

Exhibit L. Gateway II Site Restrictive Covenants

INSTRUMENT # 00664200
FILED AND RECORDED
ASCENSION CLERK OF COURT
2007 APR 02 08:42:29 AM
COB ☒ MOB ☐ OTHER ☐
[Signature]
DEPUTY CLERK & RECORDER

ACT OF EXCHANGE AND RESTRICTIVE COVENANTS

CERTIFIED TRUE COPY BY

DEPUTY CLERK
5/15/2007

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the date set forth below, before the undersigned Notary Public in and for the State of Louisiana, Parish of East Baton Rouge, and in the presence of the subscribing witnesses, personally came and appeared:

SUPERSTAR HOLDINGS, L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Authorized Member, Edward L. Rotenberg, duly authorized pursuant to a Certificate of Authority attached hereto and made a part hereof, who declares its mailing address to be Post Office Box 87059, Baton Rouge, Louisiana 70879-8759 (hereinafter referred to as "**SUPERSTAR**"); and

TRAHAN-MISTRETTA HOLDING COMPANY LLC, a Louisiana limited liability company domiciled in the Parish of Ascension, State of Louisiana, represented herein by its Authorized Member, Eric P. Mistretta, duly authorized pursuant to a Certificate of Authority attached hereto and made a part hereof, who declares its mailing address to be 31073 Terminal Court, Geismar, Louisiana 70734 (hereinafter referred to as "**TRAHAN-MISTRETTA**");

who declared that they did, and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth as follows, to-wit:

For and in consideration of the transfer to it as hereinafter set forth, **SUPERSTAR** does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto **TRAHAN-MISTRETTA**, the following described property, to-wit:

One certain fractional lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 61, T-9-S, R-2-E, Southeastern Land District, and being described as and consisting of the Westerly 2.2 acres of Lot 3-B-1, Gateway Industrial Park, according to that certain map entitled "Map Showing Subdivision of Lot 3-B & Tract C-2-B-1-B Into Lots 3-B-1, 3-B-2 & Tract C-2-B-1-B-2, Located in Sections 29, 31, 32 & 61, T-9-S, R-2-E, East of the Mississippi River, Ascension Parish, Louisiana for Superstar Holdings, L.L.C.", prepared by David L. Patterson, P.L.S., LandSource, Incorporated, dated March 14, 2007, a copy of which map is recorded as Entry No. 663877 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana, said fractional lot being more fully described as follows:

Commence at the intersection of the West right-of-way of Gateway Drive and the North right-of-way of Terminal Court, thence, along the North right-of-way of Terminal Court, North 69°36'19" West a distance of 210.00 feet to a point and corner; thence, departing said right-of-way, North 69°36'19" West a distance of

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165.00 feet to a point and corner; thence, South 20°23'41" West a distance of 60.00 feet to a point and corner, said point also being the Point of Beginning.

Thence, South 20°23'41" West a distance of 653.14 feet to a point and corner; thence, North 58°59'13" West a distance of 152.54 feet to a point and corner; thence, North 20°23'41" East a distance of 625.03 feet to a point and corner, thence, South 69°36'19" East a distance of 150.00 feet to the Point of Beginning.

Being all that portion of Lot 3-B-1 that was formerly part of Tract C-2-B-1-B previously shown on that map recorded at Entry No. 638827 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana, it being **SUPERSTAR'S** intention to convey to **TRAHAN-MISTRETTA** all of **SUPERSTAR'S** right, title and interest in and to Lot 3-B-1 described hereinabove.

Subject to all previously recorded building restrictions, servitudes, building set back lines and oil, gas and mineral reservations, conveyances and leases of record.

It is understood by the parties hereto that **SUPERSTAR** makes no warranty as to soil or sub-soil conditions on the property herein conveyed, or its suitability for construction, the warranty referred to herein being restricted in its interpretation to warrant solely as to marketability of title.

The property described above is sold "as-is", where-is" without warranties whatsoever as to fitness or condition, whether expressed or implied, and Transferee expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Transferee would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 et seq with respect to Transferor's warranty against latent or hidden defects of the property, or any other applicable law, not even for a reduction or return of the purchase price. Transferee forfeits the right to avoid the sale or reduce the purchase price on account of a hidden or latent vice defect in the property. This waiver of expressed or implied warranties is a material consideration of this transaction without which Transferor would not have sold the property to Transferee. Transferor expressly subrogates Transferee to all rights, claims and causes of action Transferor may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Transferee and fully explained to the Transferee, and the Transferee acknowledges that it has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

RESTRICTIVE COVENANTS ON LOT 3-B-1, GATEWAY INDUSTRIAL PARK:

SPm

SUPERSTAR transfer and conveys the above-described property (now part of Lot 3-B-1, Gateway Industrial Park) to **TRAHAN-MISTRETTA**, subject to and burdened with the following Restrictions:

1. All buildings shall be constructed in accordance with applicable building codes and ordinances, but shall, in addition, be constructed with high quality materials and in a manner so as to have the ability to withstand the normal causes of deterioration with maintenance procedures.
2. Construction of any building on any lot in Gateway Industrial Park (the "Subdivision") must be continually pursued with all reasonable dispatch to completion.
3. No building or roof overhang shall be located nearer to any street right of way line than twenty-five feet (25'); nor shall any building or roof overhang be located nearer than

fifteen feet (15') from any rear lot line; nor shall any building or roof overhang be located nearer than five feet (5') from any side of the property line.

4. No parking shall be permitted on the streets within the Subdivision. Each owner or tenant must provide adequate off street parking facilities so as to eliminate any necessity for parking of vehicles upon the public streets. All paved areas closer to the street than the building setback shall be hard surfaced.
5. No lot in the Subdivision (after said lot is conveyed by virtue of this agreement) shall be subdivided so as to be smaller than two (2) acres. There shall be no resubdivision of the lot conveyed by virtue of this agreement into any lot smaller than two (2) acres.
6. No fence or wall shall be erected forward of the front building setback lines of any lot.
7. No signs or billboards are permitted other than those which identify the names, businesses and products of the person, firm or corporation occupying the premises.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, ashes or garbage.
9. No animals, livestock, poultry or birds of any kind shall be raised, bred, or kept on any lot in this Subdivision; and no lot shall be used for farming or gardening purposes. Flowers, trees and shrubbery may be grown for aesthetic purposes in site landscaping. Nothing herein shall be construed as prohibiting the operation of flower shops or horticultural operations.
10. Building materials and equipment used for constructing Subdivision buildings shall not be placed or stored on any lot except during the actual course of construction of permitted improvements.
11. All of the lots in the Subdivision shall be used solely for office, commercial processing, research, servicing, industrial, manufacturing, warehousing and distribution purposes and services ancillary to such uses, all under the conditions set forth. No restaurant, gasoline service station, motor hotel or financial institution will be permitted in the Subdivision. In addition, the following uses or activities shall be expressly prohibited on the Property or any portions thereof.
 - a. Activities which create or emit unreasonably offensive odors, excessive dust, excessive smoke, and/or excessive noise;
 - b. Any activity in violation of Federal, State or Local Laws;
 - c. Video poker truck stops;
 - d. Cemeteries;
 - e. Livestock, slaughterhouses and feedlots;
 - f. Exotic, nude bars;
 - g. Concrete crushers;
 - h. Adult video and book stores;
 - i. Massage parlors;
 - j. Bottling or canning works;
 - k. Bus terminals;
 - l. Commercial stables;
 - m. Drive-in theaters;
 - n. Ice plants;
 - o. Junk yards;
 - p. Gravel, cement or asphalt plants; and
 - q. Residential uses or activities of any kind.
12. All owners of the property in this Subdivision shall keep their respective lots regularly mowed and free of noxious weeds and vegetation so as to maintain the same in a neat

and attractive manner, whether or not any improvements have been constructed. All owners of property in this subdivision shall maintain all buildings, landscaping, fences, drives, parking lots, or other structures located upon said property in good condition. In the event the owner of the property conveyed fails to maintain said condition, the Seller shall have the right to perform said work and recover the cost together with attorney fees and other expenses.

13. Each and all of the above foregoing inscriptions, conditions, covenants, servitudes, and provisions shall constitute predial obligations and covenants running with the land, and shall continue and be binding upon and shall inure to the benefit of the owner, its successors and assigns, and all persons claiming by, through and under the owner. These restrictions shall be effective for a period of thirty-five (35) years from the date hereof.

AND NOW, for and in consideration of the transfer to it as aforesaid, **TRAHAN-MISTRETTA** does by these presents grant, bargain, assign, transfer, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto **SUPERSTAR**, the following described property, to-wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, Louisiana, in Sections 29, 31, 32 & 61, T9S, R2E, being in that subdivision thereof known as **GATEWAY INDUSTRIAL PARK**, and being designated as **LOT 3-B-2**, containing 0.227 acres, on a map entitled "Map Showing Subdivision of Lot 3-B & Tract C-2-B-1-B Into Lots 3-B-1, 3-B-2 & Tract C-2-B-1-B-2, Located in Sections 29, 31, 32 & 61, T-9-S, R-2-E, East of the Mississippi River, Ascension Parish, Louisiana for Superstar Holdings, L.L.C.", prepared by David L. Patterson, P.L.S., LandSource, Incorporated, dated March 14, 2007, a copy of which map is recorded as Entry No. 663877 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana; said Lot 3-B-2 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map, and being more particularly described as follows:

Commence at the intersection of the West right-of-way of Gateway Drive and the North right-of-way of Terminal Court, thence, along the North right-of-way of Terminal Court, North 69°36'19" West a distance of 210.00 feet to a point, said point also being the Point of Beginning;

Thence, departing the North right-of-way of Terminal Court, South 20°23'41" West a distance of 60.00 feet to a point and corner, said point being on the South right-of-way of Terminal Court; thence, along said right-of-way, North 69°36'19" West a distance of 165.00 feet to a point and corner; thence, departing said right-of-way, North 20°23'41" East a distance of 60.00 feet to a point and corner, said point being on the North right-of-way of Terminal Court, thence, South 69°36'19" East a distance of 165.00 feet to the Point of Beginning.

Subject to all previously recorded building restrictions, servitudes, building set back lines and oil, gas and mineral reservations, conveyances and leases of record.

It is understood by the parties hereto that **TRAHAN-MISTRETTA**, makes no warranty as to soil or sub-soil conditions on the property herein conveyed, or its suitability for construction, the warranty referred to herein being restricted in its interpretation to warrant solely as to marketability of title.

The property described above is sold "as-is", where-is" without warranties whatsoever as to fitness or condition, whether expressed or implied, and Transferee expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Transferee would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 et seq with respect to Transferor's warranty against latent or hidden defects of the property, or any other applicable law, not even for a reduction or return of the purchase price. Transferee forfeits the right to avoid the sale or reduce the purchase price on account of a hidden or latent vice defect in the property. This waiver of expressed or implied warranties is a material consideration of this transaction without which Transferor would not have sold the property to Transferee. Transferor expressly subrogates Transferee to all rights, claims and causes of action Transferor may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Transferee and fully explained to the Transferee, and the Transferee acknowledges that it has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

This Act of Exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are not of equal value. To equalize the value of the properties exchanged herein, **TRAHAN-MISTRETTA** has paid the sum of **THIRTY-SEVEN THOUSAND AND NO/100 (\$37,000.00) DOLLARS** to **SUPERSTAR**, receipt of which is hereby acknowledged.

Taxes for the current year shall be prorated between the parties for the respective properties.

TO HAVE AND TO HOLD the said properties, the one to the other, their heirs, successors and assigns, free from any liens, mortgages or encumbrances, with full and general warranty of title and with full subrogation and substitution to all the rights of warranty and all other rights as held therein by the parties.

It is understood and agreed between the parties that this act shall not act as a vendor's lien or privilege, nor shall any provision of this act create any resolatory condition, right of rescission, stipulation pour autri, or lien or privilege against any of the property herein described, and to the extent such vendor's lien or privilege, resolatory condition, right of rescission, stipulation pour autri, or any other lien or privilege is deemed created by this act, the parties hereto waive, renounce, cancel and terminate any and all such vendor's liens or privileges, resolatory conditions, rights of rescission, stipulations pour autri, or other liens or privileges. The parties hereby acknowledge the sufficiency, adequacy and receipt of the consideration.

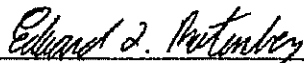
All agreements and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto.


THUS DONE AND PASSED at my office in Baton Rouge, Louisiana, on this 30th day of March, 2007, in the presence of me, Notary, and the undersigned competent witnesses after due reading of the whole.

WITNESSES:

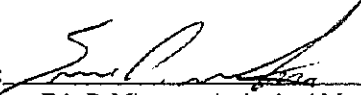
SUPERSTAR HOLDINGS, L.L.C.

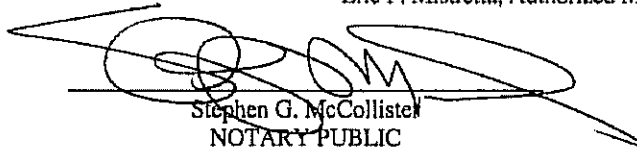

Michelle D. Holland

By: 
Edward L. Rotenberg, Authorized Member


Sharla A. Ducote

**TRAHAN-MISTRETTE HOLDING COMPANY
LLC**

By: 
Eric P. Mistretta, Authorized Member


Stephen G. McCollister
NOTARY PUBLIC
Bar Roll No. 1931

CERTIFICATE OF AUTHORITY
OF
SUPERSTAR HOLDINGS, L.L.C.

The undersigned, being all of the Members of SUPERSTAR HOLDINGS, L.L.C. (the "Company") and acting in such capacity, hereby certify that:

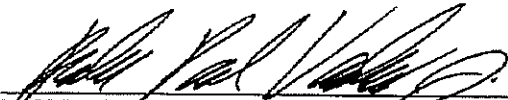
Edward L. Rotenberg, as Authorized Member of the Company, (the "Authorized Member"), be and the Authorized Member is hereby authorized and empowered for and on behalf of the Company to convey and transfer, upon such terms and conditions as deemed appropriate by the Authorized Member in his sole discretion, for and in consideration of the exchange of property described below and payment of the sum of THIRTY-SEVEN THOUSAND AND NO/100 (\$37,000.00) DOLLARS to the Company, to Trahan-Mistretta Holding Company LLC, that certain property described on Exhibit "A" attached hereto and made a part hereof.

The property to be transferred and conveyed to the Company by Trahan-Mistretta Holding Company LLC in the Act of Exchange contemplated hereby is described on Exhibit "B" attached hereto and made a part hereof.

The Authorized Member acting alone be and is hereby authorized and empowered on behalf of the Company to execute an Act of Exchange for the consideration set forth above and upon such other terms and conditions as the Authorized Member may determine fit and proper, in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Certificate.

It is the intent of this Certificate that only the signature of the Authorized Member shall be required on any and all documents contemplated by the above referenced transaction.

THUS DONE AND SIGNED this 23rd day of March, 2007.

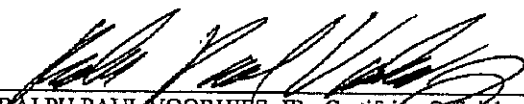

RALPH PAUL VOORHIES, JR., Member


EDWARD L. ROTENBERG, Member

CERTIFICATE

The undersigned duly designated Certifying Official does hereby certify that Ralph Paul Voorhies, Jr. and Edward L. Rotenberg are the only Members of Superstar Holdings, L.L.C. and that the foregoing Certificate of Authority has been duly adopted and approved by all Members of the Company.

THUS DONE AND SIGNED this 23rd day of March, 2007.


RALPH PAUL VOORHIES, JR., Certifying Official



One certain fractional lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 61, T-9-S, R-2-E, Southeastern Land District, and being described as and consisting of the Westerly 2.2 acres of Lot 3-B-1, Gateway Industrial Park, according to that certain map entitled "Map Showing Subdivision of Lot 3-B & Tract C-2-B-1-B Into Lots 3-B-1, 3-B-2 & Tract C-2-B-1-B-2, Located in Sections 29, 31, 32 & 61, T-9-S, R-2-E, East of the Mississippi River, Ascension Parish, Louisiana for Superstar Holdings, L.L.C.", prepared by David L. Patterson, P.L.S., LandSource, Incorporated, dated March 14, 2007, a copy of which map is recorded as Entry No. 663877 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana, said fractional lot being more fully described as follows:

Commence at the intersection of the West right-of-way of Gateway Drive and the North right-of-way of Terminal Court, thence, along the North right-of-way of Terminal Court, North 69°36'19" West a distance of 210.00 feet to a point and corner; thence, departing said right-of-way, North 69°36'19" West a distance of 165.00 feet to a point and corner; thence, South 20°23'41" West a distance of 60.00 feet to a point and corner, said point also being the Point of Beginning.

Thence, South 20°23'41" West a distance of 653.14 feet to a point and corner; thence, North 58°59'13" West a distance of 152.54 feet to a point and corner; thence, North 20°23'41" East a distance of 625.03 feet to a point and corner, thence, South 69°36'19" East a distance of 150.00 feet to the Point of Beginning.

Being all that portion of Lot 3-B-1 that was formerly part of Tract C-2-B-1-B previously shown on that map recorded at Entry No. 638827 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana, it being SUPERSTAR'S intention to convey to TMH all of SUPERSTAR'S right, title and interest in and to Lot 3-B-1 described hereinabove.

Ascension Parish Clerk of Court

EXHIBIT**"B"**

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, Louisiana, in Sections 29, 31, 32 & 61, T9S, R2E, being in that subdivision thereof known as **GATEWAY INDUSTRIAL PARK**, and being designated as **LOT 3-B-2**, containing 0.227 acres, on a map entitled "Map Showing Subdivision of Lot 3-B & Tract C-2-B-1-B Into Lots 3-B-1, 3-B-2 & Tract C-2-B-1-B-2, Located in Sections 29, 31, 32 & 61, T-9-S, R-2-E, East of the Mississippi River, Ascension Parish, Louisiana for Superstar Holdings, L.L.C.", prepared by David L. Patterson, P.L.S., LandSource, Incorporated, dated March 14, 2007, a copy of which map is recorded as Entry No. 663877 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana; said Lot 3-B-2 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map, and being more particularly described as follows:

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Thence, departing the North right-of-way of Terminal Court, South 20°23'41" West a distance of 60.00 feet to a point and corner, said point being on the South right-of-way of Terminal Court; thence, along said right-of-way, North 69°36'19" West a distance of 165.00 feet to a point and corner; thence, departing said right-of-way, North 20°23'41" East a distance of 60.00 feet to a point and corner, said point being on the North right-of-way of Terminal Court, thence, South 69°36'19" East a distance of 165.00 feet to the Point of Beginning.

Ascension Parish Clerk of Court

Ascension Parish Clerk of Court

CERTIFICATE OF AUTHORITY
OF
TRAHAN-MISTRETТА HOLDING COMPANY LLC

The undersigned, being all of the Members of TRAHAN-MISTRETТА HOLDING COMPANY LLC (the "Company") and acting in such capacity, hereby certify that:

Eric P. Mistretta, as Authorized Member of the Company, (the "Authorized Member"), be and the Authorized Member is hereby authorized and empowered for and on behalf of the Company to convey and transfer, upon such terms and conditions as deemed appropriate by the Authorized Member in his sole discretion, for and in consideration of the exchange of property described below and payment of the sum of THIRTY-SEVEN THOUSAND AND NO/100 (\$37,000.00) DOLLARS to Superstar Holdings, L.L.C., by the Company, that certain property described on Exhibit "A" attached hereto and made a part hereof.

The property to be transferred and conveyed to the Company by Superstar Holdings, L.L.C. in the Act of Exchange contemplated hereby is described on Exhibit "B" attached hereto and made a part hereof.

The Authorized Member acting alone be and is hereby authorized and empowered on behalf of the Company to execute an Act of Exchange for the consideration set forth above and upon such other terms and conditions as the Authorized Member may determine fit and proper, in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Certificate.

It is the intent of this Certificate that only the signature of the Authorized Member shall be required on any and all documents contemplated by the above referenced transaction.

THUS DONE AND SIGNED this 27th day of March, 2007.



SCOTT D. TRAHAN, Member

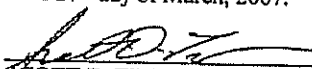


ERIC P. MISTRETТА, Member

CERTIFICATE

The undersigned duly designated Certifying Officials do hereby certify that Scott D. Trahan and Eric P. Mistretta are the only Members of Trahan-Mistretta Holding Company LLC and that the foregoing Certificate of Authority has been duly adopted and approved by all Members of the Company.

THUS DONE AND SIGNED this 27th day of March, 2007.



SCOTT D. TRAHAN, Certifying Official



ERIC P. MISTRETТА, Certifying Official



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Ascension Parish Clerk of Court

Ascension Parish Clerk of Court

EXHIBIT**"B"**

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END OF DOCUMENT AFCC