co., Inc.
Owner of Property when Acquired	Germania Plantation, Inc.
Date	5/22/1996
File Number	371382
Book/Entry	559/070

Sell Offs After Purchase

NONE	NONE
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Mortgages/Liens

Mortgagor	Germania Plantation, Inc.
Mortgagee	Louisiana National Security Bank
Date	12/5/1996
File Number	383004
Book/Entry	690/341
Mortgagor	Germania Plantation, Inc.
Mortgagee	Douglas S. Hayward, Sr.
Date	1/8/1993
File Number	318516
Book/Entry	548//620

Maps/Plats Provided

Map Name	Plat showing the Survey of a 21.309 acre Tract of the Subdivision of the Front of Germania Plantation into Four (4) Equal Tracts, as in the Will of Helene Reuss Hayward (Tract #4 is part of site to be certified)
Date	11/28/2005
File Number	622643
Map Name	Survey of Front Part of Germania Plantation in Sections 22, 23, 24, & 25 T10S, R14E, S.E.D.W.R. Ascension Parish, LA.
Date	12/31/1964
File Number	77467
Map	None

Ownership Names Researched

Name	Dates Researched
Germania Plantation, Inc.	1/1/1940 to Present
Christina Rodriguez	1/1/2002 to Present
William C. Hayward, III	1/1/2002 to Present
Joan Renke McKee	1/1/1985 to Present
Clarine H. Mauffray	1/1/1996 to Present
Susan H. Gayaut	1/1/1996 to Present
Marie H. Bernard	1/1/1996 to Present
Tommy R. Hayward	1/1/1996 to 2/2/2012
Judy Schuengel	1/1/1996 to 2/2/2012
Connie McClain	1/1/1996 to 2/2/2012
Douglas S., Hayward, Sr.	1/1/1962 to 12/31/2007
Elise Planting Company, Inc.	1/1/2005 to 12/31/2007
William C. Hayward, Jr.	1/1/1985 to 9/30/2002
John Reuss Hayward	1/1/1985 to 11/27/1996
Helene Reuss Hayward	1/1/1940 to 12/13/1985

Tax Information

Parish	Ascension Parish
Tax Year	2021
Assessed Ownership	William C. Hayward III
Assessment Number	267500
Land	\$7,200.00
Improvements	\$0.00
Total Value	\$7,200.00
Taxes	\$88.32
Zoning	Agricultural Land Class II
Municipal Address	9187 LA Hwy. 405, Donaldsonville, LA
Parish	Ascension Parish
Tax Year	2021
Assessed Ownership	Germania Plantation, Inc.
Assessment Number	267401
Land	\$4,000.00
Improvements	\$0.00
Total Value	\$4,000.00
Taxes	\$49.06
Zoning	Freshwater Marsh
Municipal Address	LA Hwy. 405, Donaldsonville, LA
Parish	Ascension Parish

Tax Year	2021
Assessed Ownership	Germania Plantation, Inc.
Assessment Number	267402
Land	\$200,490.00
Improvements	\$0.00
Total Value	\$200,490.00
Taxes	\$2,513.51
Zoning	Agricultural Lands Class II
Municipal Address	None Given

INSTRUMENT # 00790840 *2sc*
FILED AND RECORDED
ASCENSION CLERK OF COURT
2012 FEB 02 08:35:01 AM
COB ☒ MOB ☐ OTHER ☐

Kelly Leung
DEPUTY CLERK & RECORDER

CASH SALE

On the dates listed below, and before me, the undersigned
Notaries Public in and for the County/Parish and
States listed below, and in the presence of the
subscribing witnesses, personally came and appeared:

STATE OF LOUISIANA

CERTIFIED TRUE COPY BY

JUDY SCHUENGEL, (xxx-xx-____), a resident of the County of Hancock
State of Mississippi, dealing herein with her separate property, under her
separate administration and control, whose present address is declared to be 901
Victoria Street, Waveland, Mississippi 39576, married to and living with
John L. Schuengel.

DEPUTY CLERK
MISSISSIPPI

hereinafter referred to as "SELLER,"

who declared that for the price of **FOUR THOUSAND AND 00/100 (\$4,000.00)**
DOLLARS, cash, and other valuable consideration, receipt of which is acknowledged,
SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and
actions of warranty SELLER may have, unto:

WILLIAM C. HAYWARD, III, (xxx-xx- 8382), a resident of lawful age, but
dealing herein with his separate property, under his separate administration and
control, and purchased with his separate funds, having a mailing address declared to
be 9073 Highway 405, Donaldsonville, Louisiana 70346, married to and living
with Melanie, who intervenes herein to acknowledge the separate property of
William C. Hayward, III,

the following described property, the possession and delivery of which PURCHASER
acknowledged:

All of her right, title and interest in and to the batture in front of the following described
property, to wit:

A CERTAIN TRACT of land, situated in the Parish of Ascension, on
the right bank of the Mississippi River, approximately 9 3/4 miles above
the Town of Donaldsonville, in Township 10 South, Range 14 East,
Southeastern Land District of Louisiana, West of the Mississippi
River, commencing at a point designated by the letters "FF" on the
survey made by Frank H. Waddill, Civil Engineer, dated January 17,
1940, referred to in the description above, and from said point, said
tract of land, according to a plan of survey of the front portion of
Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March,
1962, measures thence South 50°51' East along the River Highway
(Louisiana Highway No 405) a
distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet
to a point, thence South 51°13' East 302.6 feet to a point; thence South
40°19' West 891.6 feet to a point; thence North 55° 41' West 961.9 feet
to a point; thence North 55° 23' West 420.5 feet to a point; thence
North 59° 26' West 152.0 feet to a point marked by an axle; thence
North 36° 5' East 2113.0 feet to the River Highway and the point of
beginning, containing in all 82.73 acres, together with the batture in
front of said property.

Subject to a servitude of way and passage unto Germania Plantation,
Inc. over and across a strip of land 25.5 feet wide, designated as a
gravel road on a plan of survey of the front part of Germania
Plantation by T. J. Weishaupt, dated March, 1962.

COB: 790840; Page: 1; Filed: 2/2/12 [ascension:]

Being the same property interest in which were acquired by Mrs. Helen Reuss, wife of William Campbell Hayward by Judgment of Possession of George B. Reuss, #232-174 of the docket of the Civil District Court for the Parish of Orleans, dated March 26, 1940, registered in the Conveyance Office for the Parish of Ascension under Registration No. 77546, and acquired by Tommie R. Hayward, et als by Deed of Conveyance recorded at Instrument #382738, COB 569, page 180 in the office of the Clerk and Recorder of Ascension Parish, Louisiana.

NO TITLE EXAMINATION WAS REQUESTED BY THE PARTIES AND NONE WAS PERFORMED AND THE DESCRIPTION OF THE PROPERTY WAS PROVIDED BY THE PARTIES HERETO. NO TITLE INSURANCE WAS ISSUED WITH THIS TRANSACTION.

The parties are unaware of any restrictions affecting said property on file and of record in the office of the Clerk and Recorder for the Parish and State, however should any restrictions be recorded in the public record, this property is sold subject to those restrictions. This reference to restrictions is not intended to, nor does it hereby reimpose the same, but merely calls them to the attention of the PURCHASER.

Said property is subject to such mineral leases, mineral assignment, mineral reservations, mineral sales and/or mineral servitudes of record.

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

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

Purchaser accepts the above property in an "as is/where is" condition. The Purchaser further declares and acknowledges that the SELLER does not warrant that the above property is free from redhibitory or latent defects and/or vices and specifically releases the vendor from any liability for redhibitory or latent defects and/or vices under Louisiana Civil Code Articles 2520-2548. Purchaser expressly waives the warranty of fitness for an intended purpose or guaranty against hidden or latent redhibitory vices under Louisiana law including Articles 2520-2548 and that warranty imposed by Article 2475 and waives all rights in redhibition pursuant to Articles 2520, *et seq.* Purchaser further declares and acknowledges that this waiver and all other waivers and disclaimers has been brought to his attention and explained in detail; and he has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory vices and/or defects.

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

As used herein the singular shall include the plural, and the masculine, the feminine.

THUS DONE AND SIGNED by the parties at my office in Bay St. Louis,
Ms, on the 12th day of January, 2012, in the presence of
me, Notary, and the following competent witnesses who have signed in the presence of the parties
and me, Notary.

WITNESSES:

Printed Name:

JUDY SCHUENGEL

Printed Name:

NOTARY PUBLIC

NOTARY SERVICES ONLY

My commission expires: Oct 16, 2015



THUS DONE AND SIGNED by the parties at my office in Baton Rouge, Louisiana, on the
27th day of Jan, 2012, in the presence of me, Notary, and the following
competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Printed Name:

Charity Followell

WILLIAM C. HAYWARD III

Printed Name:

Richard Berthelot

NOTARY PUBLIC

DEBORAH BERTHELOT

NOTARY SERVICES ONLY

My commission expires: at death

END OF DOCUMENT-APCC

INSTRUMENT # 00790839 25C
FILED AND RECORDED
ASCENSION CLERK OF COURT
2012 FEB 02 08:33:56 AM
COB 1 MOB _____ OTHER _____

Kella Benigne
DEPUTY CLERK & RECORDER

CASH SALE

On the dates listed below, before me, the undersigned,
Notaries Public in and for the County/Parish and
States listed below, and in the presence of the
subscribing witnesses, personally came and appeared _____
DELETED TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK
SLIPPT03

TOMMIE R. HAYWARD, married to and living with Patsy A. Hayward, a resident of the County of Harrison, State of Mississippi, dealing herein with his separate property, under his separate administration and control, whose present address is declared to be 23075 Enchanted Avenue, Pass Christian, Mississippi 39571;

hereinafter referred to as "SELLER,"

who declared that for the price of **FOUR THOUSAND AND 00/100 (\$4,000.00) DOLLARS**, cash, and other valuable consideration, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

WILLIAM C. HAYWARD, III, a resident of lawful age, married to and living with Melanie Hayward, but dealing herein with his separate property, under his separate administration and control, and purchased with his separate funds, having a mailing address declared to be 9073 Highway 405, Donaldsonville, Louisiana 70346;

the following described property, the possession and delivery of which PURCHASER acknowledged:

All of his right, title and interest in and to the batture in front of the following described property, to wit:

A CERTAIN TRACT of land, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 ¾ miles above the Town of Donaldsonville, in Township 10 South, Range 14 East, Southeastern Land District of Louisiana, West of the Mississippi River, commencing at a point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March, 1962, measures thence South 50°51' East along the River Highway (Louisiana Highway No 405) a distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet to a point, thence South 51°13' East 302.6 feet to a point; thence South 40°19' West 891.6 feet to a point; thence North 55° 41' West 961.9 feet to a point; thence North 55° 23' West 420.5 feet to a point; thence North 59° 26' West 152.0 feet to a point marked by an axle; thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Subject to a servitude of way and passage unto Germania Plantation, Inc. over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

COB: 790839; Page: 1; Filed: 2/2/12 [ascension:]

Being the same property interest in which were acquired by Mrs. Helen Reuss, wife of William Campbell Hayward by Judgment of Possession of George B. Reuss, #232-174 of the docket of the Civil District Court for the Parish of Orleans, dated March 26, 1940, registered in the Conveyance Office for the Parish of Ascension under Registration No. 77546, and acquired by Tommie R. Hayward by Deed of Conveyance recorded at Instrument #382738, COB 569, page 180 in the office of the Clerk and Recorder of Ascension Parish, Louisiana.

NO TITLE EXAMINATION WAS REQUESTED BY THE PARTIES AND NONE WAS PERFORMED AND THE DESCRIPTION OF THE PROPERTY WAS PROVIDED BY THE PARTIES HERETO. NO TITLE INSURANCE WAS ISSUED FOR THIS TRANSACTION.

The parties are unaware of any restrictions affecting said property on file and of record in the office of the Clerk and Recorder for the Parish and State, however should any restrictions be recorded in the public record, this property is sold subject to those restrictions. This reference to restrictions is not intended to, nor does it hereby reimpose the same, but merely calls them to the attention of the PURCHASER.

Said property is subject to such mineral leases, mineral assignment, mineral reservations, mineral sales and/or mineral servitudes of record.

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

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

Purchaser accepts the above property in an "as is/where is" condition. The Purchaser further declares and acknowledges that the SELLER does not warrant that the above property is free from redhibitory or latent defects and/or vices and specifically releases the vendor from any liability for redhibitory or latent defects and/or vices under Louisiana Civil Code Articles 2520-2548. Purchaser expressly waives the warranty of fitness for an intended purpose or guaranty against hidden or latent redhibitory vices under Louisiana law including Articles 2520-2548 and that warranty imposed by Article 2475 and waives all rights in redhibition pursuant to Articles 2520, *et seq.* Purchaser further declares and acknowledges that this waiver and all other waivers and disclaimers has been brought to his attention and explained in detail; and he has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory vices and/or defects.

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

As used herein the singular shall include the plural, and the masculine, the feminine.

THUS DONE AND SIGNED by the parties at my office in Long Beach,
MS, on the 18th day of January, 2012, in the presence of
me, Notary, and the following competent witnesses who have signed in the presence of the parties
and me, Notary.

WITNESSES:

Cale A. Merrill

Printed Name of witness:

Tommie R. Hayward

TOMMIE R. HAYWARD

Bridget Ladner

Printed Name of witness:

Sherry Petty
NOTARY PUBLIC

NOTARY SERVICES ONLY
My commission expires: 3/5/2013



THUS DONE AND SIGNED by the parties at my office in Baton Rouge, Louisiana, on the
27th day of Jan, 2012, in the presence of me, Notary, and the following
competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Charity Followell
Printed Name: Charity Followell

William C. Hayward III
WILLIAM C. HAYWARD III

Richard Berthelot
Printed Name: Richard Berthelot

Deborah Berthelot
NOTARY PUBLIC
DEBORAH BERTHELOT
NOTARY SERVICES ONLY
My commission expires: attache

END OF DOCUMENT-APCC

INSTRUMENT # 00790838 2sc
FILED AND RECORDED
ASCENSION CLERK OF COURT
2012 FEB 02 08:32:47 AM
COB. ☒ MOB ☐ OTHER ☐
Kelly Geringue
DEPUTY CLERK & RECORDER

CASH SALE

On the dates listed below, and before the undersigned
Notaries Public in and for the County/Parish and
States listed below, and in the presence of the
subscribing witnesses, personally came and appeared:
NOTARIAL TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK
SLIPRTO3

CONNIE MCLAIN, (SS# xxx-xx-3555), a resident of the County of
~~Delaware~~, State of New York, dealing herein with her separate property,
under her separate administration and control, whose present address is
declared to be 294 County Hwy. 29, Davenport, New York 13750, married to
and living with CARI MCLAIN

hereinafter referred to as "SELLER,"

who declared that for the price of **FOUR THOUSAND AND 00/100 (\$4,000.00)**
DOLLARS, cash, and other valuable consideration, receipt of which is acknowledged,
SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and
actions of warranty SELLER may have, unto:

WILLIAM C. HAYWARD, III, (xxx-xx-8382), a resident of lawful age, but
dealing herein with his separate property, under his separate administration and
control, and purchased with his separate funds, having a mailing address declared to
be 9073 Highway 405, Donaldsonville, Louisiana 70346, married to and living
with Melanie, who intervenes herein to acknowledge the separate property of
William C. Hayward, III,

the following described property, the possession and delivery of which PURCHASER
acknowledged:

All of her right, title and interest in and to the batture in front of the following described
property, to wit:

A CERTAIN TRACT of land, situated in the Parish of Ascension, on
the right bank of the Mississippi River, approximately 9 ¾ miles above
the Town of Donaldsonville, in Township 10 South, Range 14 East,
Southeastern Land District of Louisiana, West of the Mississippi
River, commencing at a point designated by the letters "FF" on the
survey made by Frank H. Waddill, Civil Engineer, dated January 17,
1940, referred to in the description above, and from said point, said
tract of land, according to a plan of survey of the front portion of
Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March,
1962, measures thence South 50°51' East along the River Highway
(Louisiana Highway No 405) a
distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet
to a point, thence South 51°13' East 302.6 feet to a point; thence South
40°19' West 891.6 feet to a point; thence North 55° 41' West 961.9 feet
to a point; thence North 55° 23' West 420.5 feet to a point; thence
North 59° 26' West 152.0 feet to a point marked by an axle; thence
North 36° 5' East 2113.0 feet to the River Highway and the point of
beginning, containing in all 82.73 acres, together with the batture in
front of said property.
Subject to a servitude of way and passage unto Germania Plantation,
Inc. over and across a strip of land 25.5 feet wide, designated as a

COB: 790838; Page: 1; Filed: 2/2/12 [ascension:]

gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

Being the same property interest in which were acquired by Mrs. Helen Reuss, wife of William Campbell Hayward by Judgment of Possession of George B. Reuss, #232-174 of the docket of the Civil District Court for the Parish of Orleans, dated March 26, 1940, registered in the Conveyance Office for the Parish of Ascension under Registration No. 77546, and acquired by Tommie R. Hayward, et als, by Deed of Conveyance recorded at Instrument #382738, COB 569, page 180 in the office of the Clerk and Recorder of Ascension Parish, Louisiana.

NO TITLE EXAMINATION WAS REQUESTED BY THE PARTIES AND NONE WAS PERFORMED AND THE DESCRIPTION OF THE PROPERTY WAS PROVIDED BY THE PARTIES HERETO. NO TITLE INSURANCE WAS ISSUED WITH THIS TRANSACTION.

The parties are unaware of any restrictions affecting said property on file and of record in the office of the Clerk and Recorder for the Parish and State, however should any restrictions be recorded in the public record, this property is sold subject to those restrictions. This reference to restrictions is not intended to, nor does it hereby reimpose the same, but merely calls them to the attention of the PURCHASER.

Said property is subject to such mineral leases, mineral assignment, mineral reservations, mineral sales and/or mineral servitudes of record.

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

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

Purchaser accepts the above property in an "as is/where is" condition. The Purchaser further declares and acknowledges that the SELLER does not warrant that the above property is free from redhibitory or latent defects and/or vices and specifically releases the vendor from any liability for redhibitory or latent defects and/or vices under Louisiana Civil Code Articles 2520-2548. Purchaser expressly waives the warranty of fitness for an intended purpose or guaranty against hidden or latent redhibitory vices under Louisiana law including Articles 2520-2548 and that warranty imposed by Article 2475 and waives all rights in redhibition pursuant to Articles 2520, *et seq.* Purchaser further declares and acknowledges that this waiver and all other waivers and disclaimers has been brought to his attention and explained in detail; and he has voluntarily and knowingly consented to this waiver of warranty of fitness and/or warranty against redhibitory vices and/or defects.

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

As used herein the singular shall include the plural, and the masculine, the feminine.

THUS DONE AND SIGNED by the parties at my office in Davenport, NY, on the 13 day of January, 2012, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Mary F. Massaro
Printed Name:

Connie McLain
CONNIE MCLAIN

John Herron
Printed Name:

Theresa Luma
NOTARY PUBLIC

NOTARY SERVICES ONLY
My commission expires: 05/07/2015

Theresa Luma
Notary Public, State of New York
Appointed in Delaware County
Reg. No. 01LU6165035
My Commission Expires 05/07/2015

THUS DONE AND SIGNED by the parties at my office in Baton Rouge, Louisiana, on the 27th day of Jan, 2012, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Charity Followell
Printed Name: Charity Followell

William C. Hayward III
WILLIAM C. HAYWARD III

Richard Berthelot
Printed Name:

Intervening spouse

Deborah Berthelot
NOTARY PUBLIC
DEBORAH BERTHELOT
NOTARY SERVICES ONLY
My commission expires: at death

END OF DOCUMENT-APCC

COB: 790838; Page: 3; Filed: 2/2/12; Ascension:]

BY: ELISE PLANTING CO., INC.

UNITED STATES OF AMERICA

INSTRUMENT # 00667297
FILED AND RECORDED
ASCENSION CLERK OF COURT
04:00:13 PM
COB 1408 OTHER

STATE OF LOUISIANA

TO: GERMANIA PLANTATION, INC.

PARISH OF ASCENSION

CERTIFIED TRUE COPY BY
DEPUTY CLERK
SLIPPRY602

CASH SALE WITH STIPULATIONS

BE IT KNOWN, that on this 7th day of May, in the
year of Our Lord, Two Thousand Seven, (2007).

BEFORE ME, O'Neil J. Parenton, Jr., a Notary Public, duly commissioned and
qualified, in and for the Parish of Ascension, State of Louisiana, therein residing, and in
the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

**ELISE PLANTING CO., INC., REPRESENTED BY ITS PRESIDENT, ALLEN T.
NOEL**, a Louisiana corporation, authorized and doing business in the Parish of Ascension,
State of Louisiana, bearing Federal Tax ID# 72-1080921, resident of the lawful age of
the Parish of Ascension, State of Louisiana, whose mailing address is declared to be 8621
Hwy. 405, Donaldsonville, LA 70346, hereinafter whether one or more referred to as
vendors, who declares that said vendor do by these presents grant, bargain, sell, convey,
transfer, assign, set over, abandon and deliver without warranty, unto:

GERMANIA PLANTATION, INC.; a Louisiana corporation, authorized and doing
business in the Parish of Ascension, State of Louisiana, bearing Federal Tax ID# 72-
068136, resident of the lawful age of the Parish of Ascension, State of Louisiana, whose
mailing address is declared to be 9141 Hwy. 405, Donaldsonville, LA 70346, hereinafter,
whether one or more, referred to as Purchasers, here present and accepting, and
purchasing for purchasers, and purchasers' successors, heirs and assigns, and
acknowledging due delivery and possession thereof, all and singular, their following
described properties located in the Parish of Ascension, State of Louisiana, to-wit:

**EXHIBIT "A" - Tract A &
EXHIBIT "B" - Tract B**

The parties acknowledge that no title examination was requested, thus no title
examination of said property has been performed by the undersigned Notary.

COB: 667297; Page: 1; Filed: 5/7/07 [ascension:]

and purchasers' successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, (allocated \$40,000.00 for Tract A and \$10,000.00 for Tract B) which the said purchasers have well and truly paid, in ready and current money to the said vendors, who hereby acknowledges the receipt thereof.

Vendees as further consideration for said sale grant unto Allen T. Noel, Individually or as President of Elise Planting Co., Inc. a right of first refusal to purchase Exhibit "C" - Tract C (attached hereto) should Vendees elect to sell Exhibit "C" to any bonafide third party.

Said right of first refusal shall require Vendee to offer Tract C to Allen T. Noel, Individually or as President of Elise Planting Co., Inc. for the offered price and Allen T. Noel should have thirty (30) days to match said offer and thirty (30) days thereafter to close said sale at a Notary of Allen T. Noel's choice.


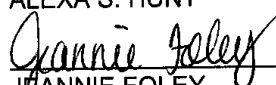
Vendee's right of First Refusal terminates should Vendee refuse to exercise the right of first refusal and the property is sold to a bonafide third party.

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

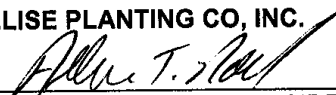
The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

THUS DONE AND PASSED, on the year first above written in the presence of me, Notary, and the competent witnesses who have hereunto subscribed their names with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:


ALEXA S. HUNT

JEANNIE FOLEY

VENDORS:

ELISE PLANTING CO, INC.

By: ALLEN T. NOEL, PRESIDENT

PURCHASERS:

GERMANIA PLANTATION, INC.

By:


O'NEIL J. PARENTON, JR., NOTARY PUBLIC
BAR ROLL NO: 17084

EXHIBIT "A"

A certain parcel of land containing twenty (20) acre, and being that portion of Germania Plantation in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, acquired by Douglas S. Hayward, Sr. under the last will and testament of his late mother, Helene R. Hayward. (hereinafter "the Douglas S. Hayward, Sr. Tract). The Douglas S. Hayward, Sr. begins at a point common to the upriver line of the parcel of Germania Plantation bequeathed to Helene Hayward Renken under the last will and testament of the late Helene R. Hayward, the River Road and the Douglas S. Hayward, Sr. Tract, thence measures along the said River Road in an up-river direction a distance equal to exactly one fourth of the frontage of Germania Plantation measuring along the River Road, by a depth between lines measured so as to comprise a 20 acre tract, in accordance with the last will and testament of the late Helene R. Hayward.

The Douglas S. Hayward, Sr. Tract is bounded in front by the River Road; down-river or below by the tract acquired by Helene Hayward Renken, now or formerly; up-river or above by the tract acquired by John Reuss Hayward, now or formerly and in the rear by the remainder of Germania Plantation owned by Germania Plantation, Inc., all in accordance with the last will and testament of the late Helene Reuss Hayward.

Together with the main plantation home, garage, staples and other buildings and improvements thereon and thereunto belonging.

Being property acquired by Douglas S. Hayward under the last will and testament of the late Helene Reuss Hayward, as set forth in the probate proceedings in the 23rd Judicial District Court, in and for the Parish of Ascension, Louisiana.

Further being the same property acquired by Douglas S. Hayward, Sr. from Douglas S. Hayward, Jr. by act of cash sale dated October 22, 1992, recorded at entry number 381359 of the Conveyance Records of Ascension Parish, Louisiana.

Being the same property acquired by Elise Planting Company, Inc. from Douglas S. Hayward, Sr. by Dation En Paiment on May 31, 2006 and recorded at Instrument #637890 in the records of the Parish of Ascension, State of Louisiana.

EXHIBIT "B"

AN UNDIVIDED ONE FOURTH (1/4) INTEREST IN:

A certain track or parcel of land containing approximately 80 acres, more or less, located in the Parish of Ascension, State of Louisiana on Highway 405, known or referred to as the batture and being more particularly described as follows:

Bounded on the easterly side by low water line of the Mississippi River, on the northerly or upstream side by property owned by Robert C. Bourg, on the southerly or down stream side of property of John and Ella Brooks and on the westerly side by the Mississippi River levee which is adjacent to Highway 405 and parcels of land owned by William C. Hayward, III, Joan R. McKee, Douglas S. Hayward, Sr. and the heirs of John R. Hayward. Said property is directly in front of Germania Plantation.

Being the same property acquired by William C. Hayward, III by Act of Sale dated October 19, 2004 and filed in the records of the Parish of Ascension at Entry # 581770

Being the same property acquired by Vendee by Act of Cash Sale by Elise Planting Company, Inc. from William Hayward, III on January 19, 2005 and recorded at Instrument #596440 in the records of the Parish of Ascension, State of Louisiana.

EXHIBIT "C"

1. A certain tract of land, forming part of the Germania Plantation, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, as shown on a survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River. According to said survey, said tract of land commences at a point designated by the letters "FF" on said survey and measures thence South 59 degrees 29' East 794 feet along the River Highway to a point designated by the letters "BB" on said survey, thence South 50 degrees 36' East 769 feet along the said highway to a point designated by the letters "CC" on said survey, thence South 39 degrees West 1497 feet to a point designated by the letter "DD" on said survey, thence South 49 degrees 39' East 302 feet to a point designated by the letter "T" on said survey, thence South 40 degrees West 11,772.5 (sic) feet to a point designated by the letter "U" on said survey, thence North 63 degrees West 337.5 feet to a point designated by the letter "F" on said survey, thence South 47 degrees West 570.9 feet to a point designated by the letter "W" on said survey, then along the Bijou Drainage Ditch North 17 degrees 55' East 6138 feet to a point designated by the letter "X" on said survey, thence North 81 degrees East 622.4 feet to a point designated by the letter "I" on said survey, thence along the line of the Chatheu Plantation North 23 degrees 23' East 5135 feet to a point designated by the letter "Z" on said survey, thence South 70 degrees 33' East 1620 feet, thence South 66 degrees 23' East 300 feet, thence South 60 degrees 10' East 300 feet to a point designated by the letters "EE", thence North 37 degrees 50' East 2143 feet to the point of beginning designated by the letter "FF".

LESS AND EXCEPT

A certain tract of land, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at the point designated by the letter "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940 referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T.J. Welshaupt, Civil Engineer, dated May, 1962, measures thence South 50 degrees 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39' degrees West 1499.7 feet to a point, thence South 51 degrees 13' East 302.6 feet to a point, thence South 40 degrees 19' West 891.6 feet to a point, thence North 55 degrees 41' West 961.9 feet to a point, thence North 55 degrees 23' West 25.5 feet to a point thence North 59 degrees 44' West 145.1 feet to a point thence North 34 degrees 21' East 433.3 feet to a point, thence North 54 degrees 20' West 420.6 feet to a point, thence North 59 degrees 26' West 152.0 feet to a point marked by an axle, thence North 36 degrees 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Vendor establishes and grants unto Germania Plantation, Inc., for the sale, use and benefit of the property herein conveyed, a servitude of way and passage over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T.J. Welshaupt, dated March, 1962.

(Said Tract C being approximately 600 acres of which approximately 400 acres of which is cultivatable.)

**MINUTES AND RESOLUTIONS OF A SPECIAL MEETING OF
BOARD OF DIRECTORS OF GERMANIA PLANTATION, INC.**


A special meeting of the Board of Directors for Germania Plantation, Inc. was held on the 6th day of May, 2007 via telephone and email.

All of the directors being present, the meeting was conducted and the chairman/president advised that the meeting was called to approve the purchase from Elise Planting Co., Inc. the tract of real estate approximately 20 acres that contains the original Germania Plantation house and out buildings along with the 25% ownership of the batture property fronting Germania Plantation.

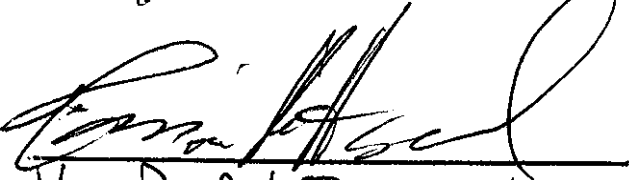
The proposed purchase was presented to all present and upon a motion duly made, seconded and unanimously carried, it was:

RESOLVED that Germania Plantation, Inc. through the proper officer of the corporation, William Hayward III, is hereby authorized to purchase that certain tracts of land, described above from Elise Planting Co., Inc. The purchase price for set property is \$40,000 for the 20 acre tract and \$10,000 for the 25% ownership of the batture property totaling \$50,000.00.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.


President/Director, William Hayward III


Secretary-Treasurer/Director, Paul McKee


Vice President: Tommie Hayward

RESOLUTION

BE IT RESOLVED by the Board of Directors of this corporation, Elise Planting Co., Inc., that Allen T. Noel, the President of this corporation, be and he is hereby authorized, directed and empowered, for and on behalf of this corporation and in its name, to sell properties and execute right of first refusal.

Said Cash Sale with Stipulations shall be for such term, shall provide for such \$50,000.00 consideration and shall contain such other provisions, conditions and stipulations as said president, in his sole and uncontrolled discretion, may deem necessary or proper, said documents necessary or proper to carry out the purpose and intent of this resolution.

BE IT FURTHER RESOLVED that the action of Allen T. Noel in executing the foregoing Cash Sale with Stipulations dated May 7th, 2007, is ratified and confirmed by the Board of Directors of Elise Planting Co., Inc.

I, Melissa Noel, Secretary of Elise Planting Co., Inc. hereby certify that the above and foregoing is true and correct copy of resolution adopted by the Board of Directors of said corporation at a regular meeting duly held on the 7th day of May, 2007, at which meeting a quorum was present and voting in favor of said resolution.

WITNESS MY HAND and the seal of said corporation this 7th day of May, 2007.

Melissa Noel
SECRETARY

END OF DOCUMENT APCC

COB: 667297; Page: 7; Filed: 5/7/07 [ascension:]

4 cc
INSTRUMENT # 00749162
FILED AND RECORDED
ASCENSION CLERK OF COURT
2010 JUN 23 03:40:25 PM
COB. ☒ MOB ☐ OTHER

B. Landry
DEPUTY CLERK & RECORDER

CASH SALE

CERTIFIED TRUE COPY BY
UNITED STATES OF AMERICA

BY: MARGARET MARIE H. BERNARD,
CLARINE H. MAUFFRAY and
SUSAN H. GAYAUT

DEPUTY CLERK
SLIPPR02
STATE OF LOUISIANA

TO: WILLIAM C. HAYWARD, III

PARISH OF ASCENSION

BE IT KNOWN, That on the dates shown below,

BEFORE US, the respective undersigned Notaries Public, duly commissioned and qualified in and for the respective state/parish/county, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

MARGARET MARIE H. BERNARD, (xxx-xx-7983), married twice, first to Hamilton Guenard from whom she is legally divorced; and second to Milton C. Bernard, with whom she lives and resides; a resident of the full age of majority of the County of Hancock, State of Mississippi, whose mailing address is declared to be 1125 Longo St., Waveland, Mississippi 39576, herein selling her separate property, for the use and benefit of her separate estate;

CLARINE H. MAUFFRAY, (xxx-xx-4741), divorced, a resident of the full age of majority of the County of Hancock, State of Mississippi, whose mailing address is declared to be 1225 Longo St., Waveland, Mississippi 39576, herein selling her separate property, for the use and benefit of her separate estate; and

SUSAN H. GAYAUT, (xxx-xx-0282), married to Gilbert Anthony Gayaut, a resident of the full age of majority of the County of Nueces, State of Texas, whose mailing address is declared to be 4501 River Park Dr., Corpus Christi, Texas 78410, herein selling her separate property, for the use and benefit of her separate estate,

hereinafter, whether one or more, referred to as vendor, who declares that said vendor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which said vendor has or may have against all preceding owners and vendors, unto:

WILLIAM C. HAYWARD, III, (xxx-xx-8382), married twice, first to Charlotte L. Hayward, and second to Melanie L. Hayward, a resident of the full age of majority of the Parish of Ascension, State of Louisiana, whose mailing address is declared to be 9073 Highway 405, Donaldsonville, Louisiana, purchasing the hereinafter described property as his own separate property with his separate funds and for the use and benefit of his separate estate,

hereinafter, whether one or more, referred to a purchaser, here present accepting, and purchasing for purchaser and purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof all and singular the following described property, to-wit:

All of their right, title and interest in and to the following described property:

Tract 4 as shown on the map attached hereto and made a part hereof, said Tract 4 being a portion of Germania Plantation, "Helene Reuss Hayward Testamentary Trust" located in Sections 23, 24 and 25, T-10-S, R-14-E, Southeastern Land District, West of the Mississippi River, Ascension Parish, Louisiana, said map prepared by Woody R.

COB: 749162; Page: 1; Filed: 6/3/10 [ascension:]

Triche, Professional Land Survey, dated February 16, 2006.

Vendors reserve unto themselves, their heirs and assigns all mineral rights located in, on, under and to the above described property.

No title examination was requested of or made by the undersigned Attorney and Notary and the parties hereto do hereby relieve and exonerate said Attorney and Notary from any and all liability from any defects in the title to the subject property and the description used in preparing this act of sale was furnished and accepted by the parties hereto.

TO HAVE AND TO HOLD, the above described property unto the said purchaser, and purchaser' successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the total price and sum of THIRTY-SIX THOUSAND AND 00/100 (\$36,000.00) DOLLARS Cash, which the said purchaser has well and truly paid, in ready and current money to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor. The purchase price is to be distributed in the following proportions:

Margaret Marie H. Bernard - \$12,000.00

Clarine H. Mauffray - \$12,000.00

Susan H. Gayaut - \$12,000.00

THUS DONE AND PASSED at my office in Donaldsonville, Louisiana on the 2nd day of June, 2010 in the presence of Gail C. Klack and Tracie H. Pairrier, competent witnesses who hereunto sign their names with the said appears and me, Notary, after a reading of the whole.

WITNESSES:

Gail C. Klack

William C. Hayward III
WILLIAM C. HAYWARD, III

Tracie H. Pairrier

Malcolm J. Dugas, Jr.
MALCOLM J. DUGAS, JR. #05137
Notary Public

COB: 749162; Page: 2; Filed: 6/3/10 [ascension:]

THUS DONE AND PASSED at my office in Hancock County, Mississippi on the 25th
day of MAY, 2010 in the presence of Milton Bernard and
Rachel Spear, competent witnesses who hereunto sign their names with the said
appears and me, Notary, after a reading of the whole.

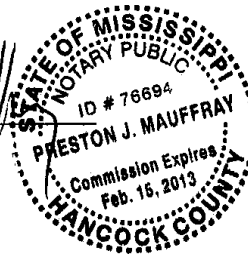
WITNESSES:

Milton Bernard

Margaret Marie H. Bernard
MARGARET MARIE H. BERNARD


R. Spear

Preston J. Mauffray
Notary Public

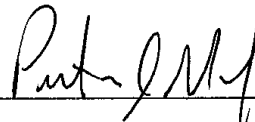


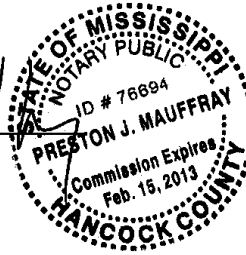
THUS DONE AND PASSED at my office in Hancock County Mississippi on the 25th
day of May, 2010 in the presence of Casey Marquan and
MELISSA FAME, competent witnesses who hereunto sign their names with the said
appears and me, Notary, after a reading of the whole.

WITNESSES:


Melissa Fame


CLARINE H. MAUFFRAY


Notary Public



THUS DONE AND PASSED at my office in Queces County, Texas on the 28 day of May, 2010 in the presence of Anna Malachite and Barbara Winters, competent witnesses who hereunto sign their names with the said appears and me, Notary, after a reading of the whole.

WITNESSES:

Anna Malachite
Barbara Winters

Susan H. Gayaut
SUSAN H. GAYAUT

Janet E. Armstrong
Notary Public

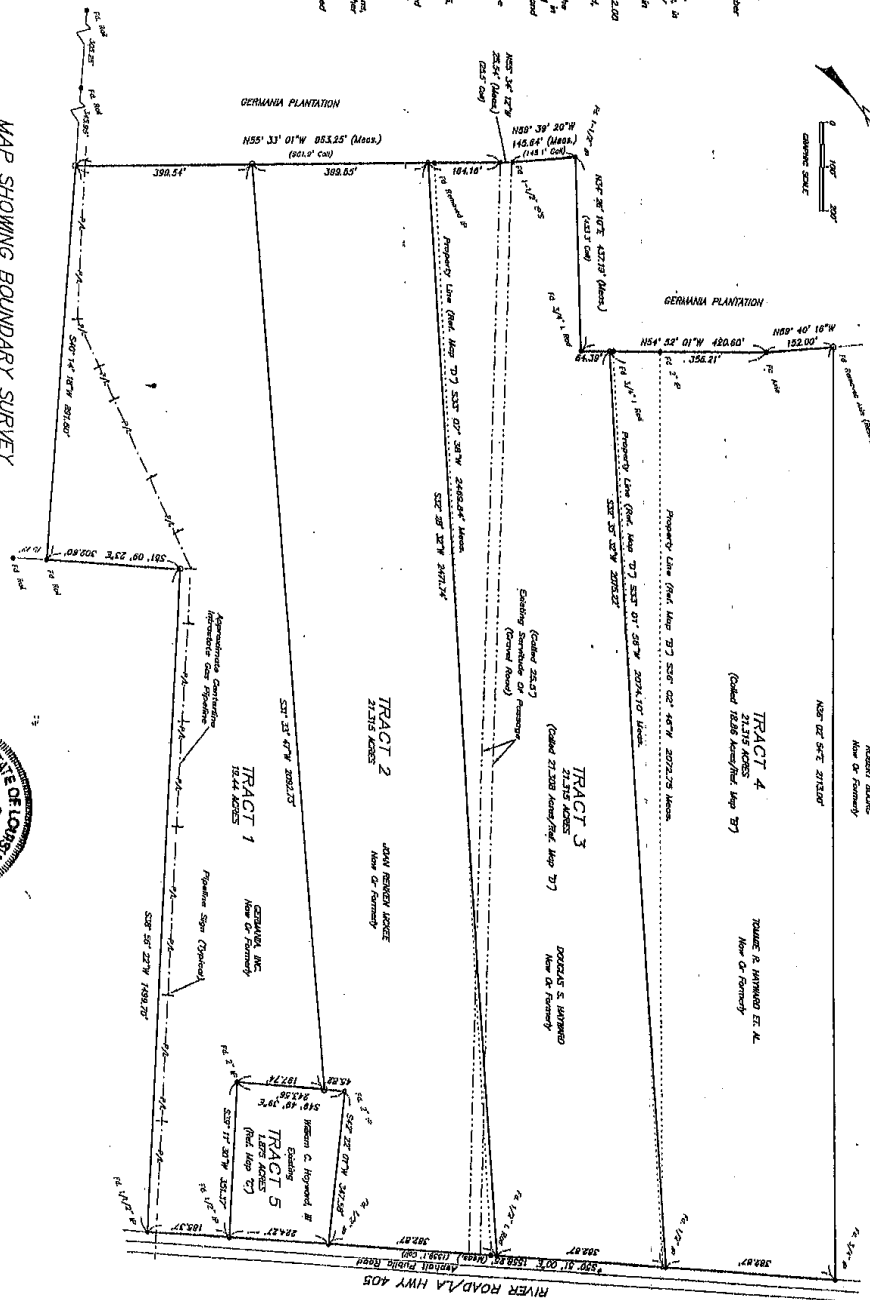
1.) Flood Zone Note: By scale only. The property shown between is located in Flood Zone "C", as shown on FEMA Federal Insurance Rate Map 220013 010003, dated September 2, 1981, for Ascension Parish, Louisiana.

- 1) Flood Zone Maps: by state only. The property owner must be located in Flood Zone 1, or Flood Zone 2A for the purpose of this study. The Flood Zone Map is FEMA 7-10-83, for Accretion Plots, Louisiana.
- 2) Relative Height: a) Calculation area and definition of the Current L of the floodplain (mean elevation of 10' on the right bank) is determined by FEMA 7-10-83, for Accretion Plots, Louisiana. b) The Current L of the floodplain is determined by FEMA 7-10-83, for Flood Zone Maps, Louisiana.
- 3) Dates of Surveys: 6/29/87, 6/27/87, 8/2-8/4/87, 8/9/87 Flood Zone Maps of Reference May 87; 6/28/86 on U.S. Survey 6/28/86, 6/28/87, 6/28/88, 6/28/89, 6/28/90, 6/28/91, 6/28/92, 6/28/93, 6/28/94, 6/28/95, 6/28/96, 6/28/97, 6/28/98, 6/28/99, 6/28/00, 6/28/01, 6/28/02, 6/28/03, 6/28/04, 6/28/05, 6/28/06, 6/28/07, 6/28/08, 6/28/09, 6/28/10, 6/28/11, 6/28/12, 6/28/13, 6/28/14, 6/28/15, 6/28/16, 6/28/17, 6/28/18, 6/28/19, 6/28/20, 6/28/21, 6/28/22, 6/28/23, 6/28/24, 6/28/25, 6/28/26, 6/28/27, 6/28/28, 6/28/29, 6/28/30, 6/28/31, 6/28/32, 6/28/33, 6/28/34, 6/28/35, 6/28/36, 6/28/37, 6/28/38, 6/28/39, 6/28/40, 6/28/41, 6/28/42, 6/28/43, 6/28/44, 6/28/45, 6/28/46, 6/28/47, 6/28/48, 6/28/49, 6/28/50, 6/28/51, 6/28/52, 6/28/53, 6/28/54, 6/28/55, 6/28/56, 6/28/57, 6/28/58, 6/28/59, 6/28/60, 6/28/61, 6/28/62, 6/28/63, 6/28/64, 6/28/65, 6/28/66, 6/28/67, 6/28/68, 6/28/69, 6/28/70, 6/28/71, 6/28/72, 6/28/73, 6/28/74, 6/28/75, 6/28/76, 6/28/77, 6/28/78, 6/28/79, 6/28/80, 6/28/81, 6/28/82, 6/28/83, 6/28/84, 6/28/85, 6/28/86, 6/28/87, 6/28/88, 6/28/89, 6/28/90, 6/28/91, 6/28/92, 6/28/93, 6/28/94, 6/28/95, 6/28/96, 6/28/97, 6/28/98, 6/28/99, 6/28/00, 6/28/01, 6/28/02, 6/28/03, 6/28/04, 6/28/05, 6/28/06, 6/28/07, 6/28/08, 6/28/09, 6/28/10, 6/28/11, 6/28/12, 6/28/13, 6/28/14, 6/28/15, 6/28/16, 6/28/17, 6/28/18, 6/28/19, 6/28/20, 6/28/21, 6/28/22, 6/28/23, 6/28/24, 6/28/25, 6/28/26, 6/28/27, 6/28/28, 6/28/29, 6/28/30, 6/28/31, 6/28/32, 6/28/33, 6/28/34, 6/28/35, 6/28/36, 6/28/37, 6/28/38, 6/28/39, 6/28/40, 6/28/41, 6/28/42, 6/28/43, 6/28/44, 6/28/45, 6/28/46, 6/28/47, 6/28/48, 6/28/49, 6/28/50, 6/28/51, 6/28/52, 6/28/53, 6/28/54, 6/28/55, 6/28/56, 6/28/57, 6/28/58, 6/28/59, 6/28/60, 6/28/61, 6/28/62, 6/28/63, 6/28/64, 6/28/65, 6/28/66, 6/28/67, 6/28/68, 6/28/69, 6/28/70, 6/28/71, 6/28/72, 6/28/73, 6/28/74, 6/28/75, 6/28/76, 6/28/77, 6/28/78, 6/28/79, 6/28/80, 6/28/81, 6/28/82, 6/28/83, 6/28/84, 6/28/85, 6/28/86, 6/28/87, 6/28/88, 6/28/89, 6/28/90, 6/28/91, 6/28/92, 6/28/93, 6/28/94, 6/28/95, 6/28/96, 6/28/97, 6/28/98, 6/28/99, 6/28/00, 6/28/01, 6/28/02, 6/28/03, 6/28/04, 6/28/05, 6/28/06, 6/28/07, 6/28/08, 6/28/09, 6/28/10, 6/28/11, 6/28/12, 6/28/13, 6/28/14, 6/28/15, 6/28/16, 6/28/17, 6/28/18, 6/28/19, 6/28/20, 6/28/21, 6/28/22, 6/28/23, 6/28/24, 6/28/25, 6/28/26, 6/28/27, 6/28/28, 6/28/29, 6/28/30, 6/28/31, 6/28/32, 6/28/33, 6/28/34, 6/28/35, 6/28/36, 6/28/37, 6/28/38, 6/28/39, 6/28/40, 6/28/41, 6/28/42, 6/28/43, 6/28/44, 6/28/45, 6/28/46, 6/28/47, 6/28/48, 6/28/49, 6/28/50, 6/28/51, 6/28/52, 6/28/53, 6/28/54, 6/28/55, 6/28/56, 6/28/57, 6/28/58, 6/28/59, 6/28/60, 6/28/61, 6/28/62, 6/28/63, 6/28/64, 6/28/65, 6/28/66, 6/28/67, 6/28/68, 6/28/69, 6/28/70, 6/28/71, 6/28/72, 6/28/73, 6/28/74, 6/28/75, 6/28/76, 6/28/77, 6/28/78, 6/28/79, 6/28/80, 6/28/81, 6/28/82, 6/28/83, 6/28/84, 6/28/85, 6/28/86, 6/28/87, 6/28/88, 6/28/89, 6/28/90, 6/28/91, 6/28/92, 6/28/93, 6/28/94, 6/28/95, 6/28/96, 6/28/97, 6/28/98, 6/28/99, 6/28/00, 6/28/01, 6/28/02, 6/28/03, 6/28/04, 6/28/05, 6/28/06, 6/28/07, 6/28/08, 6/28/09, 6/28/10, 6/28/11, 6/28/12, 6/28/13, 6/28/14, 6/28/15, 6/28/16, 6/28/17, 6/28/18, 6/28/19, 6/28/20, 6/28/21, 6/28/22, 6/28/23, 6/28/24, 6/28/25, 6/28/26, 6/28/27, 6/28/28, 6/28/29, 6/28/30, 6/28/31, 6/28/32, 6/28/33, 6/28/34, 6/28/35, 6/28/36, 6/28/37, 6/28/38, 6/28/39, 6/28/40, 6/28/41, 6/28/42, 6/28/43, 6/28/44, 6/28/45, 6/28/46, 6/28/47, 6/28/48, 6/28/49, 6/28/50, 6/28/51, 6/28/52, 6/28/53, 6/28/54, 6/28/55, 6/28/56, 6/28/57, 6/28/58, 6/28/59, 6/28/60, 6/28/61, 6/28/62, 6/28/63, 6/28/64, 6/28/65, 6/28/66, 6/28/67, 6/28/68, 6/28/69, 6/28/70, 6/28/71, 6/28/72, 6/28/73, 6/28/74, 6/28/75, 6/28/76, 6/28/77, 6/28/78, 6/28/79, 6/28/80, 6/28/81, 6/28/82, 6/28/83, 6/28/84, 6/28/85, 6/28/86, 6/28/87, 6/28/88, 6/28/89, 6/28/90, 6/28/91, 6/28/92, 6/28/93, 6/28/94, 6/28/95, 6/28/96, 6/28/97, 6/28/98, 6/28/99, 6/28/00, 6/28/01, 6/28/02, 6/28/03, 6/28/04, 6/28/05, 6/28/06, 6/28/07, 6/28/08, 6/28/09, 6/28/10, 6/28/11, 6/28/12, 6/28/13, 6/28/14, 6/28/

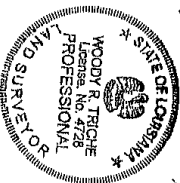
LEGEND

- SET 1/2" IRON RODS
- FND. IRONS (AS SHOWN)

COB: 749162; Page: 6; Filed: 6/3/10 [ascension:]



MAP SHOWING BOUNDARY SURVEY
OF
FIVE (5) TRACTS OF LAND
BEING
A PORTION OF GERMANIA PLANTATION
REUSS HAYWARD TESTAMENTARY TRUST
LOCATED IN POLK/PRAIRIELAND LAND DISTRICT
SECTIONS 23, 24 & 25 T. 10-N. R. 10-W. SEC. 23, 24 & 25
WEST OF THE MISSISSIPPI RIVER
AGDENSON PARISH, LOUISIANA



CERTIFICATION:
I hereby certify that I made a survey on the ground of the property described above, and that this survey accurately reflects the Survey of said property, and that this survey conforms to a Class C Survey in accordance with the State of Louisiana Wetland Standards for Property Boundary Surveys.

Wanda A. Wade 2/16/2006
WANDA A. WADE, P.L.S.
LA REGISTRATION NO. 04728
DATE

DATE: February 16, 2006
PROJECT: Hayward/Germania Plantation
DRAWN BY: JPH
CHECKED BY: WRT

TRICHE LAND SURVEYING, INC.
P.O. BOX 583 BRUSLY, LOUISIANA 70712 (225)749-7878

END OF DOCUMENT-APCC

100
INSTRUMENT # 00699124
FILED AND RECORDED
ASCENSION CLERK OF COURT
2008 JUN 13 09:07:24 AM
COB: MOB OTHER

Blair
DEPUTY CLERK & RECORDER

CASH SALE

CERTIFIED TRUE COPY BY
UNITED STATES OF AMERICA

BY: JUDY H. SCHUENGEL,
CONNIE H. MCLAIN and
TOMMIE R. HAYWARD

DEPUTY CLERK
STATE OF LOUISIANA

TO: WILLIAM C. HAYWARD, III PARISH OF ASCENSION

BE IT KNOWN, That on this 19th day of May in the year
of Our Lord two thousand and eight.

BEFORE ME, MALCOLM J. DUGAS, JR., a Notary Public, duly commissioned
and qualified, in and for the Parish of Ascension, State of Louisiana, therein residing, and
in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

JUDY H. SCHUENGEL (xxx-xx-6313), married once and then to John
Schuengel, a resident of the full age of majority of the County of Hancock,
State of Mississippi, whose mailing address is declared to be 901 Victoria
Street, Waveland, Mississippi, herein selling her separate property, for the
use and benefit of her separate estate,

CONNIE H. MCLAIN (xxx-xx-3555), married twice, first to Henry Spear
from whom she is divorced, and second to Carl McLain, a resident of the
full age of majority of the County of Delaware, State of New York, whose
mailing address is declared to be 294 Country Highway 29, Davenport, New
York, herein selling her separate property, for the use and benefit of her
separate estate, herein appearing by and through Judy H. Schuengel, whose
mailing address is declared to be 901 Victoria Street, Waveland,
Mississippi, her duly authorized agent and attorney-in-fact, under and by
virtue of an act of procuration passed before Margaret Bonney, a Notary
Public in and for the Count of Delaware, State of New York, a copy of
which is hereunto annexed, and

TOMMIE R. HAYWARD (xxx-xx-5850), married six times, first to Joan
Schuengel, second to Mary Waaga, third to Bonnie Beard, fourth to Yvonna
Browning, fifth the Vicki Keith, and sixth to Patsy Adams, a resident of the
full age of majority of the County of Harrison, State of Mississippi, whose
mailing address is declared to be 23075 Enchanted Avenue, Pass Christian,
Mississippi, herein selling his separate property, for the use and benefit of
his separate estate,

hereinafter, whether one or more, referred to as vendor, who declares that said vendor does
by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver
with all legal warranties and with full substitution and subrogation in and to all the rights
and actions of warranty which said vendor has or may have against all preceding owners
and vendors, unto:

5

COB: 699124; Page: 1; Filed: 6/13/08 [ascension:]

WILLIAM C. HAYWARD, III, (xxx-xx-8382), married twice, first to Charlotte L. Hayward, and second to Melanie L. Hayward, a resident of the full age of majority of the Parish of Ascension, State of Louisiana, whose mailing address is declared to be 9073 Highway 405, Donaldsonville, Louisiana, purchasing the hereinafter described property as his own separate property with his separate funds and for the use and benefit of his separate estate,

hereinafter, whether one or more, referred to a purchaser, here present accepting, and purchasing for purchaser and purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof all and singular the following described property, to-wit:

All of their right, title and interest in and to the following described property:

Tract 4 as shown on the map attached hereto and made a part hereof, said Tract 4 being a portion of Germania Plantation, "Helene Reuss Hayward Testamentary Trust" located in Sections 23, 24 and 25, T-10-S, R-14-E, Southeastern Land District, West of the Mississippi River, Ascension Parish, Louisiana, said map prepared by Woody R. Triche, Professional Land Survey, dated February 16, 2006.

Vendors reserve unto themselves, their heirs and assigns all mineral rights located in, on, under and to the above described property.

No title examination was requested of or made by the undersigned Attorney and Notary and the parties hereto do hereby relieve and exonerate said Attorney and Notary from any and all liability from any defects in the title to the subject property and the description used in preparing this act of sale was furnished and accepted by the parties hereto.

TO HAVE AND TO HOLD, the above described property unto the said purchaser, and purchaser' successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the total price and sum of THIRTY-SIX THOUSAND AND 00/100 (\$36,000.00) DOLLARS Cash, which the said purchaser has well and truly paid, in ready and current money to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

The purchase price is to be distributed in the following proportions:

Judy H. Schuengel - \$12,000.00

Connie H. McLain - \$12,000.00

Tommie R. Hayward - \$12,000.00

THUS DONE AND PASSED at my office in Donaldsonville on the day, month and
year herein first above written in the presence of _____ and
_____, competent witnesses who hereunto sign their names
with the said appears and me, Notary, after a reading of the whole.

WITNESSES:

Gail C. Klack
Gail C. Klack
Frances N. Hidalgo
FRANCES N. HIDALGO

Judy H. Schuengel
JUDY H. SCHUENGEL

Gail C. Klack
Gail C. Klack
Frances N. Hidalgo
FRANCES N. HIDALGO

Judy H. Schuengel
CONNIE H. MCLAIN
BY: JUDY H. SCHUENGEL, AGENT
AND ATTORNEY-IN-FACT

Gail C. Klack
Gail C. Klack
Frances N. Hidalgo
FRANCES N. HIDALGO

Tommie R. Hayward
TOMMIE R. HAYWARD

Gail C. Klack
Gail C. Klack
Frances N. Hidalgo
FRANCES N. HIDALGO

William C. Hayward III
WILLIAM C. HAYWARD, III

Malcolm J. Dugas, Jr.
MALCOLM J. DUGAS, JR.
NOTARY PUBLIC
BAR ROLL NUMBER 05137

May 13, 2008

I, Connie H. McLain, of 294 County Highway 29, Davenport, New York, give my Power of Attorney to Judy H. Schuengel, of 901 Victoria Street, Waveland, Mississippi, for the sale/closing of my 1/6 interest in the 21 acres more or less located in Louisiana that I inherited from my dad, John R. Hayward. This power of attorney is also to allow Judy Schuengel to accept my check. This power or attorney is good only for this transaction.

Sincerely,

Connie H. McLain

Connie H. McLain

State of: New York
County of: Delaware

Subscribed and sworn to before me this
13th day of May 2008.

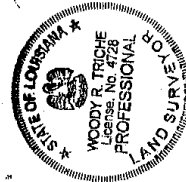
Margaret Bonney
Notary Public

MARGARET BONNEY
Notary Public State of New York
Appointed in Delaware County
Reg. No. 01BO5028289
My Commission Expires 5/3/2012

CERTIFICATION:
I hereby certify that I made a survey on the ground of the property shown and that this drawing accurately reflects the findings of said survey, and that this survey conforms to a Class C Survey in accordance with the State of Louisiana Minimum Standards for Property Boundary Surveys.

CERTIFICATION:

Woody A. Triche 2/16/2006 DATE



MAP SHOWING BOUNDARY SURVEY
OF
FIVE (5) TRACTS OF LAND
BEING
A PORTION OF GERMANIA: PLANTATION
HELENE REUSS HAYWARD TESTAMENTARY TRUST^{ss}

LOCATED IN
SECTIONS 23, 24 & 25, T-10-S, R-14-E, SOUTHEASTERN LAND DISTRICT
WEST OF THE MISSISSIPPI RIVER
ASCENSION PARISH, LOUISIANA

COB: 699124; Page: 5; Filed: 6/13/08 [ascension:]

GENERAL NOTES:

.) Flood Zone Note: By scale only. The property shown hereon is located in Flood Zone "C", as shown on FEMA Federal Insurance Rate Map 220013 0100B, dated September 2, 1987, for Ascension Parish, Louisiana.

[illegible]

) Basis of Bearings: (MSSD 51° 00' E) R-O-W River Road
is shown on Reference Map "B". Distances are U.S. Survey
feet.

4) No attempt has been made by Triche Land Surveying, Inc., to verify title, actual legal ownership(s), deed restrictions, encumbrances, easements, or other burdens on the property other than that furnished by the client or his representatives.

Wetlands Note: No Wetlands Determination was performed
Triche Land Surveying, Inc. nor was one submitted.

URGENT

SET 1/2" IRON RODS
END. IRONS (AS SHOWN)

END OF DOCUMENT-APCC

FILED AND RECORDED
MEFANT HAYWARD
ASSN.

DEVELOPMENTAL CORP OF
INSURANCE

2002 SEP 30 PM 1:08

526009
IN THE MATTER OF
COB. NOB OTHER
THE SUCCESSION Latino
BY CLERK AND RECORDER

BY PROBATE 5913
23RD JUDICIAL DISTRICT COURT
PARISH OF ASSUMPTION
STATE OF LOUISIANA

WILLIAM CAMPBELL HAYWARD, JR.

FILED
Justine
DY CLERK OF COURT
ASSUMPTION
DATE SEP 10 2002 LA

JUDGMENT OF POSSESSION

On considering the petition of Christine Ann Hayward Rodriguez and William Campbell Hayward, III, to recognize them as the sole general and universal legatees and to have all of the legatees sent into possession of the estate of the decedent, William Campbell Hayward, Jr., satisfactory proof having been submitted to the Court that all inheritance taxes due to the State of Louisiana have been paid, and that there is no necessity for an administration of this succession, the law and evidence being in favor of petitioners for reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Christine Ann Hayward Rodriguez be and is hereby granted the ownership of the following described movable property:

1. 1996 Oldsmobile automobile bearing VIN 1G3CX52KXT4307550;
2. One (1) Rolex watch;
3. Seventy-five (75) shares of Class A stock in Germania Plantation, Inc.; and
4. FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS cash.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William Campbell Hayward, III, be and is hereby granted the ownership of the following described movable property:

1. One (1) 1957 Royal Spartan travel trailer bearing VIN 540AH218;
2. One (1) gold pocketwatch and chain;
3. The movable metal building;
4. Seventy-five (75) shares of Class A stock in Germania Plantation, Inc.; and
5. One (1) 1997 Chevrolet S-10 pickup truck bearing VIN 1GCCS1449VK183467.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the seven hundred twenty (720) shares of Class B stock in Germania Plantation, Inc. to be distributed as follows:

- a) William C. Hayward, III 415.00 shares
- b) William C. Hayward, IV 22.50 shares

- c) Mathew B. Hayward 52.50 shares
- d) Christine Rodriguez 155.00 shares
- e) George Rodriguez 22.50 shares
- f) Chrissie Rodriguez Babin 52.50 shares

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lawrence Gros be and is hereby granted the ownership of the large two door iron safe.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Larry Babin be and is hereby granted the ownership of the small one door iron safe.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Matthew Daggs be and is hereby granted the ownership of the gold ID bracelet.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Althea Grob be and is hereby granted the ownership of cash in the amount of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Douglas S. Hayward, Sr. be and is hereby granted the ownership of the blacksmith shop located on the property at Labadieville including the forge, anvil and all related equipment and tools for the blacksmith shop.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christine Ann Hayward Rodriguez and William Campbell Hayward, III be and are hereby granted the full undivided ownership of all remaining movable items including but not limited to the remainder of the following movables, after payment of the above cash distributions:

- 1) One (1) certificate of deposit with Iberville Bank & Trust Company bearing account number 12198 (with the first FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS to go to Christine Hayward Rodriguez) and the remainder to be divided equally between Christine Hayward Rodriguez and William Campbell Hayward, III;
- 2) One (1) checking account bearing account number 120005034 with Iberville Bank & Trust Company;
- 3) Three hundred three (303) shares of common stock with Whitney Holding Corporation;

- 4) One (1) certain promissory note from Dalton Castille dated May 13, 1997 in the principal amount of \$22,500.00 which is secured by a mortgage recorded at Entry Number 391964 in the official records of Ascension Parish, Louisiana.
- 5) One (1) certain promissory note from Germania Plantation, Inc. dated December 31, 1985 in the original principal amount of \$100,000.00 which is the subject of an Act of Ratification recorded at Entry Number 495148 in the official records of Ascension Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christine Ann Hayward Rodriguez and William Campbell Hayward, Jr. be and are hereby granted the full undivided ownership of the following immovable property:

Residence, 9073 LA #405, Modeste

That certain tract of land lying and being situated in the Parish of Ascension, State of Louisiana, fronting on the public road, forming part of Germania Plantation, and containing two acres, more or less, facing on the Public Road or River Road and having a front thereon of 224.21 feet. Bounded in front by the Public Road, and in the rear and both sides by Germania Plantation, and commencing at a point 185.40 feet from an iron post or pipe marking the boundary between Germania Plantation and the property of the Estate of John & Ella Brooks. From said point of beginning extending along the public road a distance of 224.21 feet to an iron stake placed as a boundary, thence extending from the iron stake perpendicular to the said road and extending back therefrom a distance of 373.58 feet, to an iron stake placed as a boundary, thence on a line parallel to the line of the River Road a distance of 244.43 feet to an iron stake placed as a boundary, thence from said iron stake towards the river road, and perpendicular to the line on the River Road, a distance of 373.06 feet to the point of beginning. Together with all the buildings and improvements thereon and thereunto appertaining. All as per map and plan of survey made by E.P. Hargrove, Registered Land Surveyor, dated January 4, 1956.

Elise Memorial School, LA #405, Modeste

Undivided one-fourth (1/4) right, title share, interest and proportion in and to the following described property, to-wit:

A certain tract and portion of real estate located about the center of the front portion of "ELISE PLANTATION", in the First Ward of the Parish of Ascension, Louisiana, and having a frontage on the Donaldsonville-White Castle river blacktopped highway, including the batture on the Mississippi River in front thereof, of 2.46 1/4 chains on said public road and on said Mississippi River, with a depth of 12.70 chains between parallel lines, together with all the buildings and improvements thereon and thereunto belonging. Together with all rights, ways, and servitudes thereunto appertaining. All as shown on map drawn by J.F. Fernandez dated May 15, 1924, whereon said tract commences at a certain grate bar letter "A", thence south 46 degrees east, 2.46 1/4 chains to "B"; thence south 42 degrees 30 minutes west, 12.70 chains to point "C"; thence south 46 degrees 30 minutes west, 12.70 chains to point "A", Point of Beginning. The said portion or parcel of land being known as the school grounds of the Elise Memorial School. Being a portion of the same property acquired by the late George B. Reuss on March 6, 1893 from the Home Plantation

Co., Ltd. by act of sale recorded in C.B. 36, folio 211-35 of Ascension Parish, Louisiana. Together with all buildings and improvements thereon and thereunto belonging.

Being the same property acquired by William Campbell Hayward, Jr. as per act duly recorded at Entry Number 231876 of Ascension Parish, Louisiana.

Golden Gate Property, Labadieville, LA

Undivided three-fourth (3/4) right, title share, interest and proportion in the following described property, to wit:

A certain tract or parcel of land situated in the Parish of Assumption, State of Louisiana, and being a part of Oakwood Plantation (which parcel is referred to in an Act of Sale in Conveyance Book 63, Folio 210, as being in Section 11, Township 14 South, Range 14 East, but appears on a map of the Parish of Assumption, made by Tobin Aerial Surveys, Inc., as being situated in Section 12, Township 14 South Range 14 East) together with all of the buildings and improvements thereon including a sugar house or syrup mill with all machinery and equipment thereon and residence, which parcel of land is described by reference to a sketch showing front of survey of tract of land annexed to an act of sale by Alburge and Clara C. Bernard to Thomas A. Thibaut, et als, recorded in Conveyance Book 79, Folio 645, as follows, to-wit:

Beginning at a point marked "E" which is the junction between the south-west side line of Louisiana Highway No. 29 and the South side line of Oakwood Road, and running South 40 deg. 15" East, along the westerly side of Louisiana Highway No. 29, a distance of two hundred fifty-four (254) feet to a point marked "B", thence south 37 deg. 15' west a distance of two hundred sixty seven and 7/100 (267.7) feet to a point marked "C"; thence running north 54 deg. 35' west a distance of two hundred seventy (270.0) feet to a point marked "D" across a canal and on the south side of Oakwood road a distance of three hundred fifty (350) feet to a point marked "E", the point of beginning, the parcel being bounded on the east by Louisiana Highway No. 20, on the south and west by Thomas Thibaut, et al, and on the north by Oakwood Rd., being the property reserved by Mr. and Mrs. Alburge Bernard, and colored yellow on the main sketch of the property transferred by them in the act of sale dated March 26, 1949, and recorded in COB 79, folio 645, and being the same property acquired by mortgagor from William C. Hayward, Jr., et al, by act of sale passed before Gertrude C. Bagwell on the 14th day of September, 1961, and duly recorded in Conveyance Book 93, No. 60768 in the office of the Clerk and Ex-Officio Recorded in and for the Parish of Assumption.

Batture Property, Germania Plantation, Modeste

Undivided one-fourth (1/4) right, title share, interest and proportion in the following described property, to wit:

The batture in front of the following described property, to-wit:

A certain tract of land, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 3/4 miles above the Town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at a point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March, 1962, measures thence South 50° 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point,

thence South 39° West 1499.7 feet to a point, thence South 51°13' East 302.6 feet to a point; thence South 40° 19' West 891.6 feet to a point; thence North 55° 41' West 961.9 feet to a point; thence North 55° 23' West 25.5 feet to a point; thence North 59° 44' West 145.1 feet to a point; thence North 54° 20' West 420.5 feet to a point; thence North 59° 26' West 152.0 feet to a point marked by an axle; thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Subject to a servitude of way and passage unto Germania Plantation, Inc. over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T.J. Weishaupt, dated March, 1962.

Being the same property interests in which were acquired by Mrs. Helene Reuss, wife of William Campbell Hayward by Judgment of Possession of George B. Reuss, #232-174 of the docket of the Civil District Court for the Parish of Orleans dated march 26, 1940, registered in the Conveyance Office for the Parish of Ascension under Registration No. 77546.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all inheritance and estate transfer taxes due the State of Louisiana by the heirs and legatees of the decedent and the succession have been paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any individual, corporation, or institution having any other money, credits, stock, rights, or property belonging to the decedent are directed to deliver the same to the heirs of decedent in accordance with the terms of this judgment, or to make such disposition of same as may be directed by said heirs.

JUDGMENT READ, RENDERED AND SIGNED, in Chambers at D'Hille, Louisiana, on the 13th day of September, 2002.

Original Signed By
Pegram Mire, Jr.

Judge, 23rd Judicial District Court

END OF DOCUMENT-APCC

STATE OF LOUISIANA
PARISH OF ASSUMPTION

I HEREBY CERTIFY that the within and foregoing is a true copy of the original file in this office and
received at 9:34 o'clock 1 m, m
Book No. 232 folio 207334 of seq. under
Entry No. 207334

Office of Clerk of Court and Reporter, Napoleonville
Louisiana
By: [Signature]
Dy. Clerk of Court

SUCCESSION OF

HELENE REUSS HAYWARD

PROBATE NUMBER: 7522

FILED:

RECEIVED
HAYWARD REUSS HAYWARD 23RD JUDICIAL DISTRICT COURT
CLERK OF COURT

MAR 25 11 29 AM '86

PARISH OF ASCENSION

STATE OF LOUISIANA

FILED: *March 25, 1986* *Thos. A. Douglas* *Renkel* BY: CLK.*****
AMENDED JUDGMENT OF POSSESSION

Considering the joint Petition for an Amended Judgment of Possession filed herein by Douglas S. Hayward, Sr., Joan Renken McKee, John R. Hayward, and William Campbell Hayward, Jr., in which the petitioners request that certain assets described in the Detailed Descriptive List be specifically included in the Judgment of Possession, and for the reasons set forth in the Judgment of Possession rendered in this matter on December 12, 1985, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that the Judgment of Possession rendered on December 12, 1985 be amended to the following extent:

1. That Paragraph 1H is hereby amended to read as follows:
- H. The remainder of her property, including all of the real estate that she owned, together with all of the stock that she owned in Germania Plantation, Inc., as well as all other properties that she owned at the date of her death, she willed and bequeathed to DOUGLAS S. HAYWARD, HELENE HAYWARD RENKEN, and SIDNEY A. MARCHAND, III, as co-trustees, for WILLIAM CAMPBELL HAYWARD, JR., JOAN RENKEN MCKEE, DOUGLAS S. HAYWARD and JOHN REUSS HAYWARD, as beneficiaries of income and principal.

This trust shall be known and administered as the "HELENE REUSS HAYWARD TESTAMENTARY TRUST;"

Included in the property bequeathed to the Helene Reuss Hayward Testamentary Trust are the following:

- a) The batture in front of the following described property, to-wit:

A certain tract of land, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the Town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at a point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaupt,

Civil Engineer, dated March, 1962, measures thence South 50° 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet to a point; thence South 51° 13' East 302.6 feet to a point; thence South 40° 19' West 891.6 feet to a point; thence North 55° 41' West 961.9 feet to a point; thence North 55° 23' West 25.5 feet to a point; thence North 59° 44' West 145.1 feet to a point; thence North 54° 20' West 420.5 feet to a point; thence North 59° 26' West 152.0 feet to a point marked by an axle; thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Subject to a servitude of way and passage unto Germania Plantation, Inc. over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

Being the same property interests in which were acquired by Mrs. Helene Reuss, wife of William Campbell Hayward by Judgment of Possession of George B. Reuss, #232-174 of the docket of the Civil District Court for the Parish of Orleans, dated March 26, 1940, registered in the Conveyance Office for the Parish of Ascension under Registration No. 77546.

- b) An undivided one-half (1/2) right, title, share, interest and proportion in and to the following:

A certain tract or parcel of land situated in the Parish of Assumption, State of Louisiana, and being a part of Oakwood Plantation (which parcel is referred to in an Act of Sale in Conveyance Book 632, Folio 210, as being in Section 11, Township 14 South, Range 14 East, but appears on a map of the Parish of Assumption, made by Tobin Aerial Surveys, Inc. as being situated in Section 12, Township 14 South, Range 14 East), together with all of the buildings and improvements thereon including a sugar house or syrup mill with all machinery and equipment thereon and residence, which parcel of land is described by reference to a sketch showing front of survey of tract of land annexed to an Act of Sale by Alburge and Clara C. Bernard to Thomas A. Thibaut, et als, recorded in Conveyance Book 79, Folio 645, as follows, to-wit:

Beginning at a point marked "E" which is the junction between the south-west side line of Louisiana Highway No. 29, and the South side line of Oakwood Road, and running South 40° 15' East, along the westerly side of Louisiana Highway No. 29, a distance of two hundred fifty-four (254') feet to a point marked "B", thence run South 37° 15' West a distance of two hundred sixty-seven (267') feet to a point marked "D" across a canal and on the south side of Oakwood Road a distance of three hundred fifty (350) feet to a point marked "E", the point of beginning, the parcel being bounded on the east by Louisiana Highway No. 29, on the south and west by Thomas Thibaut, et als, and on the north by Oakwood Road, being the property reserved by Mr. and Mrs. Alburge Bernard, and colored yellow on the main sketch of the property transferred by them in the act of sale dated March 26, 1949, and recorded in

COB: 231809; Page: 2; Filed: 3/25/86 [ascension:]

COB 79, folio 645, and being the same property acquired by mortgage from William C. Hayward, Jr., et al, by act of sale passed before Gertrude C. Bagwell on the 14th day of September, 1961, and duly recorded in Conveyance book 93, No. 60768 in the office of the clerk and ex-Officio Recorder in and for the Parish of Assumption.

Being the same property acquired by William C. Hayward, Sr. and Helene Reuss Hayward by Sheriff's Sale dated February 13, 1963, signed by Murray P. Landry, Sheriff and Ex-Officio Auctioneer, Assumption Parish, Louisiana.

- c) An undivided one-half (1/2) right, title, share, interest and proportion in and to the following:

855 shares Class B Common Stock of Germania Plantation, Inc. represented by Certificate #1 dated December 30, 1964 issued in the name of Mr. and Mrs. William Campbell Hayward, Sr.

- d) An undivided one-half (1/2) right, title, share, interest and proportion in and to the following:

5 shares of the First National Bank in Donaldsonville represented by Certificate #428 issued in the name of William Campbell Hayward, Sr.

- e) An undivided one-half (1/2) right, title, share, interest and proportion in and to the following:

76 shares of stock of Gulf National Bank, Gulfport, Mississippi, in the names of W.C. Hayward, Sr. and Mrs. W. C. Hayward, Sr.

JRM
f)
L.H. 1/24

~~An undivided one-half (1/2) right, title, share, interest and proportion in and to the following:~~

JRM
L.H. 1/24
L.H. 1/24

675 Shares of Class B Common Stock of Germania Plantation, Inc., in the name of Helene Reuss Hayward.

2) That an additional paragraph be added to the original Judgment of Possession to be numbered Paragraph 4, and to read as follows:

4. All banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit, or in their possession, or under their control, any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the

COB: 231809; Page: 3; Filed: 3/25/86 [ascension:]

succession of the deceased, Helene Reuss Hayward,
are hereby required to delivered them to the HELENE
REUSS HAYWARD TESTAMENTARY TRUST.

THIS AMENDED JUDGMENT READ, RENDERED AND SIGNED ON THIS 21st
DAY OF MARCH, 1986, AT CONZAKS, LOUISIANA.

John L. Goldsmith
JOHN L. GOLDSMITH, JUDGE
TWENTY-THIRD JUDICIAL DISTRICT
PARISH OF ASCENSION

APPROVED AS TO FORM:

Douglas S. Hayward
Douglas S. Hayward

Joan Renken McKee
Joan Renken McKee

John R. Hayward
John R. Hayward

William C. Hayward, Jr.
William C. Hayward, Jr.

I, do hereby certify that the above and in
and recorded in Book of 401 Folio No. 672
this 25 day of mar 1986

Kermit Hart Bourque
Clerk and Recorder

COB: 231809; Page: 4; Filed: 3/25/86 [ascension:]

675

Recorded from the original on file this the 25th day of March, 1986.

Kermit Hart Bourque
KERMIT HART BOURQUE, CLERK OF COURT AND RECORDER
ASCENSION PARISH, LOUISIANA

Recorded from the original on file this the 13th day of December, 1985.

Kermit Hart Bourque
KERMIT HART BOURQUE, CLERK & RECORDER
ASCENSION PARISH, LA.

SUCCESSION OF

228490 23RD JUDICIAL DISTRICT COURT

HELENE REUSS HAYWARD

PARISH OF ASCENSION

PROBATE NUMBER: 7522

RECEIVED

STATE OF LOUISIANA

HART BOURQUE
CLERK OF COURT

FILED: *Dec 12 1985*

BY. CLK.

***** DEC 13 2 57 PM '85 *****

BY *W. Hayward*
JUDGMENT OF POSSESSION
BY. CLERK OF COURT

Considering the joint Petition for Possession filed herein by DOUGLAS S. HAYWARD, appearing individually and as the duly qualified Testamentary Executor of the Succession of Helene Reuss Hayward, of JOAN RENKEN MCKEE, of JOHN R. HAYWARD, and further considering the stipulations of the parties, including WILLIAM CAMPBELL HAYWARD, JR., under which William Campbell Hayward, Jr. enters into and also becomes a petitioner in this Petition for Possession; satisfactory proof having been submitted to the Court that all inheritance taxes due by the heirs and legatees have been paid; there is no necessity for any further administration of this Succession, the law and the evidence entitling the petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that:

1. The following persons and Trust are recognized as the particular legatees of the deceased, Helene Reuss Hayward, and as such, are entitled to the ownership and sent into possession of the property set forth next to their respective names, as follows:

A. To WILLIAM CAMPBELL HAYWARD, JR., the following described property:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin a point common to Germania Plantation, Mulberry Grove Plantation of Mrs. Hattie Clifton and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded in front by the River Road, downriver by the Mulberry Grove Plantation and Mrs. Hattie Clifton, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. and upriver by a portion to be bequeathed to my daughter, Mrs. Helene Hayward Renken. Together with the brick home and other improvements situated thereon.

COB: 228490; Page: 1; Filed: 12/13/85 [ascension:]

REC'D
CLERK
DEC 13 11 23 AM '85
163

LESS AND EXCEPT:

An undivided one-half (1/2) right, title, share, interest and proportion in and to:

That certain tract of land lying and being situated in the Parish of Ascension, State of Louisiana, fronting on the public road, forming part of Germania Plantation, and containing two acres, more or less, facing on the Public Road or River Road and having a front thereon of 224.21 feet. Bounded in front by the Public road, and in the rear and both sides by Germania Plantation, and commencing at a point 185.40 feet from an iron post or pipe marking the boundary between Germania Plantation and the property of the Estate of John & Ella Brooks. From said point of beginning extending along the public road a distance of 224.21 feet to an iron stake placed as a boundary, thence extending from the iron stake perpendicular to the said road and extending back therefrom a distance of 373.58 feet, to an iron stake placed as a boundary, thence on a line parallel to the line of the River Road a distance of 244.43 feet to an iron stake placed as a boundary, thence from said iron stake towards the river road, and perpendicular to the line on the River Road, a distance of 373.06 feet to the point of beginning.

Together with the buildings and improvements thereon and thereunto appertaining.

All as per map and plan of survey made by E. P. Hargrove, Registered Land Surveyor, dated January 4, 1956.

Being the same property acquired by William C. Hayward, Jr from Mrs. Williams C. Hayward, Sr. by act dated February, 1956, passed before C. A. Blanchard, Notary Public, and being recorded in COB 112, File No. 46842, all according to the map and plan of survey made by E. P. Hargrove, C. E. dated January 4, 1956, a copy of said plan of survey being recorded in C.B. 112, under File NO. 16842 of the Parish of Ascension, Louisiana.

Being the same property acquired by William C. Hayward, Sr. from William C. Hayward, Jr. by Act of Sale before George R. Blum, Notary Public, Ascension Parish, dated September 23, 1959.

- B. To JOAN RENKIN MCKEE, the following described property, to-wit:

A parcel of ground containing twenty acres, more or less, and being that portion of the front portion of Germania Plantation, in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to William Campbell Hayward, Jr., the parcel herein bequeathed to Helene Hayward Renken, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by

COB: 228490; Page: 2; Filed: 12/13/85 [ascension:]

parcel bequeathed to William Campbell Hayward, Jr., front by River Road, above by parcel bequeathed to Douglas S. Hayward, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. Together with the store building and overseer home and other improvements situated thereon.

C. To DOUGLAS S. HAYWARD, the following described property, to-wit:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation, in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to Mrs. Helene Hayward Renken, the parcel herein bequeathed to Douglas S. Hayward, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by parcel bequeathed to Mrs. Helene Hayward Renken, front by River Road, above by parcel bequeathed to John Reuss Hayward and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. Together with the main plantation home, garage, stable and other buildings and improvements thereon situated.

D. To JOHN REUSS HAYWARD, the following described property, to-wit:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation, in Sections 23 and 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to Douglas S. Hayward, the parcel herein bequeathed to John Reuss Hayward, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by parcel bequeathed to Douglas S. Hayward, front by River Road, above by upper line of Germania Plantation and property of Robert Bourg, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc.

E. To DOUGLAS S. HAYWARD, all of the furniture, fixtures, and other contents of the Germania Plantation home situated on the property which is bequeathed to him hereinabove.

COB: 228490; Page: 3; Filed: 12/13/85 [ascension:]

- F. The real estate in Mississippi owned by Helene Reuss Hayward at the date of her death, and being the property in Waveland, Mississippi, in equal proportions, to WILLIAM CAMPBELL HAYWARD, JR., JOAN RENKEN MCKEE, DOUGLAS S. HAYWARD and JOHN REUSS HAYWARD.
- G. To DOUGLAS S. HAYWARD, the automobile owned by Helene Reuss Hayward at the date of her death, which automobile is a Chevrolet.
- H. The remainder of her property, including all of the real estate that she owned, together with all of the stock that she owned in Germania Plantation, Inc., as well as all other properties that she owned at the date of her death, she willed and bequeathed to DOUGLAS S. HAYWARD, HELENE HAYWARD RENKEN, and SIDNEY A. MARCHAND, III, as co-trustees, for WILLIAM CAMPBELL HAYWARD, JR., JOAN RENKEN MCKEE, DOUGLAS S. HAYWARD and JOHN REUSS HAYWARD, as beneficiaries of income and principal.

This trust shall be known and administered as the "HELENE REUSS HAYWARD TESTAMENTARY TRUST;"

2. No collation be required for any gifts made to the children of Helene Reuss Hayward during her lifetime.

3. Douglas S. Hayward is discharged as executor and the necessity of the final account of the executor of this succession is hereby dispensed with.

This Judgment rendered on the 14th day of October, 1985.

This Judgment read and signed on the 12th day of December, 1985 at Gretna, Ascension Parish, Louisiana.

JOHN L. GOLDSMITH, JUDGE
TWENTY-THIRD JUDICIAL DISTRICT
PARISH OF ASCENSION

APPROVED AS TO FORM:

Douglas S. Hayward, Individually
and as Executor

BY:

Sidney A. Marchand, III
Attorney

Joan Renken McKee

BY:

Oliver S. Delery, Attorney

John R. Hayward, In Proper Person

William C. Hayward, Jr.,

By:

William LeBlanc, Attorney

SUCCESSION OF

HELENE REUSS HAYWARD

PROBATE NUMBER: 7522

FILED:

This *Amended* by act of
Clerk of the Court
Recorded in MB
File No. *40*
Folio *23*
Date *3/25*
19*28*
JUDICIAL DISTRICT COURT
PARISH OF ASCENSION
STATE OF LOUISIANA
DEPUTY CLERK & REGISTRAR
BY: CLK.

JUDGMENT OF POSSESSION

Considering the joint Petition for Possession filed herein by DOUGLAS S. HAYWARD, appearing individually and as the duly qualified Testamentary Executor of the Succession of Helene Reuss Hayward, of JOAN RENKEN MCKEE, of JOHN R. HAYWARD, and further considering the stipulations of the parties, including WILLIAM CAMPBELL HAYWARD, JR., under which William Campbell Hayward, Jr. enters into and also becomes a petitioner in this Petition for Possession; satisfactory proof having been submitted to the Court that all inheritance taxes due by the heirs and legatees have been paid; there is no necessity for any further administration of this Succession, the law and the evidence entitling the petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that:

1. The following persons and Trust are recognized as the particular legatees of the deceased, Helene Reuss Hayward, and as such, are entitled to the ownership and sent into possession of the property set forth next to their respective names, as follows:

A. To WILLIAM CAMPBELL HAYWARD, JR., the following described property:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin a point common to Germania Plantation, Mulberry Grove Plantation of Mrs. Hattie Clifton and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded in front by the River Road, downriver by the Mulberry Grove Plantation and Mrs. Hattie Clifton, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. and upriver by a portion to be bequeathed to my daughter, Mrs. Helene Hayward Renken. Together with the brick home and other improvements situated thereon.

LESS AND EXCEPT:

An undivided one-half (1/2) right, title, share, interest and proportion in and to:

That certain tract of land lying and being situated in the Parish of Ascension, State of Louisiana, fronting on the public road, forming part of Germania Plantation, and containing two acres, more or less, facing on the Public Road or River Road and having a front thereon of 224.21 feet. Bounded in front by the Public road, and in the rear and both sides by Germania Plantation, and commencing at a point 185.40 feet from an iron post or pipe marking the boundary between Germania Plantation and the property of the Estate of John & Ella Brooks. From said point of beginning extending along the public road a distance of 224.21 feet to an iron stake placed as a boundary, thence extending from the iron stake perpendicular to the said road and extending back therefrom a distance of 373.58 feet, to an iron stake placed as a boundary, thence on a line parallel to the line of the River Road a distance of 244.43 feet to an iron stake placed as a boundary, thence from said iron stake towards the river road, and perpendicular to the line on the River Road, a distance of 373.06 feet to the point of beginning.

Together with the buildings and improvements thereon and thereunto appertaining.

All as per map and plan of survey made by E. F. Hargrove, Registered Land Surveyor, dated January 4, 1956.

Being the same property acquired by William C. Hayward, Jr from Mrs. Williams C. Hayward, Sr. by act dated February, 1956, passed before C. A. Blanchard, Notary Public, and being recorded in COB 112, File No. 46842, all according to the map and plan of survey made by E. P. Hargrove, C. E. dated January 4, 1956, a copy of said plan of survey being recorded in C.B. 112, under File NO. 16842 of the Parish of Ascension, Louisiana.

Being the same property acquired by William C. Hayward, Sr. from William C. Hayward, Jr. by Act of Sale before George R. Blum, Notary Public, Ascension Parish, dated September 23, 1959.

B. To JOAN RENKIN MCKEE, the following described property, to-wit:

A parcel of ground containing twenty acres, more or less, and being that portion of the front portion of Germania Plantation, in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to William Campbell Hayward, Jr., the parcel herein bequeathed to Helene Hayward Renken, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by

parcel bequeathed to William Campbell Hayward, Jr., front by River Road, above by parcel bequeathed to Douglas S. Hayward, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. Together with the store building and overseer home and other improvements situated thereon.

C. To DOUGLAS S. HAYWARD, the following described property, to-wit:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation, in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to Mrs. Helene Hayward Renken, the parcel herein bequeathed to Douglas S. Hayward, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by parcel bequeathed to Mrs. Helene Hayward Renken, front by River Road, above by parcel bequeathed to John Reuss Hayward and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. Together with the main plantation home, garage, stable and other buildings and improvements thereon situated.

D. To JOHN REUSS HAYWARD, the following described property, to-wit:

A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation, in Sections 23 and 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to the upriver line of the parcel hereinabove given to Douglas S. Hayward, the parcel herein bequeathed to John Reuss Hayward, and the River Road, and then measure upriver along the River Road exactly one-fourth (1/4th) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded downriver by parcel bequeathed to Douglas S. Hayward, front by River Road, above by upper line of Germania Plantation and property of Robert Bourg, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc.

E. To DOUGLAS S. HAYWARD, all of the furniture, fixtures, and other contents of the Germania Plantation home situated on the property which is bequeathed to him hereinabove.

COB: 228490; Page: 7; Filed: 12/13/85 [ascension:]

F. The real estate in Mississippi owned by Helene Reuss Hayward at the date of her death, and being the property in Waveland, Mississippi, in equal proportions, to WILLIAM CAMPBELL HAYWARD, JR., JOAN RENKEN MCKEE, DOUGLAS S. HAYWARD and JOHN REUSS HAYWARD.

G. To DOUGLAS S. HAYWARD, the automobile owned by Helene Reuss Hayward at the date of her death, which automobile is a Chevrolet.

H. The remainder of her property, including all of the real estate that she owned, together with all of the stock that she owned in Germania Plantation, Inc., as well as all other properties that she owned at the date of her death, she willed and bequeathed to DOUGLAS S. HAYWARD, HELENE HAYWARD RENKEN, and SIDNEY A. MARCHAND, III, as co-trustees, for WILLIAM CAMPBELL HAYWARD, JR., JOAN RENKEN MCKEE, DOUGLAS S. HAYWARD and JOHN REUSS HAYWARD, as beneficiaries of income and principal.

This trust shall be known and administered as the "HELENE REUSS HAYWARD TESTAMENTARY TRUST;"

2. No collation be required for any gifts made to the children of Helene Reuss Hayward during her lifetime.

3. Douglas S. Hayward is discharged as executor and the necessity of the final account of the executor of this succession is hereby dispensed with.

This Judgment rendered on the 14th day of October, 1985.

This Judgment read and signed on the ____ day of _____,

1985 at _____, Ascension Parish, Louisiana.

JOHN L. GOLDSMITH, JUDGE
TWENTY-THIRD JUDICIAL DISTRICT
PARISH OF ASCENSION

APPROVED AS TO FORM:

Douglas S. Hayward, Individually
and as Executor

BY: _____
Sidney A. Marchand, III
Attorney

Joan Renken McKee

BY: _____
Oliver S. Delery, Attorney

John R. Hayward
John R. Hayward, In Proper Person

William C. Hayward, Jr.,

By: _____
William LeBlanc, Attorney

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Subscribed and sworn to before me and foregoing was received, filed and recorded in Book of _____
No. 395 Folio No. 163
this 13 day of Dec 1985
Jeanne LeBlanc
Clerk and Recorder

ACT OF SALE

UNDER

Time: 11:05 A.M.

DEC 31 1964

PRIVATE SIGNATURE

77467

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that MRS. HELENE REUSS, wife of WILLIAM CAMPBELL HAYWARD, of the full age of majority, residing in the Parish of Ascension, State of Louisiana, herein aided, authorized and assisted by her said husband, does hereby sell, transfer, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which she has or may have against all preceding vendors, unto

GERMANIA PLANTATION, INC.,

a Corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Ascension, created by act before HARRY P. GAMBLE, III Notary Public, dated December 31, 1964, recorded in the Mortgage Records for the Parish of Ascension in Book , folio and in the office of the Secretary of State of Louisiana in Record of Charters Book , herein represented by Mrs. Helene H. Renken, its Secretary, under and by virtue of a Resolution of the Board of Directors of said Corporation, dated December 31, 1964, annexed hereto, here present, accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

- (1) A CERTAIN TRACT OF LAND, forming part of the Germania Plantation, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, as shown on a survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940 in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River. According to said survey, said tract of land commences at a point designated by the letters "FF" on said survey and measures thence South 59° 29' East 794 along the River Highway to a point designated by the letters "BB" on said survey, thence South 50° 36' East 769 feet along the said highway to a point designated by the letters "CC" on said survey, thence South 39° West 1497 feet to a point designated by the letters "DD" on said survey, thence South 49° 36' East 302 feet to a point designated by the letter "T" on said survey, thence South 40° West 11,772.5 feet to a point designated by the letter "U" on said survey, thence North 63° West 337.5 feet to a point designated by the letter "F" on said survey, thence South 47° West 570.9 feet to a point designated by the letter "W" on said survey, thence along the Bijou Drainage Ditch North 17° 55' East 6138 feet to a point designated by the letter "X" on said survey, thence North 81° East 622.4 feet to a point designated by the letter "Y" on said survey, thence along the line of the Chatham Plantation North 23° 23' East 5135 feet to a point designated by the letter "Z" on said survey, thence South 70° 33' East 1620 feet, thence South 66° 23' East 300 feet, thence South 60° 10' East 300 feet to a point designated by the letters "EE", thence North 37° 50' East 2143 feet to the point of beginning designated by the letters "FF".

LESS AND EXCEPT:

A CERTAIN TRACT OF LAND, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at the point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March, 1962, measures thence South 50° 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet to a point, thence South 51° 13' East 302.6 feet to a point, thence South 40° 19' West 891.6 feet to a point, thence North 55° 41' West 961.9 feet to a point, thence North 55° 23' West 25.5 feet to a point, thence North 59° 44' West 145.1 feet to a point, thence North 34° 21' East 433.3 feet to a point, thence North 54° 20' West 420.6 feet to a point, thence North 59° 26' West 152.0 feet to a point marked by an axle, thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Vendor establishes and grants unto Germania Plantation, Inc., for the sale, use and benefit of the property herein conveyed, a servitude of way and passage over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

Being the same property interests in which were acquired by Mrs. Helene Reuss, wife of William Campbell Hayward, by Judgment in the Succession of George B. Reuss, No. 232-174 of the Docket of the Civil District Court for the Parish of Orleans dated March 26, 1940, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

Further acquired by the said Mrs. Helene Reuss, wife of William Campbell Hayward on March 26, 1940, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

- (2) A CERTAIN PORTION OF LAND with the improvements thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section Seventy-seven (77), Township Ten (10) South, Range Two (2) East, Southeastern District of Louisiana, east of the Mississippi River, according to United States plat approved April 15, 1851, which said portion of land contains eighty-seven and 54/100 (87.54) acres, more or less, and comprises the whole of said Section Seventy-seven (77) less the portion which was conveyed by John C. Klos to Edwin F. Brady by an Act passed before Fred C. Marks, Notary Public in and for the City of New Orleans, Louisiana, dated June 7, 1927.

Being a part of the same property which John C. Klos purchased from the Belle Helene Co., Ltd., by an Act passed before Sidney A. Weber, Notary Public, on July 21, 1911, registered in Book of Conveyance No. 56, folio 49, of the records of said Parish of Ascension, and being the same property acquired by present vendor from the said John C. Klos by an Act before Felix J. Dreyfous, Notary Public of the Parish of Orleans, Louisiana, dated December 14, 1926, registered in Conveyance Book 66, folio 234, of the Conveyance Records of said Parish of Ascension, Louisiana.

- (3) A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and thereunto appertaining, as well as all the rights, ways, privileges and servitudes appertaining, situated in the Parish of Ascension, State of Louisiana, described as follows:

Tract No. Four (4) containing forty-three and eighteen hundredths (43.18) acres, more or less,
Tract No. Five (5) containing sixty-five (65) acres, and
Tract No. Twenty-eight (28) containing eleven and 12/100 (11.12) acres, more or less; being a part of the Belle Plantation. Bounded on the West or front by the Mississippi River, on the upper side by Lot No. 3 and on the lower side by Lots Nos. 6 and 27, as described in the subdivision of the Belle Helene Plantation by Daney and Wadill.

Being the same property acquired by Mrs. George B. Reuss from the Belle Helene Planting Co., Ltd., by act before J. Fd. Fernandez, Notary Public in and for the Parish of Ascension, Louisiana, dated January 31, 1912, and registered in Conveyance Book 56, folio 455 of the records of Ascension Parish, Louisiana.

Being the same property acquired as the separate and paraphernal property of Mrs. Helene Reuss, wife of William C. Hayward, from Mrs. George B. Reuss, widow of George B. Reuss (Mrs. Bertha E. Spor Reuss) on the 4th day of April, 1942, as per act recorded in Conveyance Book 79, folio 293, Ascension Parish, Louisiana.

TO HAVE AND TO HOLD the above described property and appurtenances unto the said purchaser, his heirs and assigns forever.

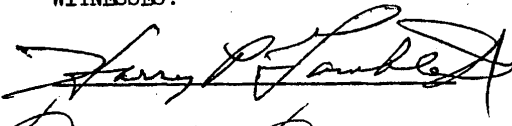
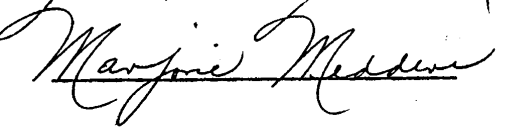
This sale is made and accepted for and in consideration of the issuance by purchaser to vendor of FIVE THOUSAND ONE HUNDRED FORTY FIVE (5,145) SHARES of the Class B Common stock of GERMANIA PLANTATION, INC., that said vendor hereby acknowledges the receipt thereof and granting full acquittance and discharge therefor.

All mortgage, conveyance, paving and tax researches are waived by the parties hereto, who hereby relieve and release me, Notary, from any liability for their non-production.

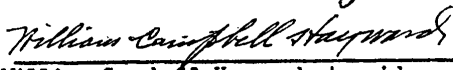
Vendor, Mrs. Helene Reuss, wife of William Campbell Hayward, declared that she has been married but once and then to the said William Campbell Hayward from whom she has never been judicially separated or divorced, and with whom she is living and residing in community.

THUS DONE AND SIGNED as of this 31st day of December, 1964 in the presence of the undersigned competent witnesses.

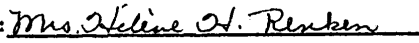
WITNESSES:


Mrs. Helene Reuss Hayward


William Campbell Hayward, to aid,
authorize and assist his wife, Mrs.
Helene Reuss Hayward

GERMANIA PLANTATION, INC.

By: 
Mrs. Helene H. Renken, Secretary

STATE OF LOUISIANA

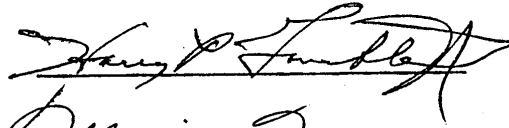



PARISH OF ORLEANS

BE IT KNOWN That on this 31st day of December, 1964, before me, a Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, personally appeared MRS. HELENE REUSS, wife of WILLIAM CAMPBELL HAYWARD, and the said WILLIAM CAMPBELL HAYWARD, to aid, authorize and assist his wife and GERMANIA PLANTATION, INC., herein represented by Mrs. Helene H. Renken, Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument, who signed same before me and in the presence of them

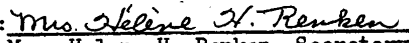
COB: 77467; Page: 4; Filed: 12/31/64 [ascension:]

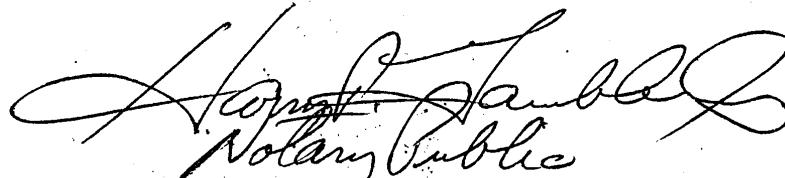
of the undersigned competent witnesses, and the said appearers thereupon declared and acknowledged unto me, Notary, in the presence of said witnesses, that they signed and executed said document as their own free act and deed for the uses and purposes therein set forth.

WITNESSES:

	 Mrs. Helene Reuss Hayward
	 William Campbell Hayward, to aid, authorize and assist his wife, Mrs. Helene Reuss Hayward

GERMANIA PLANTATION, INC.

By: 
Mrs. Helene H. Renken, Secretary


Notary Public
HARRY P. GAMBLE, III

- (1) A CERTAIN TRACT OF LAND, forming part of the Germania Plantation, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, as shown on a survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940 in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River. According to said survey, said tract of land commences at a point designated by the letters "FF" on said survey and measures thence South 59° 29' East 794 along the River Highway to a point designated by the letters "BB" on said survey, thence South 50° 36' East 769 feet along the said highway to a point designated by the letters "CC" on said survey, thence South 39° West 1497 feet to a point designated by the letters "DD" on said survey, thence South 49° 36' East 302 feet to a point designated by the letter "T" on said survey, thence South 40° West 11,772.5 feet to a point designated by the letter "U" on said survey, thence North 63° West 337.5 feet to a point designated by the letter "F" on said survey, thence South 47° West 570.9 feet to a point designated by the letter "W" on said survey, thence along the Bijou Drainage Ditch North 17° 55' East 6138 feet to a point designated by the letter "X" on said survey, thence North 81° East 622.4 feet to a point designated by the letter "Y" on said survey, thence along the line of the Chatham Plantation North 23° 23' East 5135 feet to a point designated by the letter "Z" on said survey, thence South 70° 33' East 1620 feet, thence South 66° 23' East 300 feet, thence South 60° 10' East 300 feet to a point designated by the letters "EE", thence North 37° 50' East 2143 feet to the point of beginning designated by the letters "FF".

LESS AND EXCEPT:

A CERTAIN TRACT OF LAND, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at the point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaupt, Civil Engineer, dated March, 1962, measures thence South 50° 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet to a point, thence South 51° 13' East 302.6 feet to a point, thence South 40° 19' West 891.6 feet to a point, thence North 55° 41' West 961.9 feet to a point, thence North 55° 23' West 25.5 feet to a point, thence North 59° 44' West 145.1 feet to a point, thence North 34° 21' East 433.3 feet to a point, thence North 54° 20' West 420.6 feet to a point, thence North 59° 26' West 152.0 feet to a point marked by an axle, thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Vendor establishes and grants unto Germania Plantation, Inc., for the sale, use and benefit of the property herein conveyed, a servitude of way and passage over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

Being the same property interests in which were acquired by Mrs. Helene Reuss, wife of William Campbell Hayward, by Judgment in the Succession of George B. Reuss, No. 232-174 of the Docket of the Civil District Court for the Parish of Orleans dated March 26, 1940, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

E X T R A C T
OF
MINUTES OF MEETING OF BOARD OF DIRECTORS OF
GERMANIA PLANTATION, INC.

Resolved, that this Corporation purchase from Mrs. Helene R. Hayward, for 5145 shares of the Class B Common stock of this Corporation, the following described property belonging to her separate and paraphernal estate, and that this Corporation assume, as part of the consideration for said purchase, the mortgage debt of \$26,000.00 secured by Germania Plantation, and of \$29,000.00 secured by Belle Helene Plantation and the Bayou Conway property, totaling \$55,000.00 due on said property, to-wit:

Further acquired by the said Mrs. Helene Reuss, wife of William Campbell Hayward on March 26, 1940, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

- (2) A CERTAIN PORTION OF LAND with the improvements thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section Seventy-seven (77), Township Ten (10) South, Range Two (2) East, Southeastern District of Louisiana, east of the Mississippi River, according to United States plat approved April 15, 1851, which said portion of land contains eighty-seven and 54/100 (87.54) acres, more or less, and comprises the whole of said Section Seventy-seven (77) less the portion which was conveyed by John C. Klos to Edwin F. Brady by an Act passed before Fred C. Marks, Notary Public in and for the City of New Orleans, Louisiana, dated June 7, 1927.

Being a part of the same property which John C. Klos purchased from the Belle Helene Co., Ltd., by an Act passed before Sidney A. Weber, Notary Public, on July 21, 1911, registered in Book of Conveyance No. 56, folio 49, of the records of said Parish of Ascension, and being the same property acquired by present vendor from the said John C. Klos by an Act before Felix J. Dreyfous, Notary Public of the Parish of Orleans, Louisiana, dated December 14, 1926, registered in Conveyance Book 66, folio 234, of the Conveyance Records of said Parish of Ascension, Louisiana.

- (3) A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and thereunto appertaining, as well as all the rights, ways, privileges and servitudes appertaining, situated in the Parish of Ascension, State of Louisiana, described as follows:

Tract No. Four (4) containing forty-three and eighteen hundredths (43.18) acres, more or less,
Tract No. Five (5) containing sixty-five (65) acres, and
Tract No. Twenty-eight (28) containing eleven and 12/100 (11.12) acres, more or less; being a part of the Belle Plantation. Bounded on the West or front by the Mississippi River, on the upper side by Lot No. 3 and on the lower side by Lots Nos. 6 and 27, as described in the subdivision of the Belle Helene Plantation by Daney and Wadill.

Being the same property acquired by Mrs. George B. Reuss from the Belle Helene Planting Co., Ltd., by act before J. Fd. Fernandez, Notary Public in and for the Parish of Ascension, Louisiana, dated January 31, 1912, and registered in Conveyance Book 56, folio 455 of the records of Ascension Parish, Louisiana.

Being the same property acquired as the separate and paraphernal property of Mrs. Helene Reuss, wife of William C. Hayward, from Mrs. George B. Reuss, widow of George B. Reuss (Mrs. Bertha E. Spor Reuss) on the 4th day of April, 1942, as per act recorded in Conveyance Book 79, folio 293, Ascension Parish, Louisiana.

Resolved, further, that Mrs. Helene H. Renken, Secretary-Treasurer of this Corporation, be and she is hereby authorized, empowered and directed, for and in the name of this Corporation, to execute such act of purchase and assumption, containing such provisions, as she shall deem necessary to effect such purchase.

* * * * *

We hereby certify that the above is a true extract of the minutes of a meeting of the Board of Directors of Germania Plantation, Inc., duly called, convened and held on December 31, 1964.

William C. Hayward, Jr.
President

Mrs. Helene R. Hayward
Vice-President

Mrs. Helene H. Renken
Secretary-Treasurer

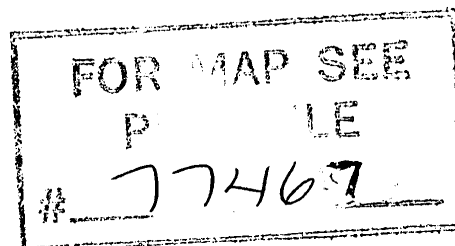
State of Louisiana--Parish of Assumption
I, do hereby certify that the above and foregoing

was received, filed and recorded in Book

of CONVET 182 No. 661 Folio

this 26 day of Dec, 19 64

Hermit Earl Bourque
Clerk and Recorder





Ascension
815 E Worthey St
Gonzales, LA 70737

Phone (225) 621-8400

Bridget Hanna
Clerk of Court
Parish of Ascension

Instrument Number: 1007056

Book/Index: COB
Document Type: LEASE
Recording Date: 10/13/20 11:45:13 AM
Page Count: 10

Grantor: BERNARD, MARIE
Grantee: CAPITAL MARINE SUPPLY LLC

COB: 1007056



Laneika White
Laneika White, Deputy Clerk

Memorandum of Lease

KNOW ALL MEN BY THESE PRESENTS that Marie Bernard, Susan H. Gayaut, Germania Plantation, Inc., William C. Hayward, III, Clarine H. Mauffray, Joan R. McKee, and Christine H. Rodriguez (each a "Lessor" and collectively, the "Lessors") entered into a Lease and Rights of First Refusal ("Lease") dated October 6, 2020, with Capital Marine Supply LLC, with mailing address of 4400 Harding Road, Nashville, Tennessee 37205. The Lease relates to the property as described below.

All of the batture owned by Lessors of the following described property:

the parcel of land situated on the right descending bank of the Mississippi River, in Ascension Parish, Louisiana and identified as parcel #267401 by the Ascension Parish Assessor.

The Lease is effective October 6, 2020, and will continue throughout a term of five years, with an option for four additional renewal terms of five years each. All of the foregoing are pursuant to the provisions of the Lease, all of which are incorporated in this memorandum the same as if the terms, provisions, and conditions were written herein in full.

Signature pages immediately follow.

COB: 1007056; Page: 1; Filed: 10/13/20 11:45:13 AM [ascension: LW]

101

THUS DONE AND PASSED on the 2nd day of September 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

Jaimie C. Guenard
Print Name: Jaimie C. Guenard
[Signature]
Print Name: [Signature]

OWNER/LESSOR:

Marie Bernard
MARIE BERNARD

Gabrielle Morel
Notary Public



THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

OWNER/LESSOR:

SUSAN H. GAYAUT

Notary Public

THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

Print Name: _____

MARIE BERNARD

Print Name: _____

Notary Public

THUS DONE AND PASSED on the 28th day of August, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

G.A. Gayaut
Print Name: G.A. GAYAUT

Susan H. Gayaut
SUSAN H. GAYAUT

Susana Reyna
Print Name: Susana Reyna

[Signature]
Notary Public



Print Name: _____

SUSAN H. GAYAUT

Print Name: _____

Notary Public

Page 2 of 2

THUS DONE AND PASSED on the 28 day of August, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

GERMANIA PLANTATION, INC.:

[Signature]
Print Name: Mde Robinson

BY: Christine H. Rodriguez

[Signature]
Print Name: Erica Marie Prindle

ITS: Secretary

[Signature]
Notary Public

Cindy L. Delatte, Notary Public
#53065 East Feliciana Parish
State of Louisiana
Commissioned for Life

THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

Print Name: _____

WILLIAM C. HAYWARD, III

Print Name: _____

Notary Public

Page 2 of 2

THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

THUS DONE AND PASSED on the _____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

GERMANIA PLANTATION, INC.:

Print Name: Charles A. Arnold

BY: Paul M. O'Leary

Print Name: _____

ITS: President & CEO

Notary Public

THUS DONE AND PASSED on the 25th day of August, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

Print Name: Janelle Poche

William C. Hayward, III
WILLIAM C. HAYWARD, III

Print Name: Tracie G. Polrrier

William C. Hayward, III
Notary Public

THUS DONE AND PASSED on the 25th day of Sept, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

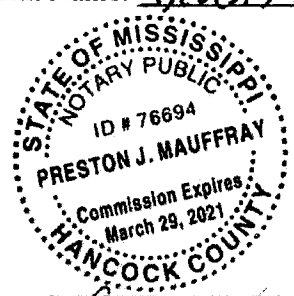
WITNESSES:

Dana C. Mauffray
Print Name: Dana C. Mauffray

Steven Mauffray
Print Name: Steven Mauffray

OWNER/LESSOR:

Clarine H. Mauffray
CLARINE H. MAUFFRAY



P. J. Mauffray
Notary Public

THUS DONE AND PASSED on the ___ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

OWNER/LESSOR:

JOAN R. MCKEE

Notary Public

COB: 1007056; Page: 6; Filed: 10/13/20 11:45:13 AM [ascension: LW]

THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

Print Name: _____

CLARINE H. MAUFFRAY

Print Name: _____

Notary Public

THUS DONE AND PASSED on the 16 day of September, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

R B Dufrene
Print Name: R B Dufrene

Joan R McKee
JOAN R. MCKEE

Daphne Smith
Print Name: Daphne Smith

[Signature]
Notary Public



Print Name: _____

Notary Public

Page 2 of 2

THUS DONE AND PASSED on the 28 day of August, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

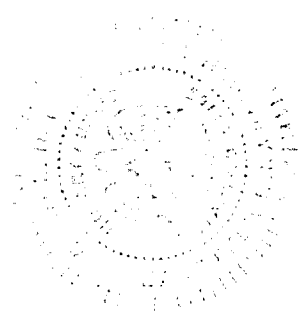
[Signature]
Print Name: Jade Behinkalix

Christine H. Rodriguez
CHRISTINE H. RODRIGUEZ

[Signature]
Print Name: Barbara Granger

[Signature]
Notary Public

Cindy L. Delatte, Notary Public
#53065 East Feliciana Parish
State of Louisiana
Commissioned for Life



THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole

WITNESSES:

LESSEE:

CAPITAL MARINE SUPPLY LLC

Print Name: _____

BY: _____

Print Name: _____

ITS: _____

Notary Public

Page 2 of 2

Exhibit A – Legal Description

All of the batture owned by Lessors of the parcel of land situated on the right descending bank of the Mississippi River, in Ascension Parish, Louisiana and identified as parcel #267401 by the Ascension Parish Assessor.

COB: 1007056; Page: 8; Filed: 10/13/20 11:45:13 AM [ascension: LW]

THUS DONE AND PASSED on the ____ day of _____, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole.

WITNESSES:

OWNER/LESSOR:

Print Name: _____

CHRISTINE H. RODRIGUEZ

Print Name: _____

Notary Public

THUS DONE AND PASSED on the 6th day of October, 2020, before me, Notary Public, and in the presence of the undersigned witnesses, after a reading of the whole

WITNESSES:

LESSEE:

CAPITAL MARINE SUPPLY LLC

BY: _____

ITS: _____

*Senior Vice President
Chief Legal Officer
& Secretary*

Print Name: PAUL MERCER

Print Name: Devin Schultz



Tracie Walker
Notary Public

**DRAINAGE
SERVITUDE GRANT**
Paul Rodriguez
115-5889

STATE OF LOUISIANA
PARISH OF ASCENSION

INSTRUMENT # 00980696
FILED AND RECORDED
ASCENSION CLERK OF COURT
2019 OCT 17 02:12:00 PM
COB ☒ MOD ☐ OTHER ☐
D Phillips
DEPUTY CLERK & RECORDER

KNOW ALL MEN BY THESE PRESENT:

CERTIFIED TRUE COPY BY

That Germania Plantation, Inc. does by these presents' grants unto the Parish of Ascension through its Council, the necessary servitude for the construction, maintenance and improvements of drainage facilities through and across my property in:

A 15' TB servitude with existing ditch within along the northeast boundary of a 610.51 acre tract of land in Sections 22, 23, & 24, T10S, R14E of Ascension Parish, Southeastern Land District, West of the Mississippi River in Louisiana.

Also a 15' TB servitude on a southwest boundary of a 21.31 acre tract of land being Tract 3 in Section 24, T10S, R14E of Ascension Parish, Southeastern Land District, West of the Mississippi River in Louisiana.

This servitude is in perpetuity and runs with the land.

GRANTEE AGREES that the servitude herein shall be restored to its nearest original condition as practical.

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

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

In witness whereof this instrument is executed on this

17th day of September, 2019

WITNESSES

Phil Savoy

V.C. Hayward III
GRANTOR

GRANTOR

ACCEPTED BY ASCENSION PARISH COUNCIL

PROOF OF WITNESS

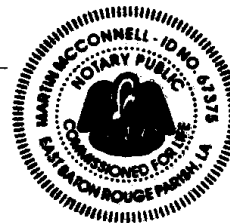
STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned authority, this day personally appeared:

Phil Savoy before me personally known to be the identical person whose name is subscribed on the foregoing instrument as an attesting witness, who being first duly sworn on his oath says: That he subscribes his name to the foregoing instrument as a witness, and that he knows Germania Plantation, Inc., the Grantor(s) in said instrument, to be the identical person whose voluntary act and deed, and that the said Phil Savoy subscribed his name to the same at the same time as an attesting witness.

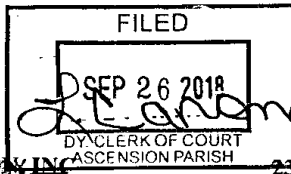
SWORN TO AND SUBSCRIBED before me, this 30th day of OCTOBER, 2019

[Signature]
NOTARY PUBLIC
IN AND FOR THE PARISH OF ASCENSION



COB: 980696; Page: 1; Filed: 10/17/19 [ascension:]

END OF DOCUMENT



GERMANIA PLANTATION, INC.

23RD JUDICIAL DISTRICT COURT

VERSUS NO. 112,652 "D"

PARISH OF ASCENSION

WILLIAM C. HAYWARD, III

STATE OF LOUISIANA

FILED: _____

CERTIFIED TRUE COPY BY

DEPUTY CLERK OF COURT

DEPUTY CLERK
SLIPPRT601**FINAL JUDGMENT**

The trial in this matter was held on June 26, 2018.

PRESENT: Kenneth Blanchard, Jr., Attorney for Germania Plantation, Inc.
Kim S. Landry, Attorney for/and William Hayward, III

At the conclusion of trial, the plaintiff was granted thirty days to file a Post-Trial Memorandum. The defendant was granted thirty days thereafter to provide his Post-Trial Memorandum, and the plaintiff was granted fifteen days thereafter to respond to the defendant's memorandum, after which time the matter was taken under advisement by the Court. After considering the pleadings, the testimony and evidence presented, the arguments of counsel, the memoranda submitted the law, and for the written reasons assigned;

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment in favor of the plaintiff, Germania Plantation, Inc., recognizing its right to the possession of the 25.5' servitude of passage established in the 1964 Act of Cash Sale between Helene Reuss Hayward and Germania Plantation, Inc., and designated as "Gravel Road" on the map prepared by T.J. Weishaupt in March 1962.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a permanent injunction issue herein, directed to William C. Hayward, III, enjoining and prohibiting him, his agents, employees, and all persons, firms or corporations acting or claiming to act on his behalf, or in concert with him, from interfering with Germania Plantation, Inc.'s 25.5' servitude of passage established in the 1964 Act of Cash Sale between Helene Reuss Hayward and Germania Plantation, Inc., and designated as "Gravel Road" on the map prepared by T.J. Weishaupt in March 1962.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the February 16, 2006 map prepared by Woody Triche and recorded in the Office of the Clerk and Recorder of

COB: 956735; Page: 1; Filed: 9/26/18 [ascension:]

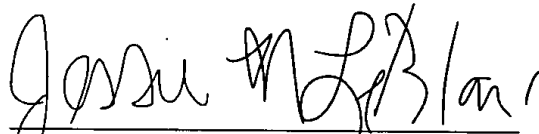
Ascension Parish as Instrument #636754 is declared null and void, in that it fails to recognize the servitude of passage granted to Germania Plantation, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William C. Hayward, III is ordered to reform the April 14, 2014 Act of Cash Sale between Joan R. McKee and William C. Hayward, III, recorded in the Office of the Clerk and Recorder of Ascension Parish as Instrument #848191, to remove any mention of the 2006 map recorded as Instrument #636754.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no monetary damages are awarded to Germania Plantation, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William C. Hayward, III bring a petitory action to assert any claim of ownership that he has to the above described servitude of passage within sixty days after this judgment becomes executory, or be precluded thereafter from asserting a claim of ownership thereof.

READ, RENDERED, and SIGNED this 20th day of September, 2018.


JESSIE M. LEBLANC, JUDGE
23RD JUDICIAL DISTRICT COURT
DIVISION "D"

COB: 956735; Page: 2; Filed: 9/26/18 [ascension:]

PLEASE NOTIFY:

ALL COUNSEL OF RECORD

FILED AND RECORDED
HERMIT HART BOUQUET
ASCENSION CLERK OF COURT

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

96 MAY 22 AM 9:52

371382

COB 559

BY _____

MOB 9276

DY. CLERK

AGRICULTURAL LEASE

STATE OF LOUISIANA

PARISH OF ASCENSION

This agricultural lease is made and entered into this 14 day
of May, 1996, by and between:

GERMANIA PLANTATION, INC., a Louisiana corporation
domiciled in the Parish of Ascension, State of
Louisiana, herein represented by Douglas S. Hayward,
Sr., its duly authorized President, whose mailing address
is declared to be 9073 Hwy. 405, Donaldsonville, La.,
70346, hereinafter referred to as "LESSOR";

and

ELISE PLANTING CO., INC., a Louisiana corporation domiciled
in the Parish of Ascension, State of Louisiana, herein
represented by Allen T. Noel, duly authorized, whose mailing
address is declared to be PO Box 466, Donaldsonville, La.,
70346, hereinafter referred to as "LESSEE";

WITNESSETH:

1.

For the term and consideration and under the conditions and
stipulations hereinafter provided, Lessor does hereby lease to Lessee the
following described property, to-wit:

A certain tract of land forming part of the Germania
Plantation of the right bank of the Mississippi River
approximately 9 3/4 miles above the Town of Donaldsonville in
the Southeastern Land District of Louisiana, West of the
Mississippi River and being all of the cultivable acres on
Germania Plantation, estimated to comprise 40 acres, more or less,

2.

D.S.H.
ATN.
The primary term of this lease shall be for a period beginning on the
15 day of May, 1996, and ending on the thirty-first day of
December, 2000. Following the expiration of the primary term, this lease
shall automatically be extended from year to year unless notified in
writing by either party not later than October 1st of the lease year then
in effect. In the event of such notification this lease shall terminate on
the thirty-first day of December after giving of such notice. However, if
at December 31st of said year the Lessee has not completed harvesting the
sugarcane crop for that year, then Lessee shall be allowed to retain
possession of any unharvested acreage until the sugarcane on said acreage
has been harvested. For the purpose stated Lessee shall have the right of
ingress and egress where needed and agrees to complete the harvesting as
expeditiously as possible.

3.

This lease is granted by Lessor and accepted by Lessee solely for the
production of sugarcane in accordance with customary industry standards and
each year during the term of this lease Lessee shall be obligated to grow,
cultivate, and harvest on the leased premises the maximum number of acres

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of sugarcane as is economically feasible in accordance with customary agricultural practices. However, should it become economically unfeasible to continue planting and harvesting sugarcane on the leased premises, then in that event Lessee's obligation to grow and produce sugarcane on the leased premises shall cease and terminate. No crop other than sugarcane may be produced on the leased property without written authorization of Lessor. Rent to be paid on any crop other than sugar cane shall be agreed upon if and when such authorization is given.

4.

The consideration to be paid by Lessee to Lessor for the first (1st) year of this lease shall be one-sixth (1/6th) of the gross proceeds received from sale of sugarcane grown and harvested on the leased premises and one-fifth (1/5th) of the gross proceeds for every year thereafter. The term "Gross Proceeds" is hereby defined to include any and all returns or proceeds of any character from any source whatever and includes the purchase price paid by the sugar mill, the molasses bonus, and any other payments due under any law or regulation relating to the production of sugarcane including but not limited to crop damage and disaster payments made by governmental authorities, and the value of any seed cane which may be sold to third parties or used off the leased premises. Lessee may not sell seed cane to third parties or utilize same off the leased premises without the prior written approval of Lessor. It shall be the duty of Lessee to inform the sugar mill that buys his crop of sugarcane to withhold one-sixth (1/6th) rent the first year of this lease and one-fifth (1/5th) rent every year thereafter and to apply same to Lessee rental obligation. Lessee also agrees to pay Lessor and to transfer as rent one-sixth (1/6th) the first year of this lease and one-fifth (1/5th) every year thereafter of all benefit payments, subsidies, and payments due and receivable from the U.S. Government or any other agents for raising, growing and cultivating sugarcane on the leased premises. Rental payment shall be by checks payable to the order of "Germania Plantation, Inc." and mailed to same at the address indicated in paragraph 22.

5.

Lessor reserves a right to ship sugarcane harvested on the leased premises to any sugar mill that Lessor chooses. Lessor reserves the right to apply for membership in any cooperative sugar mill that Lessor chooses. Lessor agrees to pay Lessee an amount equivalent to one-half (1/2) of any patronage distribution or manufacturing dividend paid in cash to Lessor by the sugar mill for sugarcane harvested on the leased premises and shipped to any such cooperative sugar mill chosen by Lessor. Lessee agrees to pay Lessor an amount equivalent to one-half of any patronage distribution or manufacturing dividend paid in cash to Lessee for sugarcane harvested on the leased premises and sold to any cooperative sugar mill chosen by Lessor.

6.

Lessor reserves any and all hunting, fishing and trapping right on the leased premises and further retains the right of ingress and egress from the leased premises and the right to go upon and use any and all such portion as Lessor sees fit but to be exercised in such a manner as not to interfere with Lessee's use of the premises as contemplated herein. Lessee has the authority and will diligently try to prevent trespassing.

7.

Any improvements which may be constructed on the leased property by Lessee shall remain on said property and the title thereto shall vest in

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Lessor on the termination of this lease at no cost to Lessor. It is agreed, however, this provision shall not apply to gas, water, fertilizer or other similar storage tanks, field derricks or hoisting units or any movable property which may be placed on the leased property by Lessee, all of which may be removed by Lessee during or on the termination of this lease.

8.

Lessee shall operate the leased property in an efficient and husbandlike manner and in accordance with good farming practices, with due regard for drainage, sugarcane crop rotation, crop fertilizing and weed, grass and insect control. All expenses to be incurred in planting, cultivating and harvesting crops and in otherwise conducting agricultural operations on the leased property shall be paid by Lessee.

9.

Lessee shall adequately maintain at Lessee's expense all plantation roads, headlands, loading sight, bridges, culverts, split ditches, cross ditches, ditch banks and drainage canals situated on leased property. Lessor will furnish culverts to be installed by Lessee when and where they are needed. Lessee shall mow and keep free of weeds all portions of the leased premises not devoted to the production of agricultural crops as well as mow and keep free of weeds all portions of the leased premises used by Lessee in the production of sugarcane.

10.

Lessee shall comply with any and all rules, regulations, and determinations of any government agency relating to the production of sugarcane and other agricultural crops and relating to the use and disposal of pesticides and other environmental contaminants on leased property.

11.

Upon the expiration or termination of this lease, Lessee shall be obligated to leave growing on the leased premises the proper rotation of sugarcane which figures to be approximately one hundred (100) acres of plant cane, approximately one hundred (100) acres of first (1st) year stubble and approximately one hundred (100) acres of second (2nd) year stubble. Lessee agrees to maintain the quality of sugarcane growing on the leased premises by using Kleentek seed cane or the progeny thereof. Lessee agrees that upon the expiration or termination of this lease all plant and stubble sugarcane (including the roots thereof) will belong to Lessor and that Lessee shall not be entitled to be paid for any of the sugarcane mentioned above.

12.

At least once each year during the term of this lease Lessee shall be obligated to furnish Lessor with a map of the field which shows the location and identifies each variety of sugarcane planted on the leased premises; also, the acres of plant cane, the acres of first (1st) year stubble, and the acres of second (2nd) year stubble currently being cultivated on the leased premises.

13.

At the end of each harvest season during the term of this lease Lessee shall be obligated to furnish Lessor in writing information regarding the

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acres of sugarcane used for seed, the acres of sugarcane planted, and the acres of sugarcane harvested on the leased premises..

14.

Lessee shall have the right of ingress and egress to and across the frontage property by means of an existing road more commonly referred to as the sugar house road that leads from Highway 405 to the leased premises. Lessee shall use said road for the purpose of transporting to the sugar mill the crops of sugarcane harvested on the leased premises and/or for any other purpose that Lessee deems necessary. Lessee shall adequately maintain said road when being used by Lessee for the purposes stated above. Lessee shall be held responsible to pay for any damages that may occur as a result of Lessee using said road for the purposes stated above. However, Lessee shall not be responsible for any material needed on the surface of the road due to normal wear and tear.

15.

This lease is executed subject to any existing or future oil, gas or mineral lease or leases. In connection with the mineral development of said property, Lessor shall have the right and privileges to go thereon in person or through its mineral lessee for the purpose of exploring for, drilling, producing, storing and transporting any mineral taken from said leased property, together with all rights of ingress and egress and with the right to construct and maintain all necessary roads and passageways, including pipelines or other means of transportation. In the event any agricultural crop or other property belonging to Lessee is damaged by reason of any such mineral operations, Lessor shall not be responsible therefor. However, Lessee shall have the right to claim against any mineral lessee any damages suffered by Lessee resulting from mineral operations on said leased property, provided that Lessor shall have the right to receive one-sixth (1/6) of any amount paid as crop damages.

16.

This lease is granted subject to all rights of way or servitudes of every character, including natural, legal and conventional, affecting the property herein leased. Lessor also reserves the right during the term of this lease to grant rights of way or servitudes affecting the leased property. Lessor shall not be responsible to Lessee for damages caused to Lessee's growing crops or other property resulting from the exercise of any such servitude. However, nothing contained herein shall deprive Lessee of any and all legal right he may have against the party exercising any such servitude to claim and recover actual damages that may be caused thereby to Lessee's growing crops or other property, provided that Lessor shall be entitled to receive one-sixth (1/6) of any amount paid as crop damages.

17.

In the event of any violation by Lessee of any provision or condition of this lease, including the failure to pay the rental when due, in addition to their right to any damages occasioned by such violation and the payment of rent due and owing by Lessee, Lessor shall have the right and option to cancel this lease upon giving Lessee fifteen (15) days written notice, during which applicable period of time Lessee may correct the said violation and compensate Lessor for damages caused thereby, if any, which will maintain the lease in force and effect. No action taken by Lessee as the result of such notice shall be construed as an admission by Lessee that a violation has occurred.

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18.

(a) Lessee shall defend, indemnify and hold Lessor harmless against any damage, claim, expense, loss, cost, action or liability paid, suffered or incurred as a result of Lessee's use of, operations on or occupancy of the leased property, or the carelessness, negligence or improper conduct of Lessee, his agents, servants, employees, customers, visitors, or licensees.

(b) Lessee shall obtain from an insurance company licensed to do business in the State of Louisiana a policy or policies of liability insurance insuring against bodily injury, property damage and medical expenses with policy limits satisfactory to Lessor and naming Lessor as an additional insured, which said policy or policies, or similar policies, shall remain in effect through the existence of this lease. Lessee shall furnish to Lessor a certificate evidencing such insurance and agreeing to give Lessor at least ten (10) days notice of any cancellation thereof prior to Lessee's possession and use of the leased premises.

19.

All Ad Valorem taxes assessed against property owned by Lessor shall be paid by Lessor. All Ad Valorem taxes assessed against property owned by Lessee shall be paid by Lessee.

20.

Lessor shall have the right of ingress and egress to and across the leased property for the purpose of inspection. Lessor shall also have the right to use all plantation roads on the leased property in order to remove therefrom any property belonging to Lessor and to transport any logs or timber belonging to Lessor. Lessor shall be responsible for repairing any damages to roads, ditches and other improvements caused by Lessor or any third party acting for or on behalf of Lessor.

21.

Lessee shall not assign this lease nor sublease the leased property without the prior written approval of Lessor.

22.

Unless notified of any change any notice required to be given under this lease by Lessor to Lessee shall be given in writing by registered or certified mail, addressed to:

Elise Planting Co., Inc.
PO Box 466
Donaldsonville, Louisiana 70346

and any notice required to be given under the Agricultural Lease by Lessee to Lessor shall be given in writing by registered or certified mail addressed to:

Germania Plantation, Inc.
9073 Hwy. 405
Donaldsonville, Louisiana 70346

All of the agreements herein contained shall be binding on the parties and their respective permitted successors and assigns.


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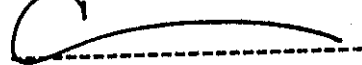
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IN WITNESS WHEREOF, this Agricultural Lease is executed by the parties hereto on the date first above written in the presence of the undersigned competent witnesses, in multiple originals.

WITNESSES:

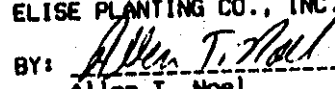




GERMANIA PLANTATION, INC.

BY: 
Douglas S. Hayward, Sr., LESSOR

ELISE PLANTING CO., INC.

BY: 
Allen T. Noel, LESSEE

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RECORDED FROM THE ORIGINAL ON FILE THIS 22nd DAY OF MAY 1996


KERMIT HART BOURQUE CLERK OF ASCENSION

FILED AND RECORDED
HERMIT HART BOURQUE
NOTARY PUBLIC OF LOUISIANA

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

Orig. _____ Bdle. _____ 96 DEC - 2nd 35 day of December 1996
On this 2nd day of December, 1996

COLLATERAL MORTGAGE

STATE OF LOUISIANA

GERMANIA PLANTATION, INC., a domestic corporation herein represented by Douglas S. Hayward, Sr., President, duly authorized by resolution of the Board of Directors of the corporation, a certified copy of which is annexed hereto; Federal ID#72-0629736;

who declared and acknowledged that MORTGAGOR is justly and truly indebted unto any future holder or holders, of the note described below, appearing through and represented by Cynthia S. Hales, who appears solely for the purpose of accepting the described note for the use and benefit of any future holder or holders thereof, herein called MORTGAGEE, domiciled in Donaldsonville, the Parish and State aforesaid whose permanent mailing address is declared to be P.O. Box 312, in the full sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) Dollars.

To represent this debt, MORTGAGOR has executed his promissory note dated this day to the order of and by the Maker endorsed, payable on demand at LOUISIANA NATIONAL SECURITY BANK in the Parish of Donaldsonville, for the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) Dollars, with interest at the rate of eighteen (18%) percent per annum from date until paid.

The above described note is given and this mortgage is granted for the purpose of being used as collateral security by MORTGAGOR for any indebtedness due the holder of the note, direct or contingent. The note may be issued and pledged by MORTGAGOR as his interest and convenience may require to secure loans and advances made or to be made or to secure the debt of the maker or of another. Upon the payment of said indebtedness, the note may be returned to MORTGAGOR without extinguishment of the mortgage herein granted to secure the payment thereof, and may be again at any time and as many times thereafter as the interest and convenience of MORTGAGOR may require, be reissued or repledged by MORTGAGOR as a valid and existing indebtedness in favor of the holder or holders thereof as collateral security for a debt contracted by MORTGAGOR and this mortgage shall be and remain in full force and effect to secure the note described until that note has been cancelled on its face.

The said note after having been duly paraphrased "Ne Varietur" by me, Notary, for identification herewith, was delivered to MORTGAGEE, who acknowledges its receipt and accepts this mortgage.

MORTGAGOR further declared that MORTGAGOR does by these presents bind and obligate MORTGAGOR to pay and reimburse all attorney's fees, together with all such costs, charges and expenses as the holder of this note shall or may incur or pay in the event of the nonpayment of this note at its maturity, or in case it should become necessary to place this note in the hands of an attorney-at-law for collection, suit or otherwise, said attorney's fees to be fixed at twenty-five (25%) percent on the amount due or in suit.

In order to secure the full and final payment of said indebtedness in principal and interest, together with all costs, including attorney's fees, MORTGAGOR does hereby specially mortgage unto MORTGAGEE and such person or persons who may eventually be the holder or holders of said promissory note, the following property:

SEE ATTACHMENT

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The property shall remain mortgaged until the cancellation of the note in principal and eventual interest. It shall not be sold, alienated, or encumbered to the prejudice of the MORTGAGEE. If the note, or any part of it, is not punctually paid at maturity and according to its tenor, the property mortgaged may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisal, to the highest bidder, for cash. MORTGAGOR hereby expressly confesses judgment in favor of any holder of said indebtedness for its full amount, with interest, costs and attorney's fees, and all other amounts secured hereby. Mortgagor further expressly waives citation and all notices and delays, including the three-day notice provided by Article 2639 of the Code of Civil Procedure.

MORTGAGOR shall pay all taxes assessed and all liens asserted by governmental authorities against the property mortgaged before they become delinquent and shall keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other hazards, as are covered by the Louisiana Standard Insurance Extended Coverage Form, in solvent insurance companies, in an amount equal to the unpaid balance of the note, unless otherwise noted hereon, until the note is fully satisfied. MORTGAGOR will deliver the policies and renewals of such insurance to MORTGAGEE or any future holder of the note. If MORTGAGOR fails to do so, any holder of the note is authorized (but not obligated) to pay the taxes or liens and to have such insurance issued at the cost of MORTGAGOR. Said holder shall become subrogated to the rights and privileges of the governmental authorities to which taxes or liens were due and paid. All sums expended in paying taxes, liens, fees or insurance shall bear interest at the rate of twelve (12%) percent per annum from date of disbursement and be secured by this mortgage to the amount of fifteen (15%) percent of the original amount of the indebtedness secured hereby.

If MORTGAGOR shall become insolvent or apply to a bankruptcy court to be adjudged a voluntary bankrupt or proceedings be instituted to have the MORTGAGOR adjudged an involuntary bankrupt or proceedings be taken against the MORTGAGOR looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property mortgaged by judicial process, or in case MORTGAGOR should fail to pay said indebtedness, or any sum secured by the mortgage, or to effect and keep in force said insurance, or to transfer and deliver said policies, then, in any of said events, all said indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

Both MORTGAGOR and MORTGAGOR's spouse declared that they do expressly waive and renounce in favor of the holder of the note any and all homestead exemptions or claim thereto, under the Constitution and laws of the State of Louisiana, with respect to the property hereby mortgaged.

Wherever the word "MORTGAGOR" or the word "MORTGAGEE" occurs in this instrument or in said note, or is referred to, the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be, and "MORTGAGEE" shall include any and all future holder or holders of the said note secured hereby.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereunto. All parties signing this instrument have declared themselves to be of full legal capacity.

Whether or not MORTGAGEE accelerates the maturity of all indebtedness secured by the Note or this Mortgage or institutes foreclosure proceedings, the MORTGAGEE may have a Keeper of the property appointed pursuant to R.S. 9:5136, as amended from time to time, and MORTGAGEE may appoint itself or its agent as Keeper. The Keeper shall have all the powers, duties and compensation provided in such laws and shall not be required to provide any bond otherwise than as required by law in such proceedings.

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

WITNESSES:

GERMANIA PLANTATION, INC.

Douglas S. Hayward, Sr.
Douglas S. Hayward, Sr., President

ANY FUTURE HOLDER OR HOLDERS

BY: Cynthia S. Hales
Cynthia S. Hales

Charles S. Long

Notary Public

FILED FOR RECORD _____, 19____, at _____ o'clock _____ M. Original _____

Bundle _____

Dy. Clerk and Recorder,

Parish

DULY RECORDED in Mortgage Book No _____, Folio _____, of the records of the Parish of _____

on the _____ day of _____, 19____, at _____ o'clock _____ M.

Dy. Clerk and Recorder

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ATTACHMENT

(1) A CERTAIN TRACT OF LAND, forming part of the Germania Plantation, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, as shown on a survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River. According to said survey, said tract of land commences at a point designated by the letters "FF" on said survey and treasures thence South 59 degrees 29' East 794 along the River Highway to a point designated by the letters "BB" on said survey, thence South 50 degrees 36' East 769 feet along the said highway to a point designated by the letters "CC" on said survey, thence South 39 degrees West 1497 Feet to a point designated by the letters "DD" on said survey, thence South 49 degrees 39' East 302 feet to a point designated by the letter "T" on said survey, thence South 40 degrees West 11,772.5 feet to a point designated by the letter "U" on said survey, thence North 63 degrees West 337.5 feet to a point designated by the letter "F" on said survey, thence South 47 degrees West 570.9 feet to a point designated by the letter "W" on said survey, then along the Bijou Drainage Ditch North 17 degrees 55' East 6138 feet to a point designated by the letter "X" on said survey, thence North 81 degrees East 622.4 feet to a point designated by the letter "I" on said survey, thence along the line of the Chatheu Plantation North 23 degrees 23 feet East 5135 foot to a point designated by the letter "Z" on said survey, thence South 70 degrees 33' East 1620 feet, thence South 66 degrees 23' East 300 feet, thence South 60 degrees 10' East 300 feet to a point desingated by the letters "EE", thence North 37 degrees 50' East 2143 feet to the point of beginning designated by the letters "FF".

LESS AND EXCEPT

A CERTAIN TRACT OF LAND, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at the point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940 referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T.J. Weishaupt, Civil Engineer, dated Mary, 1962, measures thence South 50 degrees 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39 degrees West 1499.7 feet to a point, thence South 51 degrees 13" East 302.6 feet to a point, thence South 40 degrees 19' West 891.6 feet to a point, thence North 55 degrees 41' west 961.9 feet to a point, thence North 55 degrees 23' West 25.5 feet to a point thence North 59 degrees 44' West 145.1 feet to a point thence North 34 degrees 21' East 433.3 feet to a point, thence North 54 degrees 20" West 420.6 feet to a point, thence North 59 degrees 26' West 152.0 feet to a point marked by an axle, thence North 36 degrees 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 82.73 acres, together with the batture in front of said property.

Vendor establishes and grants unto Germania Plantation, Inc., for the sale, use and benefit of the property herein conveyed, a servitude of way and passage over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaupt, dated March, 1962.

2. A CERTAIN PORTION OF LAND with the improvements thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section Seventy-Seven (77), Township Ten (10) South, Range Two (2) East, Southeastern Land District of Louisiana, east of the Mississippi River, acquiring to United States plant approved April 15, 1851, which said portion of land contains eighty seven and 54/100 (87.54) acres more or less, and comprises the whole of said Section Seventy-seven (77) less the portion which was conveyed by John C. Klos to Edwin P. Brady by an Act

passed before Fred C. Marks, Notary Public in and for the City of New Orleans, Louisiana, dated June 7, 1927.

Being a part of the same property which John C. Klos purchased from the Belle Helene Co., Ltd. by an Act passed before Sidney A. Weber, Notary Public, on July 21, 1911, registered in Book of Conveyance No. 56, folio 49, of the records of said Parish of Ascension, and being the same property acquired by present vendor from the said John C. Klos by an Act before Felix J. Dreyfous, Notary Public of the Parish of Orleans, Louisiana, dated December 14, 1926, registered in Conveyance Book 66, folio 234, of the Conveyance Records of said Parish of Ascension, Louisiana;

3. A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and thereunto appertaining, as well as all the rights, ways, privileges and servitudes appertaining, situated in the Parish of Ascension, State of Louisiana, described as follows:

Tract No. Four (4) containing forty-three and eighteen hundredths (43.18) acres, more or less,

Tract No. Five (5) containing sixty-five (65) acres, and

Tract No. Twenty-Eighty (28) contain eleven and 12/100 (11.12) acres, more or less, being a part of the Belle Plantation. Bounded on the West or front by the Mississippi River, on the upper side by Lot No. 3 and on the lower side by Lots Nos. 6 and 27, as described in the subdivision of the Belle Helene Plantation by Danney & Wadill.

Being the same property acquired by Mrs. George B. Reuss from the Belle Helene Planting Co., Ltd., by act before J. FD. Fernandez, Notary Public in and for the Parish of Ascension, Louisiana, dated January 31, 1912, and registered in Conveyance Book 56, folio 455 of the records of Ascension Parish, Louisiana.

Being the same property acquired as the separate and paraphernal property of Mrs. Kelene Reuss, wife of William C. Hayward, from Mrs. George B. Reuss, widow of George B. Reuss (Mrs. Bertha E. Spor Reuss) on the 4th day of April, 1942, as per act recorded in Conveyance Book 79, folio 293, Ascension Parish, Louisiana.

LESS & EXCEPT THOSE PORTIONS OF THE PROPERTY DESCRIBED ABOVE CONVEYED BY GERMANIA PLANTATION, INC. TO SHELL.

4. A certain parcel of ground, being a portion of the Belle Helene property of Germania Plantation, Inc., situated in Section 15, Township 10 South, Range 2 East, Parish of Ascension, and being all of that property of Germania Plantation, Inc. bounded on its westerly side by the low water line of the Mississippi River; on its northerly or upstream side by the property of Shell Chemical Corporation; on its southerly or downstream side by the property of Vulcan Materials, Inc., and on its easterly side by Louisiana Highway 75.

5. The upper divided and separate half of a certain tract of land situated, lying and being in the Parish of Assumption, on the right descending bank of Bayou Lafourche, at or above five miles below the Mississippi River, measuring two arpents front, more or less, to said Bayou Lafourche, by a depth of forty arpents and nine superficial arpents of the double concession thereof attached, more or less, between converging lines, said land being bounded now or formerly, of Nic Blanche, together with all buildings and improvements, rights, way, and privileges thereon and thereto belonging and appertaining and all batture, accretion and dereliction.

6. A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to Germania Plantation, Mulberry Grove Plantation of Mrs. Hattie Clifton and the River Road, and then measuring upriver along the River Road exactly one-

fourth (1/4) the width of said front portion of (20) acres, more or less. This portion will be bounded in front by the River Road, downriver by the Mulberry Grove Plantation and Mrs. Hattie Clifton, and in the rear by the portion of the Germania Plantation owned by Germania Plantation, Inc., and upriver by a portion to be bequeathed to my daughter, Mrs. Helene Hayward Renken. Together with the brick home and other improvements situated thereon.

LESS AND EXCEPT:

That certain tract of land lying and being situated in the Parish of Ascension, State of Louisiana, fronting on the public road, forming part of Germania Plantation, and containing two acres, more or less, facing on the Public Road or River Road and having a front thereon of 224.21 feet. Bounded in front by the Public Road, and in the rear and both sides by Germania Plantation, and commencing at a point 185.40 feet from an iron post or pipe marking the boundary between Germania Plantation and the property of the Estate of John & Ella Brooks. From said point of beginning extending along the public road a distance of 224.21 feet to an iron stake placed as a boundard, thence extending from the iron stake perpendicular to the said road and extending back therefrom a distance of 373.58 feet, to an iron stake placed as a boundary thence on a line parrallel to the line of the River Road, a distance of 244.43 feet to an iron stake placed as a boundary, thence from said iron stake toward the river road, and perpendicular to the line on the River Road, a distance of 373.06 feet to the point of beginning. Together with the buildings and improvements thereon and thereunto appertaining. All as per map and plan of survey made by E.P. Hargrove, Registered Land Surveyor, dated January 4, 1956.

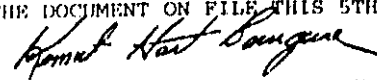
NO TITLE EXAMINATION REQUESTED, DONE NOR PAID FOR BY ME,
NOTARY.

"NE VARIETUR"

For Identification with an Act of Mortgage
by Germania Plantation, Inc., in favor of Louisiana
National Security Bank executed before me this 2nd day of
December, 1996.


Notary Public

RECORDED FROM THE DOCUMENT ON FILE THIS 5TH DAY OF DECEMBER 1996


KERMIT HART BOURQUE CLERK OF ASCENSION

Orig. Bdle.
620

**MORTGAGE
STATE OF LOUISIANA**

Form 32-A
On this 7th day of June, 1993

before me, a Notary Public for the Parish of Ascension
and in the presence of the subscribing witnesses, personally appeared:

GERMANIA PLANTATION, INC., a domestic corporation herein represented by William C. Hayward, Jr., Vice-President, duly authorized by resolution of the Board of Directors of the corporation, a certified copy of which is annexed hereto; Federal ID #72-0629736;

herein called MORTGAGOR, resident Ascension Parish of and domiciled in Louisiana, State of Louisiana
whose permanent mailing address is declared to be 9073 Hwy. 405, Donaldsonville, Louisiana 70346
who declared that MORTGAGOR is justly and truly indebted unto:

DOUGLAS S. HAYWARD, SR., presently single; Social Security # 6720;

herein called MORTGAGEE, resident Ascension Parish of and domiciled in Louisiana, State of Louisiana
whose permanent mailing address is declared to be 9073 Hwy. 405, Donaldsonville, Louisiana 70346
in the sum of TWO HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED NINETY AND 68/100 DOLLARS.
To represent this debt, mortgagor has subscribed one promissory note, dated this day to the order of

Douglas S. Hayward, Sr. on demand and stipulating interest at the rate of eight (8%) percent per annum from date until paid.

This mortgage reinscribed. See M.B. 657829

File No. 1-8-07 Folio Ph
DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA.

which note was paraphed "Ne varietur" by me, Notary, for identification herewith, and MORTGAGEE acknowledges its receipt and accepts this mortgage.

In order to secure the full payment of this indebtedness in principal and interest, together with all costs, including attorney's fees of 25% per cent of the amount due or in suit, if it should be placed in the hands of an attorney for collection, by suit or otherwise, Mortgagor specially mortgages unto Mortgagee and such person or persons who may eventually be the holder or holders of the note, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF, AND PARAPHED "NE VARIETUR" BY THE
UNDERSIGNED NOTARY PUBLIC FOR IDENTIFICATION HEREWITH.

This mortgage assigned to Historic Germania
Plantation LLC by act of assignment
recorded in MB 683483
Folio 11/6/07

DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA.

FILED AND RECORDED
NOTARY PUBLIC
ASCENSION PARISH, LA.
JUN 18 1993
CO. JEN - 8 PM 1:44

CERTIFIED TRUE COPY
318516
DY. CLERK

This mtg subordinated
in favor of mortgage recorded in MOB 690
File No. 323605 Folio 344
See M.B. 621
Folio 1215 1196

DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA.

This mtg subordinated
in favor of mortgage recorded in MOB 628
File No. 354485 Folio 441
See M.B. 621
Folio 6/28 1195

DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA.

The property shall remain mortgaged until the full payment of the note. It shall not be sold, alienated, or encumbered to the MORTGAGOR'S prejudice. If the debt, or any part of it, is not punctually paid at its maturity, and according to its tenor, it shall be lawful for the property mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisal, to the highest bidder, payable cash; MORTGAGOR hereby expressly confesses judgment in favor of any holder of the note, for its full amount with interest, and costs, including attorney's fees and all other amounts secured hereby. Mortgagor further expressly waives citation and all notices and delays, including the three-day notice provided by Article 2639 of the Code of Civil Procedure.

MORTGAGOR shall pay all taxes assessed and all liens which may be asserted by any governmental authorities against the property before they become delinquent, and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage Form in an amount equal to the unpaid balance on the note, unless otherwise noted herein, in solvent insurance companies, and shall deliver the policies and renewals of such insurance to the holder of the note. If MORTGAGOR fails to do so, the holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at MORTGAGOR'S expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums expended in paying taxes, liens, fees, or insurance shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of 10% per cent of the original amount of the note.

If MORTGAGOR shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have MORTGAGOR adjudged an involuntary bankrupt, or proceedings be taken against MORTGAGOR looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case MORTGAGOR should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or the taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, in any such event, all the indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

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

Both the MORTGAGOR and MORTGAGOR'S spouse declared that they do expressly waive and renounce in favor of the holder of the note any homestead exemption or claim thereto, under the Constitution and laws of this State with respect to the property being mortgaged. The word "NOTE" as used above includes the several notes, if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

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

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

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

WITNESSES:

Linda Pierce

Gilda M. Causey

CHOWINIA PLANTATION, INC.

BY: William C. Hayward, Jr.
William C. Hayward, Jr., Vice President

Douglas S. Hayward, Sr.
Douglas S. Hayward, Sr.

Henrice C. St. Amant

Notary Public

FILED FOR RECORD _____, 19____, at _____ o'clock _____ M. Original _____

Bundle _____

Dy. Clerk and Recorder,

DULY RECORDED in Book No. _____, Folio _____, of the Mortgage Records of the Parish of _____

_____, 19____, at _____ o'clock _____ M.

Dy. Clerk and Recorder

RESOLUTION

BE IT RESOLVED, by the Board of Directors of Germania Plantation, Inc. ^{L.B.}
 that this corporation recognize the total indebtedness of this corporation ~~to Mr. Douglas S. Hayward, Sr. in the sum of \$100,000.00~~ and that the Vice-
 President, Mr. William C. Hayward, Jr. on behalf of the corporation be and ^{D.S.H.}
 he is hereby authorized to execute a promissory note in said amount payable
 to Mr. Douglas S. Hayward, Sr. on demand with interest at the rate of 8%
 per annum from date until paid and to secure said note with a conventional
 mortgage on all those certain tracts of real estate owned by this
 corporation commonly designated as "Conway", "Germania", and the property
 subject to the lease in favor of Hall-Buck Marine Services Company, all of
 said tracts specifically described on Exhibit A annexed hereto and made a
 part hereof, said mortgage to be executed by Mr. William C. Hayward, Jr. on
 behalf of the corporation to contain all of the usual and customary
 Louisiana security clauses including but not limited to confession of
 judgment, waiver of appraisal, and waiver of any and all notices and
 demands for payment as well as provision for attorney's fees in the event
 it should become necessary to refer said note for collection.

CERTIFICATE

I certify that I am the duly elected and acting Secretary of the Board
 of Directors of Germania Plantation, Inc. and that the above and foregoing
 is a true and correct copy of a resolution adopted by the Board of
 Directors at a meeting duly called and held on the 5th day of
June, 1993; further, that said resolution has not been modified
 or rescinded.

Gonzales, Louisiana, this 5th day of June, 1993.

Barry A. Babin Jr.
 Secretary

ATTEST:

Douglas Hayward Jr.
 PRESIDENT

EXHIBIT "A"

- (1) A CERTAIN TRACT OF LAND, forming part of the Germania Plantation, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, as shown on a survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940 in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River. According to said survey, said tract of land commences at a point designated by the letters "FF" on said survey and measures thence South 59° 29' East 794, along the River Highway to a point designated by the letters "BB" on said survey, thence South 50° 36' East 769 feet along the said highway to a point designated by the letters "CC" on said survey, thence South 39° West 1497 feet to a point designated by the letters "DD" on said survey, thence South 49° 36' East 302 feet to a point designated by the letter "T" on said survey, thence South 40° West 11,772.5 feet to a point designated by the letter "U" on said survey, thence North 63° West 337.5 feet to a point designated by the letter "F" on said survey, thence South 47° West 570.9 feet to a point designated by the letter "V" on said survey, thence along the Bijou Drainage Ditch North 17° 55' East 6133 feet to a point designated by the letter "X" on said survey, thence North 11° East 622.4 feet to a point designated by the letter "Y" on said survey, thence along the line of the Chatham Plantation North 23° 23' East 5135 feet to a point designated by the letter "Z" on said survey, thence South 70° 33' East 1620 feet, thence South 65° 23' East 200 feet, thence South 60° 10' East 300 feet to a point designated by the letters "EE", thence North 37° 50' East 2143 feet to the point of beginning designated by the letters "FF".

LESS AND EXCEPT:

A CERTAIN TRACT OF LAND, situated in the Parish of Ascension, on the right bank of the Mississippi River, approximately 9 and 3/4 miles above the town of Donaldsonville, in Township 10 South, Range 14 East, in the Southeastern Land District of Louisiana, West of the Mississippi River, commencing at the point designated by the letters "FF" on the survey made by Frank H. Waddill, Civil Engineer, dated January 17, 1940, referred to in the description above, and from said point, said tract of land, according to a plan of survey of the front portion of Germania Plantation by T. J. Weishaup, Civil Engineer, dated March, 1962, measures thence South 50° 51' East along the River Highway (Louisiana Highway No. 405) a distance of 1559.1 feet to a point, thence South 39° West 1499.7 feet to a point, thence South 51° 13' East 302.6 feet to a point, thence South 40° 19' West 891.6 feet to a point, thence North 55° 41' West 961.9 feet to a point, thence North 55° 23' West 25.5 feet to a point, thence North 59° 44' West 145.1 feet to a point, thence North 34° 21' East 433.3 feet to a point, thence North 54° 29' West 420.6 feet to a point, thence North 59° 26' West 152.0 feet to a point marked by an axle, thence North 36° 5' East 2113.0 feet to the River Highway and the point of beginning, containing in all 32.73 acres, together with the batture in front of said property.

Vendor establishes and grants unto Germania Plantation, Inc., for the sale, use and benefit of the property herein conveyed, a servitude of way and passage over and across a strip of land 25.5 feet wide, designated as a gravel road on a plan of survey of the front part of Germania Plantation by T. J. Weishaup, dated March, 1962.

Being the same property interests in which were acquired by Mrs. Helene Rouse, wife of William Campbell Hayward, by Judgment in the Succession of George B. Rouse, No. 232-174 of the Docket of the Civil District Court for the Parish of Orleans dated March 26, 1940, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

Further acquired by the said Mrs. Helen B. Reuss, wife of William Campbell Reuss on March 26, 1920, registered in the conveyance office for the Parish of Ascension under Registration No. 77546.

- (2) A CERTAIN PORTION OF LAND with the improvements thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section Seventy-seven (77), Township Ten (10) South, Range Two (2) East, Southeastern District of Louisiana, east of the Mississippi River, according to United States plat approved April 15, 1891, which said portion of land contains eighty-seven and 54/100 (87.54) acres, more or less, and comprises the whole of said Section Seventy-seven (77) less the portion which was conveyed by John C. Klos to Edwin F. Brady by an Act passed before Fred C. Marks, Notary Public in and for the City of New Orleans, Louisiana, dated June 7, 1927.

Being a part of the same property which John C. Klos purchased from the Belle Helene Co., Ltd., by an Act passed before Sidney A. Weber, Notary Public, on July 21, 1911, registered in Book of Conveyance No. 56, folio 49, of the records of said Parish of Ascension, and being the same property acquired by present vendor from the said John C. Klos by an Act before Felix J. Dreyfuss, Notary Public of the Parish of Orleans, Louisiana, dated December 14, 1926, registered in Conveyance Book 66, folio 234, of the Conveyance Records of said Parish of Ascension, Louisiana.

- (3) A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and thereunto appertaining, as well as all the rights, ways, privileges and servitudes appertaining, situated in the Parish of Ascension, State of Louisiana, described as follows:

Tract No. Four (4) containing forty-three and eighteen hundredths (43.18) acres, more or less,
Tract No. Five (5) containing sixty-five (65) acres, and
Tract No. Twenty-eight (28) containing eleven and 12/100 (11.12) acres, more or less, being a part of the Belle Plantation, bounded on the West or front by the Mississippi River, on the upper side by Lot No. 3 and on the lower side by Lots Nos. 6 and 27, as described in the subdivision of the Belle Helene Plantation by Dany and Madill.

Being the same property acquired by Mrs. George B. Reuss from the Belle Helene Planting Co., Ltd., by act before J. Ed. Pennington, Notary Public in and for the Parish of Ascension, Louisiana, dated January 21, 1912, and registered in Conveyance Book 56, folio 455 of the records of Ascension Parish, Louisiana.

Being the same property acquired as the separate and personal property of Mrs. Helene Reuss, wife of William C. Hayward, from Mrs. George B. Reuss, widow of George B. Reuss (Mrs. Bertha E. Spor Reuss) on the 4th day of April, 1942, as per act recorded in Conveyance Book 79, folio 293, Ascension Parish, Louisiana.

LESS & EXCEPT THOSE PORTIONS OF THE PROPERTY DESCRIBED ABOVE
CONVEYED BY GERMANIA PLANTATION, INC. TO SHELL.

4. A certain parcel of ground, being a portion of the Belle Helene property of Germania Plantation, Inc. situated in Section 15, Township 10 South, Range 2 East, Parish of Ascension, and being all of that property of Germania Plantation, Inc. bounded on its westerly side by the low water line of the Mississippi River; on its northerly or upstream side by the property of Shell Chemical Corporation; on its southerly or downstream side by the property of Vulcan Materials, Inc.; and on its easterly side by Louisiana Highway 75.
5. The upper divided and separate half of a certain tract of land situated, lying and being in the Parish of Assumption, on the right descending bank of Bayou Lafourche, at or above five miles below the Mississippi River, measuring two arpents front, more or less, to said Bayou Lafourche, by a depth of forty arpents and nine superficial arpents of the double concession thereof attached, more or less, between converging lines, said land being bounded now or formerly, of Nic Blanche, together with all buildings and improvements, rights, ways, and privileges thereon and thereto belonging and appertaining and all batture, accretion and dereliction.
6. A parcel of ground containing twenty (20) acres, more or less, and being that portion of the front portion of Germania Plantation in Section 24, Township 10 South, Range 14 East, Ascension Parish, Louisiana, which would begin at a point common to Germania Plantation, Mulberry Grove Plantation of Mrs. Hattie Clifton and the River Road, and then measuring upriver along the River Road exactly one-fourth (1/4) the width of said front portion of Germania Plantation by a depth sufficient so as to comprise twenty (20) acres, more or less. This portion will be bounded in front by the River Road, downriver by the Mulberry Grove Plantation and Mrs. Hattie Clifton, and in the rear by the portion of Germania Plantation owned by Germania Plantation, Inc. and upriver by a portion to be bequeathed to my daughter, Mrs. Helene Hayward Renken. Together with the brick home and other improvements situated thereon.

LESS AND EXCEPT:

That certain tract of land lying and being situated in the Parish of Ascension, State of Louisiana, fronting on the public road, forming part of Germania Plantation, and containing two acres, more or less, facing on the Public Road or River Road and having a front thereon of 224.21 feet. Bounded in front by the Public Road, and in the rear and both sides by Germania Plantation, and commencing at a point 185.40 feet from an iron post or pipe marking the boundary between Germania Plantation and the property of the Estate of John & Ella Brooks. From said point of beginning extending along the public road a distance of 224.21 feet to an iron stake placed as a boundary, thence extending from the iron stake perpendicular to the said road and extending back therefrom a distance of 373.58 feet, to an iron stake placed as a boundary, thence on a line parallel to the line of the River Road a distance of 244.43 feet to an iron stake placed as a boundary, thence from said iron stake towards the river road, and perpendicular to the

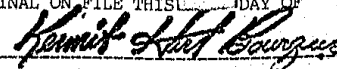
626

line on the River road, a distance of 373.06 feet to the point of beginning. Together with the buildings and improvements thereon and thereunto appertaining. All as per map and plan of survey made by E. P. Hargrove, Registered Land Surveyor, dated January 4, 1956.

"NE VARIETUR"
FOR IDENTIFICATION WITH AN ACT OF MORTGAGE
BY GERMANIA PLANTATION, INC. IN FAVOR OF
DOUGLAS S. HAYWARD, SR. EXECUTED BEFORE
ME, THIS 7TH DAY OF JUNE, 1993.


NOTARY PUBLIC

RECORDED FROM THE ORIGINAL ON FILE THIS 8th DAY OF July 1993


KERMIT HART BOURQUE CLERK OF ASCENSION

MOB: 318516; Page: 7; Filed: 6/8/93 [ascension:]

622643

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,
 Filed and recorded in MOB _____ Folio No. _____ and COB _____
 Folio No. _____ this 28 day of November, 2005

Kenneth H. Bourque
 Clerk and Recorder

INSTRUMENT # 00622643
 FILED AND RECORDED
 ASCENSION CLERK OF COURT
 2005 NOV 28 04:13:55 PM
 COB ☒ MOB ☐ OTHER ☐

DEPUTY CLERK & RECORDER


CERTIFIED TRUE COPY BY

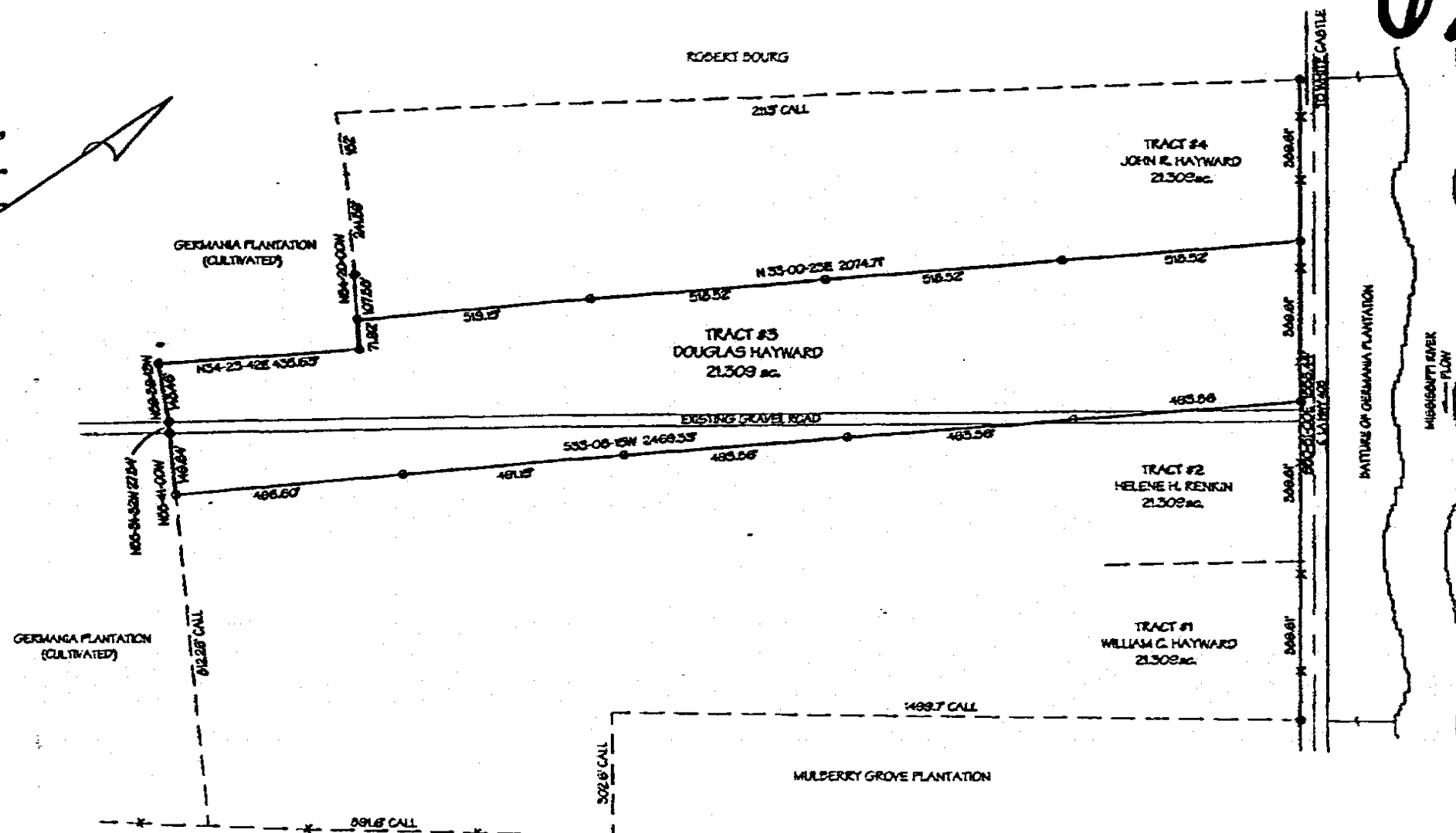
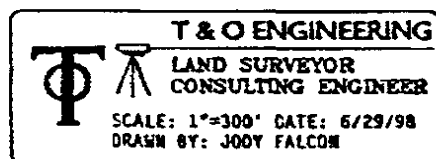
DEPUTY CLERK
 SLIPART02 EXISTING PIPE OR IRON

• SET PIPE OR ROD

NOTES:

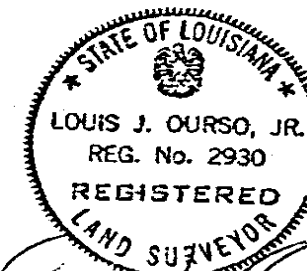
1. DOTTED LINES REFLECT THE ORIGINAL
 SURVEY PER PLAT DATED MARCH 1962
 BY T.J. WEISHAUP

2. THE SYMBOL  INDICATES CURRENT
 FENCE LINES



PLAT SHOWING THE SURVEY OF A
 21.309ac. TRACT, WHICH IS THE DOUGLAS HAYWARD PART,
 OF THE SUBDIVISION OF THE FRONT OF GERMANIA PLANTATION
 INTO FOUR (4) EQUAL TRACTS, AS IN THE WILL OF HELENE REUSS HAYWARD
 DATED APRIL 19, 1978,
 ALL ARE LOCATED IN SECTION 25, T10S, R14E, IN MODESTE,
 AND IN ASCENSION PARISH, LOUISIANA
 FOR
 DOUGLAS HAYWARD

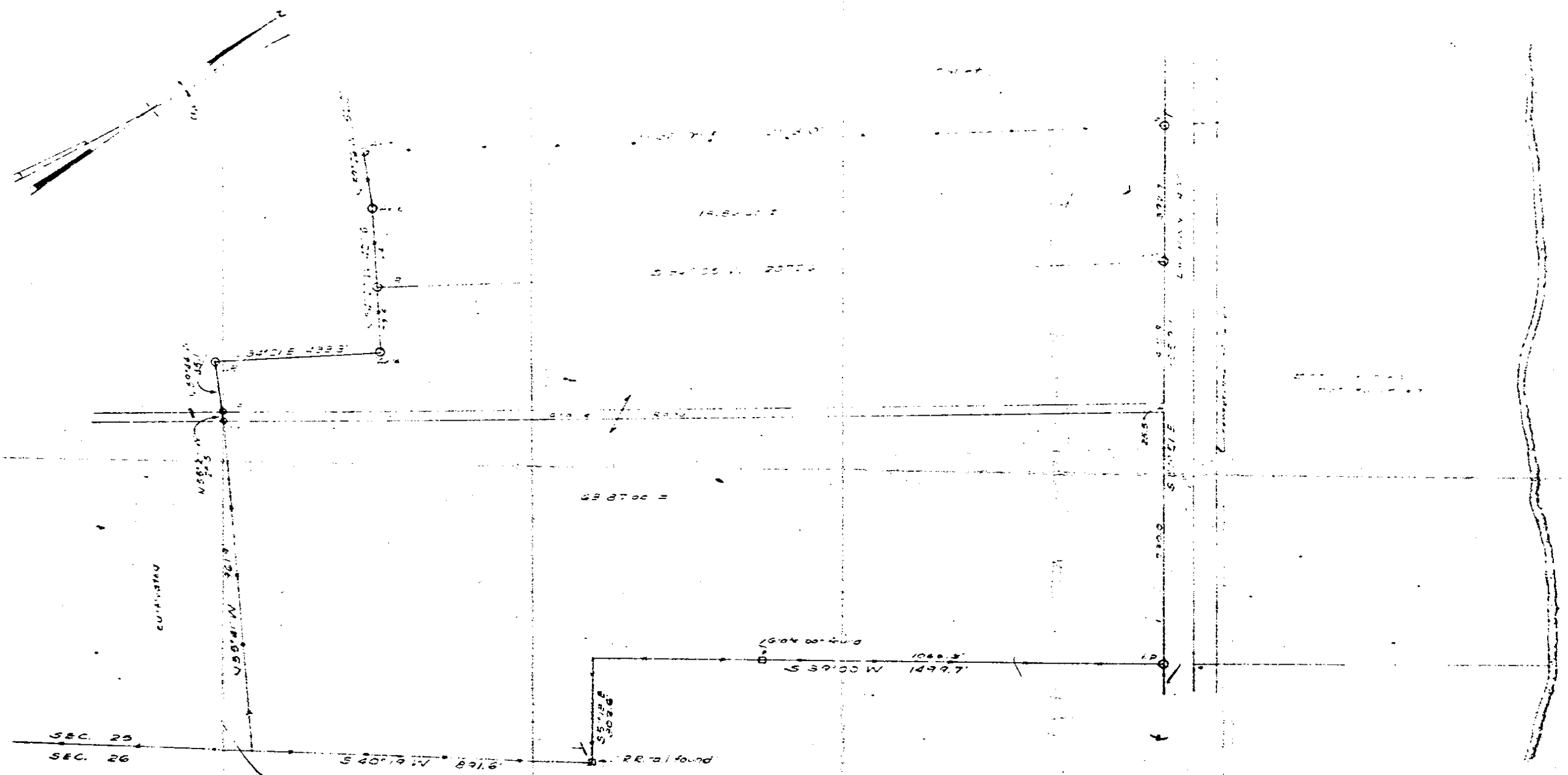
I CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION
 IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR LAND
 SURVEYORS AND THAT THE ACCURACY STANDARDS ARE IN ACCORDANCE
 WITH CLASS "C" SURVEYS AS INDICATED IN THE ABOVE STANDARDS



Louis J. Ourso, Jr.
 LOUIS J. OURSO, JR. P.E.
 RLS # 2930

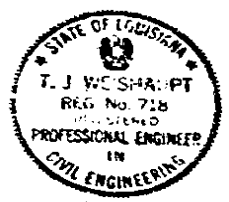
#77467

#77467



AREAS

Total area in survey - includes road.	8273.36 ±
Less lot	18.86
Less gravel road.	63.87
	1.85
	62.42 ac ±



SURVEY OF THE FRONT PART OF GERMANIA PLT.
IN SECTIONS 22, 23, 24 AND 25, T10S, R14E,
S.E.D.W.R., ASCENSION PARISH, LA.

1 IN. = 200 FT.

MARCH 1962

T. J. WEISHAUP
CIVIL ENGINEER

321

[illegible]

COB: 77467; Page: 2; Filed: 12/31/64 [as]ension:]

77467

THE

五

Mrs L. R. J.

WAS L. A. C.

FORMERLY ESTATE OF GEORGE B. REUSS
(GENERALLY KNOWN AS GERMANIA PLANTATION)

REMAINDER OF ESTATE APPORTIONED AMONG THE HEIRS.

ARLINGTON

ELISE

A receipt of the
and translation
from the original
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1940

Ascension Parish - Tax Notice Inquiry
6/15/2022 12:36:39 PM

Tax Notice# 267500

Tax Year 2021

Taxpayer

HAYWARD, WILLIAM C III

**** HWY ***

DONALDSONVILLE LA *****

Taxes	Interest	Cost	Other	Paid	Balance
88.31	0.00	0.00	0.00	88.31	0.00

Legal

21.31 AC. SEC. 24-10-14, TRACT 4
 (395/163)(569/180)(COB/699124)(COB/749162)(MAP
 #16842)(MAP #622643) (MAP #636754)

Parcels

Parcel#	Address	% Tax
267500	9187 LA HWY 405	100.0000

History

Date	Description	Amount
10/18/2021	ORIGINAL TAXES	88.31
12/6/2021	PAYMENT	-88.31

Items

Class	Value	Units	Homestead
AG LAND CLASS II - Use Value	720	21.31	0



Ascension Parish Assessor Mert Smiley Current Assessment Listing

Parcel#

267401

Primary Owner

GERMANIA PLANTATION INC

Mailing Address

C/O CHRISTINE RODRIGUEZ

1359 COLONIAL DR

JACKSON LA 70748-0000

Legal

80.00 AC. M/L RBMR BATTURE IN FRONT OF PROP. POR. GERMANIA PLT.

Notes

(401/672-793)(MAP #16842)(489/467) (569/180)(567/846) (COB/526009)(COB/589770) (COB/596440) (COB/667297)
(COB/683484)(COB/790838)(COB/790839)(COB/790840)

Parcel Items

Property Class	Assessed Value	Units	Homestead
FRSHWTR MARSH - Use Value	400	80.00	0
TOTAL	400	80.00	0

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To
NO	GERMANIA PLANTATION INC	YES	100.0000	100.0000	5/17/2018	
NO	GERMANIA PLANTATION INC	YES	25.0000	100.0000	1/1/1990	5/17/2018
NO	MCKEE, JOAN R.	NO	25.0000	0.0000	1/1/1990	5/17/2018
NO	HAYWARD, WILLIAM C III	NO	25.0100	0.0000	1/1/1990	5/17/2018
NO	MAUFFRAY, CLARINE H.	NO	4.1700	0.0000	1/1/1990	5/17/2018
NO	GAYAUT, SUSAN H.	NO	4.1600	0.0000	1/1/1990	5/17/2018
NO	BERNARD, MARIE H.	NO	4.1600	0.0000	1/1/1990	5/17/2018

Homestead?	Name	Primary?	% Ownership	% Tax	From	To
NO	RODRIGUEZ, CHRISTINE H.	NO	12.5000	0.0000	1/1/1990	5/17/2018

Locations

Subdivision	Lot	Block	Section	Township	Range	Tract
RIGHT BANK MISSISSIPPI RIVER		24		10S	14E	

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax
ATCHAFALAYA BASIN LEVEE DIST	4.0100	1.60	0.00
PARISH ASSESSMENT DIST	1.8000	0.72	0.00
PARISH HEALTH	2.0000	0.80	0.00
LIGHTING DIST #7	4.8900	1.96	0.00
PARISH LIBRARY	5.6000	2.24	0.00
PARISH MENTAL HEALTH	2.0000	0.80	0.00
PARISH TAX	2.7400	1.10	0.00
PARISH COUNCIL ON AGING	1.5000	0.60	0.00
PARISH LAW ENFORCEMENT	14.4800	5.79	0.00
PARISH SCHOOL (BUILDINGS)	2.5000	1.00	0.00
PARISH SCHOOL (SALARIES)	21.0000	8.40	0.00
PARISH SCHOOL (1999 BOND)	0.3800	0.15	0.00
PARISH SCHOOL (CONSTITUTIONAL)	3.6100	1.44	0.00
PARISH SCHOOL (GEN OPERATIONS)	7.4000	2.96	0.00
WEST ASCENSION DRAINAGE	5.3300	2.13	0.00
WEST ASCENSION DRAINAGE(#2)	4.6200	1.85	0.00
PARISH SCHOOL (FACILITIES)	4.0000	1.60	0.00
PARISH SCHOOL (TECHNOLOGY)	8.0000	3.20	0.00
ACUD#1	10.1300	4.05	0.00
PARISH JUVENILE DETENTION	0.9900	0.40	0.00
PARISH SCHOOL (2005 BOND)	3.5600	1.42	0.00
PARISH SCHOOL (2009 BOND)	3.6800	1.47	0.00
PARISH SCHOOL (2016 BOND)	3.3100	1.32	0.00

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH ANIMAL SHELTER	0.9900	0.40	0.00
PARISH SCHOOL (2020 BOND)	4.1500	1.66	0.00
TOTALS	122.6700	49.06	0.00







Ascension Parish Assessor Mert Smiley Current Assessment Listing

Parcel#

267402

Primary Owner

GERMANIA PLANTATION, INC.

Mailing Address

C/O CHRISTINE RODRIGUEZ

1359 COLONIAL DRIVE

JACKSON LA 70748

Legal

610.51 AC. RBMR PART OF GERMANIA PLT. T. 10-14 (481/250)(COB/682890)

Parcel Items

Property Class	Assessed Value	Units	Homestead
AG LAND CLASS II - Use Value	20,490	610.51	0
TOTAL	20,490	610.51	0

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To
NO	GERMANIA PLANTATION, INC.	YES	100.0000	100.0000	1/1/1990	

Locations

Subdivision	Lot	Block	Section	Township	Range	Tract
1.1 VLUV			24	10S	14E	

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax
ATCHAFALAYA BASIN LEVEE DIST	4.0100	82.16	0.00
PARISH ASSESSMENT DIST	1.8000	36.88	0.00
PARISH HEALTH	2.0000	40.98	0.00
LIGHTING DIST #7	4.8900	100.20	0.00
PARISH LIBRARY	5.6000	114.74	0.00
PARISH MENTAL HEALTH	2.0000	40.98	0.00
PARISH TAX	2.7400	56.14	0.00

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH COUNCIL ON AGING	1.5000	30.74	0.00
PARISH LAW ENFORCEMENT	14.4800	296.70	0.00
PARISH SCHOOL (BUILDINGS)	2.5000	51.23	0.00
PARISH SCHOOL (SALARIES)	21.0000	430.29	0.00
PARISH SCHOOL (1999 BOND)	0.3800	7.79	0.00
PARISH SCHOOL (CONSTITUTIONAL)	3.6100	73.97	0.00
PARISH SCHOOL (GEN OPERATIONS)	7.4000	151.63	0.00
WEST ASCENSION DRAINAGE	5.3300	109.21	0.00
WEST ASCENSION DRAINAGE(#2)	4.6200	94.66	0.00
PARISH SCHOOL (FACILITIES)	4.0000	81.96	0.00
PARISH SCHOOL (TECHNOLOGY)	8.0000	163.92	0.00
ACUD#1	10.1300	207.56	0.00
PARISH JUVENILE DETENTION	0.9900	20.29	0.00
PARISH SCHOOL (2005 BOND)	3.5600	72.94	0.00
PARISH SCHOOL (2009 BOND)	3.6800	75.40	0.00
PARISH SCHOOL (2016 BOND)	3.3100	67.82	0.00
PARISH ANIMAL SHELTER	0.9900	20.29	0.00
PARISH SCHOOL (2020 BOND)	4.1500	85.03	0.00
TOTALS	122.6700	2,513.51	0.00

