

**GORDON
ARATA** MCCOLLAM DUPLANTIS
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August 1, 2008

223102

Ref 5053-26541

Via FedEx

Secretary
Surface Transportation Board
395 E Street, SW
Washington, D.C 20024

FD 35171

Re: *Ashbro, Inc. v. Misuri Associates Limited Partnership, et al*

Dear Sir/Madam

Enclosed for filing in connection with the referenced matter are Exhibits A through K to the Petition for Declaratory Order, Injunctive Relief, and Damages to be filed on behalf of Ashbro, Inc. today. The Petition was FedEx'd to your office Thursday for a Monday delivery, and the Exhibits were erroneously left out of the FedEx package. Please incorporate the exhibits to the Petition as if they had been sent contemporaneous with the Petition. If you have any questions or comments, please feel free to call. With regards, I remain,

Very truly yours,


Ashley S. Green

Enclosures

ENTERED
Office of Proceedings

AUG - 5 2008

Part of
Public Record

GAMDE-BR Ltr Service Transportation Board doc

201 St Charles Avenue, 40th Floor New Orleans, Louisiana 70170-4000 (504) 582-1111 Fax (504) 582-1121
400 East Kaliste Saloom Road, Suite 4200 Lafayette, Louisiana 70508-8517 (337) 237-0132 Fax (337) 237-3451
2200 West Loop South, Suite 1050 Houston, Texas 77027-3533 (713) 333-5500 Fax (713) 333-5501



BEFORE THE SURFACE TRANSPORTATION BOARD

ASHBRO, INC., Petitioner

VERSUS

**MISURI ASSOCIATES LIMITED PARTNERSHIP, ADELL COMPOUNDING, INC.,
BERCEN, INC. and ILLINOIS CENTRAL RAILROAD COMPANY, Defendants**

DOCKET NO. FD 35171

EXHIBITS A - K TO PETITION OF ASHBRO, INC.

FOR DECLARATORY ORDER, INJUNCTIVE RELIEF, AND DAMAGES

Ashbro, Inc.
4529 Hessmer Avenue
Metairie, Louisiana 70002
PETITIONER

Misuri Associates Limited Partnership
30128 Eden Church Road
Denham Springs, Louisiana 70726

Adell Compounding, Inc.
30128 Eden Church Road
Denham Springs, Louisiana 70726

Bercen, Inc.
1381 Cranston Street
Cranston, RI 02920

Illinois Central Railroad
135 East Eleventh Place
Chicago, Illinois 60605

DEFENDANTS

ENTERED
Office of Proceedings

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Public Record

ICE THAT THIS INSTRUMENT WAS FILED FOR
RECORD 11-15-99 AT 9:52 AM
SALE WITH MORTGAGE AND RECORDED 11-15-99 IN C-08 75
MOB BOOK NO 6029 ENTRY NO 434263
OF THE OFFICIAL RECORDS

By

William Lee Hawkins, Sr. and
Gwendolyn Sparacino Hawkins

STATE DEPT. OF CLERK OF COURT AND EX OFFICIO RECORDER
PARISH OF LIVINGSTON

To

ASHBRO, INC

On this 29th day of October, 1999, before me, a Notary Public
for the Parish of Livingston, State of Louisiana, and in the presence of the
undersigned witnesses, personally came and appeared.

WILLIAM LEE HAWKINS, SR. and GWENDOLYN SPARACINO HAWKINS,
born Sparacino, both residents of the lawful age of majority of the
Parish of East Baton Rouge, State of Louisiana, married to and
living with each other,

herein called SELLER, residents of and domiciled in Baton Rouge, the Parish and
State aforesaid, whose permanent mailing address is declared to be 2064 North
Flannery Road, Baton Rouge, LA 70815, who declared that for the consideration and
upon the terms expressed below, SELLER does hereby sell and deliver with full
warranty of title and subrogation to all rights and actions of warranty SELLER
may have unto.

ASHBRO, INC.,

a Louisiana corporation authorized to do and doing business in the Parish
of Livingston, State of Louisiana, represented herein by its duly
authorized agent, John E Seago, duly authorized by virtue of a Corporate
Resolution of record and on file with the Clerk and Recorder for the
Parish of Livingston, State of Louisiana,

herein called BUYER, resident of and domiciled in _____, the Parish and
State aforesaid, whose permanent mailing address is declared to be
_____, the following
described property the possession and delivery of which BUYER acknowledges

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Buyer herein acknowledges that Seller's warranty is limited to warranty of
title only and that Seller is making no warranty as to the physical
condition of the property or the improvements located thereon Any Buyer
acknowledges that said property is sold in "AS IS" condition Buyer
herein waives all rights to claim redhibition or to claim a reduction in
the purchase price for any obvious defects or for any latent (hidden)
defects, whether those defects are discovered by Buyer before or after the
sale

NO TITLE EXAMINATION WAS REQUESTED OF NOR RENDERED BY THE UNDERSIGNED
NOTARY PUBLIC, AND THE PROPERTY DESCRIPTION WAS FURNISHED BY THE PARTIES
HERETO

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of
TWO HUNDRED THIRTY THOUSAND AND NO/100 (\$230,000.00) DOLLARS, in part
payment of which Buyers have paid in cash the sum of **THIRTY THOUSAND AND NO/100**
(\$30,000.00) DOLLARS, receipt of which is hereby acknowledged, and for the
balance of said purchase price, namely **TWO HUNDRED THOUSAND AND NO/100**
(\$200,000.00) DOLLARS, for which Buyers have made, executed and furnished their
one (1) certain promissory note, dated this date, payable to the order of William
Lee Hawkins, Sr. and Gwendolyn Sparacino Hawkins in the full sum of **TWO HUNDRED**
THOUSAND AND NO/100 (\$200,000.00) DOLLARS, together with interest at the rate of
SEVEN AND 50/100 (7.50%) per cent per annum from date until paid, payable in 120
consecutive monthly installments of **TWO THOUSAND THREE HUNDRED SEVENTY-FOUR AND**
NO/100 (\$2,374.00) DOLLARS each, the first installment being due and payable on
the 15th day of January, 2000, and the others payable respectively on the same
day of each succeeding month thereafter until all have been paid There shall
be no prepayment penalty

The note paraphed for identification with the

Number of Pages
29 DEC 28 1999

represented as aforesaid, together with all costs, including attorney's fees, BUYER grants and SELLER retains a special mortgage with vendor's lien and privilege on the property sold in favor of SELLER and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated, or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by appraisalment, and confesses judgement in favor of any holder of the note for its full amount with interest and costs, including attorney's fee, and all other amounts secured hereby.

BUYER shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged 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 or 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 deliver the policies and renewals of such insurance to the holder of the note. If BUYER fails to do so, holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at BUYER'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 so 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 fifteen (15%) per cent of the original amount of the note.

If BUYER shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have BUYER adjudged an involuntary bankrupt, or proceedings be taken against BUYER 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 BUYER should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, and in any of said events, 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 full legal capacity.

SELLER (will pay) (has paid) pro-rata of the taxes on said property for the current year.

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 BUYER, his heirs and assigns shall have and hold the property described in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes against the property have been paid. U S Internal Revenue stamps are affixed in the amount of \$ n/a.

Done and signed by the parties at my office DENHAM SPRINGS 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

Sally Piche

William Lee Hawkins Sr.
WILLIAM LEE HAWKINS, SR
SS# 438-50-0338

Chonda M. Starnes

Gwendolyn Sparacino Hawkins
GWENDOLYN SPARACINO HAWKINS
SS# 433-52-9880

John E. Seago
ASHBRO, INC BY JOHN E SEAGO
TIN# _____
Kenner
NOTARY PUBLIC

EXHIBIT "A"

TRACT I: A certain tract or parcel of land, containing 6.35 acres, including all buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section 32, Township 6 South, Range 3 East, Greensburg Land District of Louisiana, as shown on a plat of survey made by A. J. Loup, Jr., Civil Engineer, dated June 1, 1976, said tract or parcel of land, according to said plat of survey, being more particularly described as follows: From a point located at the intersection of the South right of way line of the Illinois Central Railroad and the Easterly right of way line of the Gulf States Utilities servitude, as the POINT OF BEGINNING, thence proceed South 82 deg 00 min 00 sec West and along the South right of way line of the Illinois Central Railroad a distance of 602.55 feet to a point and corner, thence proceed South 08 deg 00 min 00 sec East a distance of 410.18 feet to a point and corner; thence proceed North 82 deg 00 min 00 sec East a distance of 547.15 feet to a point and corner, thence proceed North 00 deg 22 min 18 sec West and along the Easterly side of the Gulf States Utilities servitude a distance of 413.84 feet to the POINT OF BEGINNING, subject to restrictions, servitudes, rights of way and outstanding mineral rights of record affecting said property.

TRACT II: That one certain tract or parcel of ground including all of the buildings and improvements thereon and consisting of the northern most 3.00 acres of the Janis Ann Summers Tract located in Section 32, T-6-S, R-3-E, G L D, Livingston Parish, Louisiana as referenced by a Map of Survey prepared on March 20, 1967 by Alex Theriot, Jr., Civil Engineer entitled, "Survey Map of J. C. Summers Prop." Said tract of land being more particularly described as follows: Starting at the Northeast corner of Section 32, T6S, R3E, proceed due South along said section line 582.74 feet to a point and corner. Thence proceed South 81 degrees 31 minutes 00 seconds West 214.74 feet to the Point of Beginning. Thence proceed South 00 degrees 11 minutes 00 seconds East 328.36 feet to a point and corner. Thence proceed South 73 degrees 49 minutes 37 seconds West 384.46 feet to a point and corner. Thence proceed North 00 degrees 11 minutes 00 seconds West 380.35 feet to a point and corner. Thence proceed North 81 degrees 31 minutes 00 seconds East 373.50 feet back to the point of beginning. Said 3.00 acre tract being described from that map of survey prepared by W. J. Fontenot, P. L. S. on February 2, 1994 entitled "Survey Map for Billy & Denise King showing A Certain 3.00 Acre Tract of Land Located in Section 32, T6S, R3E, G L D, Livingston Parish, Louisiana."

C.L.S. BOOK NO 548
PAGE NO 748

TRANSFER OF REALTY AND IMPROVEMENTS THEREON III 11 1980

BE IT KNOWN that on the dates hereinafter set forth, the undersigned Notaries Public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared ~~in and~~ ^{by CLERK}

LIVINGSTON REDEVELOPMENT ASSOCIATION INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by Jack C Odum, President, duly authorized by Resolution of the Board of Directors, as recorded in the official records of Livingston Parish, Louisiana; and

MISSOURI ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, represented herein by the undersigned authorized partner,

all of whom, or being first duly sworn, did depose and say:

That Livingston Redevelopment Association Incorporated does by these presents sell, set over, assign and deliver with full warranty of title and subrogation to all rights and actions of warranty they have or may have with Missouri Associates Limited Partnership the property described on the attached "EXHIBIT A", the possession and delivery of which Missouri Associates Limited Partnership acknowledges, all subject to the Agreement of Sublease and Option to Purchase by and between Missouri Associates Limited Partnership, dated December 1, 1984, and described in #7 below.

The consideration for this sale and transfer is that all conditions of the following documents have been met by all parties, and that all sums of money as set out in said documents have been paid in full:

1. Rental and Lease Agreement and Option to Purchase dated July 20, 1971, by and between Livingston Redevelopment Association, Inc., and Polyform, Inc., as recorded at COB 160, Entry No. 82322 of the official records of Livingston Parish, Louisiana.
2. Assignment of Lease, Rentals and Agreement by and between Livingston Redevelopment Association, Incorporated and Polyform, Inc., recorded on July 21, 1971, at COB 160, Entry Number 82323 of the official records of Livingston Parish, Louisiana
3. First Amendment to Lease and Option to Purchase by and between Livingston Redevelopment Association, Inc., and Polyform, Inc., dated October 23, 1973, and recorded at COB 103, Page 657 of the official records of Livingston Parish, Louisiana
4. Second Amendment to Lease and Option to Purchase by and between Livingston Redevelopment Association, Inc., Polyform, Inc., and the Small Business Administration, dated June 14, 1979, and recorded at COB 283, Entry No. 155024 of the official records of Livingston Parish, Louisiana.
5. Bill of Sale and Assignment by and between Polyform, Inc., and Adell Compounding, Inc., dated June 14, 1979, and recorded at COB 284, AM 35, Entry No 154355 of the official records of Livingston Parish, Louisiana.
6. Assignment of Rental and Lease Agreement and Option to Purchase by and between Adell Compounding, Inc., and Missouri Associates Limited Partnership, dated November 19, 1984.
7. Agreement of Sublease and Option to Purchase by and between Missouri Associates Limited Partnership and Adell Compounding, Inc., dated December 1, 1984

AND NOW INTO THESE PRESENTS, PERSONALLY CAME AND APPEARED: ADELL COMPOUNDING, INC., a Maryland corporation, represented herein by the undersigned duly authorized officer, who on being first duly sworn, did depose and say: that Adell Compounding, Inc., is appearing herein to declare that it is aware of the execution and recordation of this Transfer

FILED

JUL 11 AM 7 43
A. B. [Signature]
DEPUTY CLERK

279651

EXHIBIT

D

750

EXHIBIT "A"

The following described real property located in the Parish of Livingston, Louisiana, described as follows: A certain tract or parcel of ground containing five (5) acres, together with all of the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Sections Thirty-Two (32) and Thirty-Three (33), Township 6 South, Range 3 East, Greensburg Land District of Louisiana, being shown as TRACT "A" on a plat of survey made by Edward Z. Evans & Associates, Inc., dated December 8, 1966, revised on April 2, 1970, and being more particularly described as follows, to-wit: Beginning at a point located at the intersection of the East right-of-way line of the Gulf States Utilities Company servitude and the South right-of-way line of the Illinois Central Railroad, thence proceed North 82 degrees 0 minutes 0 seconds East along the South right-of-way line of the Illinois Central Railroad a distance of 563.52 feet to a point and corner, thence South 68 degrees 0 minutes 0 seconds East a distance of 410.18 feet to a point and corner, thence South 82 degrees 0 minutes 0 seconds West a distance of 558.46 feet to a point and corner; thence North 00 degrees 22 minutes 18 seconds West a distance of 413.84 feet to point of beginning.

Being the same property acquired by Livingston Redevelopment Association, Inc., from the Milson Steel Company, Inc in deed dated April 13, 1970, as recorded in COB 151, Entry #75,955 of the Livingston Parish Conveyance Books

Being also the same property described in a Rental and Lease Agreement and Option to Purchase between Livingston Redevelopment Association, Inc., as Lessor, and Polyform, Inc., Lessee, dated July 20, 1971, and recorded in COB Book No 160, Entry No. 82322 of the Livingston Parish Conveyance Books, said Lease Agreement and Option, subsequently having been assigned on June 14, 1979, by Bill of Sale and Assignment, recorded in COB Book No. 284, Entry No 154355 of said Conveyance Books by Polyform, Inc., to Adell Compounding, Inc

Said Real Property being subject to a utility servitude previously granted in favor of Dixie Electric Membership Corporation extending over and across the northerly side of said property and running parallel and adjacent to the northerly boundary thereof.

Subject also to utility servitude granted by Livingston Redevelopment Association, Inc. to Gulf States Utilities Company, dated July 29, 1970

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST LIVINGSTON REDEVELOPMENT ASSOCIATION, HAS IN THE IMPROVEMENTS, EASEMENTS AND RIGHTS OF WAY LOCATED ON THE ABOVE DESCRIBED PROPERTY

Exhibit A

749

of Realty and Improvements thereon, subject to the Agreement of Sale and Option to Purchase by and between Missouri Associates Limited Partnership and Adell Compounding, Inc., dated December 1, 1984.

THUS DONE AND SIGNED on this 10th day of July, 1989, before the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and before the undersigned competent witnesses, at Denham Springs, Louisiana

WITNESSES:

Charla W Fletcher
CHARLA W FLETCHER

Mishaux J. Tyler
MISHAUX J. TYLER

LIVINGSTON REDEVELOPMENT ASSOCIATION
INCORPORATED

BY: Jack C. Odom
JACK C. ODOM, PRESIDENT

Charles W. Boudé, Jr., NOTARY PUBLIC

COMMISSION EXPIRES: AT DEATH

THUS DONE AND SIGNED on this 29th day of June, 1989, before the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Iberville of Louisiana, State of Louisiana, and before the undersigned competent witnesses, at Bayou Lafourche.

WITNESSES:

Janice M. Leger

Barbara A. Allen

MISSOURI ASSOCIATES LIMITED PARTNERSHIP

BY: Arthur F. Wellborn
AUTHORIZED PARTNER

Mary E. Harbourn
NOTARY PUBLIC

COMMISSION EXPIRES: July 1, 1990

THUS DONE AND SIGNED on this 29th day of June, 1989, before the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Iberville of Louisiana, State of Louisiana, and before the undersigned competent witnesses, at Bayou Lafourche.

WITNESSES:

Janice M. Leger

Barbara A. Allen

ADELL COMPOUNDING, INC.

BY: Arthur F. Wellborn
AUTHORIZED OFFICER

Mary E. Harbourn
NOTARY PUBLIC

COMMISSION EXPIRES: July 1, 1990

See COB 214 pg. 199
6-11-79

RENTAL AND LEASE AGREEMENT AND OPTION TO PURCHASE

PARISH OF LIVINGSTON

STATE OF LOUISIANA

This Lease Agreement, made and entered into on this 20th day of July, 1971, by and between LIVINGSTON REDEVELOPMENT ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled at Post Office Box 218, Denham Springs, Louisiana, hereinafter referred to as LESSOR, and POLYFORM, INC., a Louisiana corporation domiciled on Eden Church Road, Denham Springs, Louisiana, hereinafter referred to as LESSEE:

WITNESSETH:

(1) That for and in consideration of the rental herein reserved, and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

The Lessor does hereby lease, let and demise unto Lessee, and the Lessee does hereby take, accept, lease, and rent from the Lessor the following described real property located in the Parish of Livingston, Louisiana, more particularly described as follows:

A certain tract or parcel of land containing five (5) acres, together with all of the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Sections Thirty-Two (32) and Thirty-Three (33), Township 6 South, Range 3 East, Greensburg Land District of Louisiana, being shown as TRACT "A" on a plat of survey made by Edward E. Evans & Associates, Inc., dated December 8, 1966, revised on April 2, 1970, and being more particularly described as follows, to-wit: Beginning at a point located at the intersection of the East right-of-way line of the Gulf States Utilities Company servitude and the South right-of-way line of the Illinois Central Railroad, thence proceed North 82 degrees 0 minutes 0 seconds East along the South right-of-way line of the Illinois Central Railroad a distance of 503.52 feet to a point and corner; thence South 08 degrees 0 minutes 0 seconds East a distance of 410.18 feet to a point and corner; thence South 82 degrees 0 minutes 0 seconds West a distance of 558.46 feet to a point and corner; thence North 00 degrees 22 minutes 18 seconds West a distance of 413.84 feet to point of beginning. Being the same property acquired by Livingston Redevelopment Association, Inc., from the Wilson Steel Company, Inc. in deed dated April 13, 1970, as recorded in COB 151, Entry #75,955 of the Livingston Parish Conveyance Books.

(2) Term. The term of this lease shall be for a period of fifteen (15) years, commencing on the 20th day of July 1971.

CLERK OF COURSE
PARISH OF LIVINGSTON
2007 DEC 28 AM 10:59

BOOK NO. 160
PAGE NO. 848
JUL 21 1971
RECORDED
228

FILED July 21 1971 O.H.M. 87322
Barth K. Miller C.P.S.

(3) Consideration: The consideration for said lease is the sum of Six Hundred Eight Thousand Nine Hundred and Seventy-Six & no/100 (\$608,976.00) Dollars; with interest on One Hundred Eighty-Five Thousand Nine Hundred Ninety-Four & no/100 (\$185,994.00) Dollars at the rate of Eight (8%) per cent per annum from date until paid; with interest on Three Hundred Thirty Eight Thousand Three Hundred and Eighty-Six & no/100 (\$338,386.00) Dollars at the rate of Five and One Half (5½%) per cent per annum from date until paid; and with interest on Eighty Four Thousand Five Hundred and Ninety-Six & no/100 (\$84,596.00) Dollars at the rate of Six (6%) per cent per annum from date until paid; payable in equal monthly rental installments of Six Thousand One Hundred Twenty & Fifty/100 (\$6,120.50) Dollars each, including principal and interest, said monthly payments to begin Six (6) months from date hereof, and payable on the same date of each succeeding calendar month thereafter until paid in full, provided that all principal and interest not sooner paid shall become due and payable fifteen (15) years from date hereof, each said monthly installment payment when received shall be applied by the Lessor hereof, first to accrued interest to the date of the receipt of said payment, and the balance of said payment, if any, on the account of principal, said payments to be made at the domicile of Lessor in the City of Denham Springs, Louisiana, or at the office of the Livingston State Bank & Trust Company, Denham Springs, Louisiana, unless and until Lessor shall change the place of payments.

(4) Option to Purchase: That in consideration of the rental herein reserved and the covenants and conditions contained herein, the Lessor does hereby give and grant unto Lessee the right and option to purchase the hereinabove described property and facility at any time and for a total purchase price equal to pay off the outstanding balance owed by Lessor on said property to Livingston State Bank & Trust Company and Small Business Administration, plus the portion of monies injected by the Lessor in the purchase of and construction of the aforedescribed property and facility. If this option is exercised, the Lessor agrees to convey the property to Lessee by a good and sufficient warranty deed evidenced by a policy of title insurance, which policy shall be paid for by Lessee, showing the property to be free and clear of all liens and encumbrances, excepting only with respect to special improvement assessments.

(5) Option to Renew: The Lessor does hereby give and grant to the Lessee the right and option to renew this lease at the expiration thereof for such additional period and under such terms and conditions as may then be agreed upon by the parties hereto. The Lessor further agrees that the monthly rental for such additional period shall not exceed the monthly rental in this lease. Should the Lessee desire to exercise this option it shall so advise Lessor, in writing, at least ninety (90) days in advance of the expiration of this lease agreement, and unless so done, this option shall expire. Unless the parties are able, within thirty days prior to the expiration of this lease agreement, to agree on the terms and conditions of a renewal lease, this option shall automatically expire.

(6) Use of Premises: The Lessee agrees at all times to use said leased premises for the purpose of manufacturing thereon and distributing therefrom various products manufactured by Lessee, and for no other purposes without the written consent of Lessor herein. In this connection Lessee agrees to conform strictly with the laws of the State of Louisiana, and all ordinances and regulations of the Livingston Parish Police Jury, and not to engage in nor allow any business or occupation to be carried on in or about the premises that is forbidden by law. The Lessee further agrees that it will not use the demised premises or permit the use of same in an offensive, noisy or dangerous manner and that it will at all times maintain and conduct its business in a lawful manner and in compliance with all laws, rules, and regulations of any governing body. The Lessor on its part agrees that it will not permit adjoining premises under its control to be used in an offensive, noisy or dangerous manner, or in a manner that will unduly interfere with the operations of the Lessee on the property hereinabove described.

(7) Responsibility: The Lessee expressly covenants and agrees that it will not during the term hereof, suffer nor permit any liens or lien to be attached to or upon the demised premises, or any portion thereof, by reason of any act or omission on its part, and hereby expressly agrees to save and hold harmless the Lessor from or against any such lien or claim of lien. The Lessee further agrees to hold the Lessor free and harmless from any loss, judgment or encumbrance created or suffered by the Lessee and from any and all liabilities, penalties, losses, damages, costs of action, claims or judgments arising from injury to persons or acts, omission or omissions of the Lessee or its employees, agents, servants, or tenants, and growing out of the occupation of the leased premises, and also against all legal costs and charges, including attorney fees, reasonably incurred in and about such matters and the defense of any action arising out of the same or in discharging said premises, or any part thereof, from any and all liens and claim that may be placed thereon for charges incurred by Lessee. It is further agreed that Lessor shall not be liable in any manner, shape or form for injury or damage to any person or persons or property in or upon the leased premises, while the leased premises are in the possession of Lessee its successors or assigns.

The Lessor agrees that the Lessee, having paid said rentals and duly performed all of the obligations herein contained upon the part of the Lessee, shall and may peaceably and quietly have, hold and enjoy said leased premises and the whole thereof, for the full term aforesaid.

(8) Assignment: It is further understood that the Lessee may not, without the written consent of the Lessor and Small Business Administration, assign, sub-lease, or otherwise diminish or transfer its rights, or any portion thereof, hereunder or permit same to be transferred by voluntary or involuntary acts by operation of law or other means; and that in the event the rights of Lessee shall be so lessened or their obligations in any way affected, Lessor may at its option terminate this lease agreement; and all rental due and all damages and losses suffered by it by virtue of such termination shall be secured by a contract lien

upon all property of the Lessee brought upon said premises. In the event that any proceedings under the Bankruptcy Act, or any amendment thereto be commenced by or against Lessee, or in the event Lessee be adjudged insolvent or make an assignment for the benefit of its creditors, or if a Writ of Execution be levied upon the business of Lessee conducted or the assets thereof situated on the demised premises, or on the leasehold estate created hereby, and such writ not be discharged within fifteen days thereafter, this lease, at the option of the Lessor, shall immediately cease and terminate, and shall in no wise be treated as an asset of Lessee after the exercise of the aforesaid option, and Lessor shall have the right after the exercise of the aforesaid option to forthwith enter and repossess themselves of said premises as of the original estate.

(9) Right of Re-purchase: It is understood and agreed between Lessee and Lessor, that, in the event, Lessee desires to sell the aforescribed property after exercising its purchase option, the Lessor herein shall first be given the right to re-purchase said property at the price for which said property is to be sold by the Lessee, with a reasonable time within which to effect said sale.

(10) Conditions and Maintenance: The Lessee agrees to pay promptly, before same becomes delinquent, or past due, all expenses and charges for light, heat, water, sewer disposal, garbage service, and all other utilities and services used on said premises and to do nothing which will increase the fire hazard or affect the fire insurance rates of the Lessor.

The Lessor agrees during the term hereof, at its own expense to keep in good order and repair the entire leased premises and all improvements thereon, and upon termination of this lease to deliver the premises to the Lessor in as good condition as upon the commencement of the term hereof, reasonable wear and tear and damage excepted.

(11) Damages by fire: In the event said premises shall be damaged or destroyed by fire or other casualty to the extent of fifty (50%) per cent or more of the then value of the improvements, and then Lessor may terminate this lease agreement, in which event all rights of the parties hereto shall thereupon terminate. In the alternative, the Lessor may elect to rebuild and in the event Lessor elects to rebuild said building or buildings, it shall promptly give notice to Lessee to that effect, and rental shall be abated during the period of such repair or rebuilding to the extent that the Lessee shall be deprived of the use and occupancy of the premises. Under the above conditions, in determining whether or not Lessor shall rebuild or repair said building or buildings, Lessor shall be under the obligation only of acting in good faith. In the event the premises shall be damaged by fire or other casualty to an extent less than fifty (50%) per cent of the then value of the improvements, without any fault on the part of Lessee, the Lessor shall promptly repair all damage and restore the leased premises to their condition just prior to the damage, and

rental shall be abated during the period of such repairs to the extent that Lessee shall be deprived of the use and occupancy of the premises. Under no circumstances shall the Lessor be obligated to repair or replace any property of Lessee damaged or destroyed on the premises.

(12) Taxes: The Lessee agrees to pay all State, County, and other taxes and assessments on the leased land and the improvements thereon, together with all taxes and assessments on the fixtures and equipment, merchandise, and all personal property installed or maintained on said leased premises, together with all sales taxes imposed on the Lessor by the State of Louisiana on rentals received by the Lessor pursuant to this agreement.

(13) Insurance: Lessee agrees to pay the cost of fire and extended coverage insurance which Lessor shall procure in a responsible insurance company and maintain in force and at all times during the term of this agreement, in the full amount of the cost of the buildings and contents, less reasonable depreciation. Payment of the premiums on such insurance as they become due shall be made by Lessee within ten days after notification by Lessor that a premium payment is due.

(14) Special conditions: It is understood that any waiver expressed or implied by the Lessor or the Lessee of any breach of this lease, or any term, condition or promise therein contained, shall not be construed to be a waiver of any subsequent breach of the same or of any other term, condition or promise contained herein, except as to the particular installment of rent so paid and accepted. It is agreed that time is of the essence of this agreement and this lease and the obligations and covenants herein shall be binding upon the parties hereto, their successors and assigns.

Should Lessee at any time violate any of the conditions of this lease, or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in any such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease without putting Lessee in default, it being understood that the foregoing provisions of this lease agreement are cumulative rather than restrictive upon the rights of the Lessor.

All notices to be given to the Lessor hereunder shall be given to it at Lessor's Post Office address, Box 218, Donham Springs, Louisiana, until some other place shall be designated in writing by the Lessor, and all notices to be given to Lessee hereunder shall be given to it at P. O. Box 15843, Broadview Station, Baton Rouge, Louisiana; until some other place is designated in writing by the Lessee.

All notices shall be deemed to have been given when they are mailed by registered or certified mail, postage prepaid or personally delivered.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed the day and year first above written before the undersigned competent witnesses, and undersigned Notary Public.

WITNESSES:

LIVINGSTON REDEVELOPMENT ASSOCIATION, INC.

Mildred Durbin
MILDRED DURBIN

BY: Jack C. Odom
JACK C. ODOM, PRESIDENT

Darlene Schenk
DARLENE SCHENK

POLYFORM, INC.
BY: Paul G. Carpenter
PAUL G. CARPENTER, PRESIDENT

Erlo J. Durbin
ERLO J. DURBIN, NOTARY PUBLIC

BILL OF SALE AND ASSIGNMENT

199
145

MOUABE PRG DIV 199
141

KNOW ALL MEN BY THESE PRESENTS:

That under date of July 20, 1971, there was made and entered into by and between the LIVINGSTON REDEVELOPMENT ASSOCIATION, INC., a Louisiana non-profit corporation, therein referred to as LESSOR and POLYFORM, INC., a Louisiana corporation, therein referred to as LESSEE, a RENTAL AND LEASE AGREEMENT AND OPTION TO PURCHASE, a copy of which LEASE and an Amendment thereto are attached hereto and made a part hereof; said LEASE and the Amendment thereto having been recorded in COB Book No. 160, Entry No. 82322 and in COB Book No. 183, Entry No. 97587 respectively of the records of Livingston Parish, Louisiana, and being hereinafter collectively referred to as the LEASE.

That for and in consideration of the sum of Three Hundred Thirty-Two Thousand Eight Hundred Sixty-Four Dollars (\$ 332,864.00) in hand paid by ADELL-

COMPOUNDING, INC. a Maryland corporation hereinafter referred to as ASSIGNER to POLYFORM, INC. hereinafter referred to as ASSIGNOR together with the assumption of and agreement by ASSIGNEE to pay off and discharge as the same becomes due and payable the principal balance left remaining unpaid on the following indebtednesses:

2061 DEC 28 AM 10:59

- (i) Note dated January 27, 1972, in the original principal amount of \$193,433.76; plus accrued interest. Livingston Redevelopment Association to Livingston State Bank and Fibernia National Bank, payable at 8% interest, 8 year payout, initial monthly payments of \$2,735.56, (currently \$2,629.53). The ASSIGNOR warrants that the principal balance on said note is not in excess of \$ 70,616.00 as of the effective date hereof.
- (ii) Note dated July 20, 1971, in the original principal amount of \$338,386; plus accrued interest, Livingston Redevelopment Association to Small Business Administration, payable at 5 1/2% interest, 15 year payout, monthly payments of \$2,777.00. The ASSIGNOR warrants that the principal balance on said note is not in excess of \$ 242,880.00 as of the effective date hereof.
- (iii) Note dated July 20, 1971, in the original principal amount of \$84,596; Livingston Redevelopment Association at 6% interest, 15 year payout, monthly payments of \$735.39. Of this amount, \$21,149.00 was loaned to Livingston Redevelopment Association by Polyform, Inc., and the balance was loaned to Livingston Redevelopment Association by the individual stockholders of Polyform, Inc. Polyform, Inc. and the stockholders of Polyform will be repaid as payments are made to Livingston Redevelopment Association. The ASSIGNOR warrants that the principal balance on said note is not in excess of \$ 53,640.00 as of the effective date hereof.

RECORDED
BOOK NO. 145
PAGE NO. 141

JUN 14 1979

CL CLARK

ASSIGNOR does hereby bargain, sell, convey, assign and deliver said LEASE to ASSIGNEE together with all of ASSIGNOR'S right, title and interest, in and to all personal property, facilities and

and encumbrances other than as set forth in Mortgage executed by LIVINGSTON REDEVELOPMENT ASSOCIATION, INC. in favor of the Small Business Administration under date of July 20, 1971, and recorded in A.M. Book 32, Folio 572 of the Official Records of Livingston Parish, Louisiana, and as set forth in Mortgage executed by LIVINGSTON REDEVELOPMENT ASSOCIATION, INC. in favor of Livingston State Bank and Trust Company under date of July 20, 1971, and recorded in Mortgage Book, 96 of the Official Records of Livingston Parish, Louisiana, and as set forth in the first lien of the LIVINGSTON REDEVELOPMENT ASSOCIATION, INC. as set forth in said LEASE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed at the 14th day of June, 1979, to be effective as of the 15th of June, 1979, before the undersigned competent witnesses and undersigned Notary Public.

WITNESSES

POLYFORM, INC.

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

ADELL COMPOUNDING, INC.

[Handwritten signature]

THE LIVINGSTON REDEVELOPMENT ASSOCIATION, INC. joins in the execution of this BILL OF SALE AND ASSIGNMENT so as to give its consent thereto and to warrant that the LEASE is in full force and effect ASSIGNOR having timely paid all monthly rental installments therein provided for and having complied fully with all other terms and provisions of said LEASE.

WITNESSES

LIVINGSTON REDEVELOPMENT ASSOCIATION, INC.

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

COPOLYMER RUBBER & CHEMICAL CORPORATION joins in the execution of this BILL OF SALE AND ASSIGNMENT for the purpose of warranting and representing to ASSIGNEE the accuracy of all statements, representations and warranties made by ASSIGNOR herein.

WITNESSES

COPOLYMER RUBBER & CHEMICAL CORPORATION

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

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143

ADELL PLASTICS, INC. joins in the execution of this BILL OF SALE AND ASSIGNMENT for the purpose of guaranteeing performance of the obligations and responsibilities imposed upon ADELL COMPOUNDING, INC. under the terms hereof.

WITNESSES

ADELL PLASTICS, INC.

[Signature]
[Signature]

Arthur F. Dell...

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 14th day of June, 1979, before me,

the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared D. H. Neufeld, appearing herein in his capacity as the Vice President of Polyform, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]
[Signature]

[Signature]
[Signature]
NOTARY PUBLIC

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STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 14th day of June, 1979, before me the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Arthur F. Dallheim, appearing herein in his capacity as the President of Adell Compounding, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]
[Signature]

Arthur F. Dallheim
[Signature]
NOTARY PUBLIC

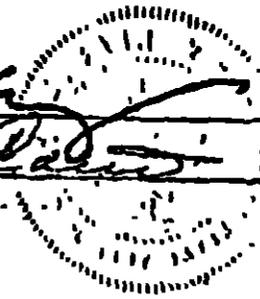
STATE OF LOUISIANA
PARISH OF East Baton Rouge

BE IT KNOWN; that on this 13th day of June, 1979, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared C. E. McKay, appearing herein in his capacity as the President of Copolymer Rubber & Chemical Corporation, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]
[Signature]

[Signature]
[Signature]
NOTARY PUBLIC



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203
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STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 14th day of June, 1979, before me the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Jack C. Odom, appearing herein in his capacity as the President of Livingston Redevelopment Association, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]
[Signature]
Jack C. Odom
[Signature]
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 14th day of June, 1979, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Arthur F. Dellheim, appearing herein in his capacity as the President of Adell Plastics, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]
[Signature]
Arthur F. Dellheim
[Signature]
NOTARY PUBLIC

EDWARD E. EVANS & ASSOCIATES, INC.

2007 DEC 28 AM 11:00

BLINDY CREEK

LOUISIANA CENTRAL RAILROAD

VEGETATION

CONCRETE

UNIDENTIFIED STRUCTURE

3" DIA. ALUMINUM - 2500 AS

40' WIDE

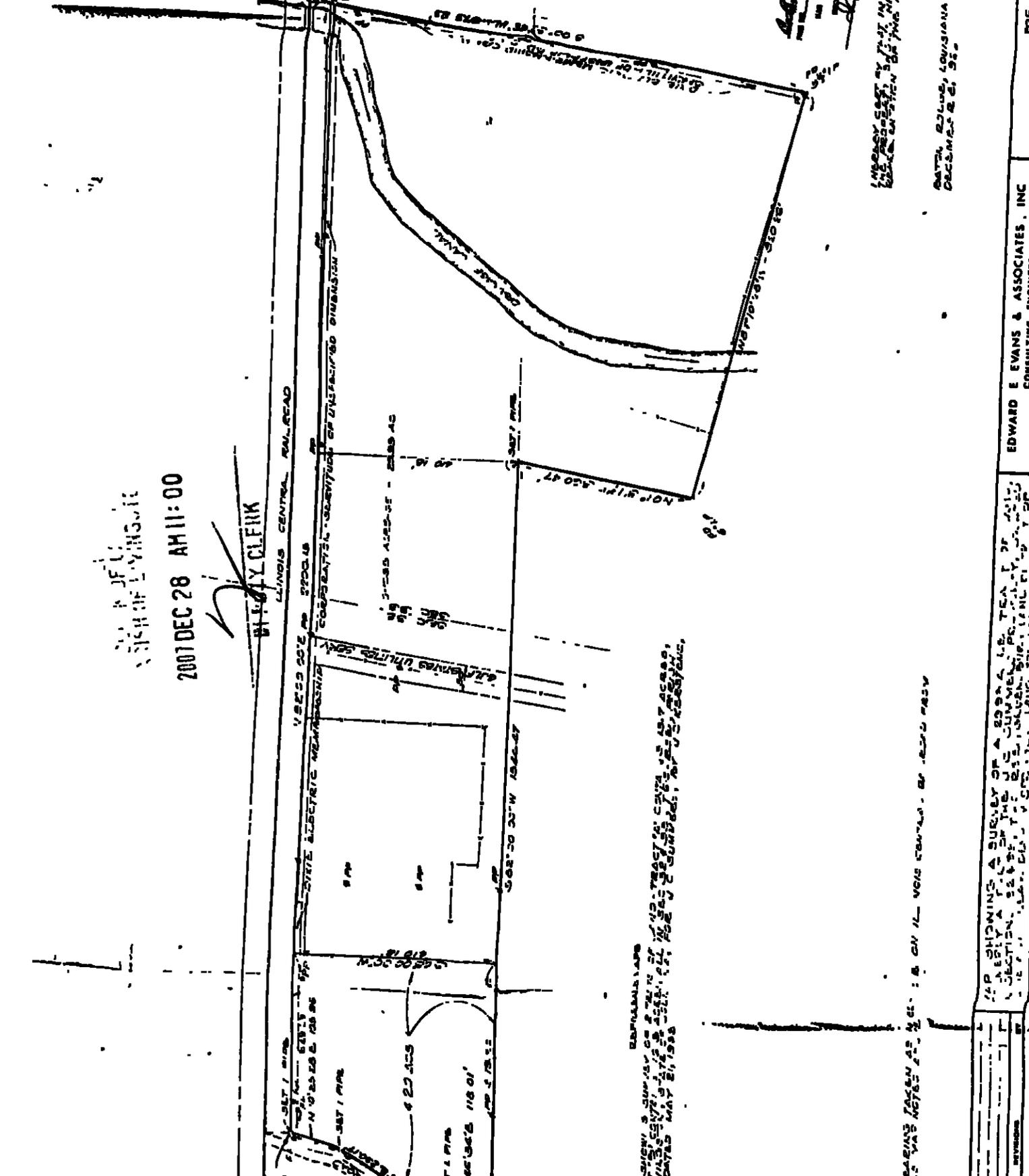
NO. 1 PIPE 450 FT.

300' WIDE

500' x 20' W. ROADWAY

6" DIA. PIPE

4" DIA. PIPE



8-22-07

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the State of Louisiana, this 28th day of December, 2007.

Edward E. Evans
 EDWARD E. EVANS
 CIVIL ENGINEER

APPROVED BY: *Edward E. Evans*
 EDWARD E. EVANS
 CIVIL ENGINEER



EDWARD E. EVANS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 SUITE 1000 MONROE, LOUISIANA
 DECEMBER 28, 2007

EDWARD E. EVANS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 SUITE 1000 MONROE, LOUISIANA

THIS DRAWING IS THE PROPERTY OF EDWARD E. EVANS & ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SECTION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EDWARD E. EVANS & ASSOCIATES, INC.

NO.	REVISION

WILSON STEEL

EDWARD E. EVANS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 SUITE 1000 MONROE, LOUISIANA

EDWARD E. EVANS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 SUITE 1000 MONROE, LOUISIANA

EDWARD E. EVANS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 SUITE 1000 MONROE, LOUISIANA

311

COB 178
311

Original _____ Bonds _____

C A S E S A L E

STATE OF LOUISIANA

On this 5th day of April, 1973, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared:

THE WILSON STEEL COMPANY, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, State of Louisiana, herein represented by its duly authorized President, A. J. Loup, Jr., acting pursuant to the attached resolution,

herein called **SELLER**, whose permanent mailing address is declared to be Sorrell and Neosha Avenue, Baton Rouge, Louisiana, who declared that for the price of **FIFTEEN THOUSAND THREE HUNDRED FORTY-TWO AND 50/100 (\$15,342.50) DOLLARS**, cash, receipt of which is acknowledged, **SELLER** hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty **SELLER** may have, unto:

MARCH CHEMICAL CO., INC., a Louisiana corporation domiciled in East Baton Rouge Parish, State of Louisiana, herein represented by its duly authorized President, Stafford Palombo,

herein called **BUYER**, whose permanent mailing address is declared to be 1464 Sierra Vista, Baton Rouge, Louisiana, the following described property the possession and delivery of which **BUYER** acknowledges:

A certain tract or parcel of land containing 3.23 acres including all buildings and improvements thereon and subject to all rights, ways, privileges and servitudes thereunto appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 32, Township 6 South, Range 3 East, Greensburg Land District of Louisiana as outlined in red on plat of survey made by A. J. Loup, Jr., and being more particularly described as follows:

Begin at a point located at the intersection of the East right-of-way line of the Gulf States Utilities servitude, and the South right-of-way line of the Illinois Central Railroad; thence proceed S 10° 25' 28" W a distance of 105.96 feet; thence proceed S 20° 55' 54" W a distance of 16.53 feet to the point of beginning; thence proceed N 82° E a distance of 390.78 feet to a point and corner; thence proceed S 08° E a distance of 295.18 feet to a point and corner; thence proceed S 82° W a distance of 579.30 feet to the West right-of-way of Eden Church Road to a point and corner, then follow the West right-of-way of Eden Church Road N 31° 46' 34" E a distance of 118.01 feet to a point and corner; then continue along the West right-of-way line of Eden Church Road N 20° 55' 54" E a distance of 233.64 feet to the point of beginning.

Seller does hereby grant to **Purchaser**, its heirs, successors and assigns, the right to tie into Seller's spur track located in the Northwestern corner of Seller's remaining contiguous property shown on the plat attached hereto in blue in the name of The Wilson Steel Company. Seller does further grant unto **Purchaser** a servitude for railroad tracks and railroad passage. Said servitude to run from the Northwestern corner of the Wilson

REC'D
NOTARY PUBLIC
2007 DEC 28 AM 11:00
DEPUTY CLERK

COB BOOK NO. 178
PAGE NO. 311

93600

EXHIBIT

APR 6 1973

April 6, 1973 at 3:45 am



track as encircled in blue on the attached plat and to run in a generally Southwesterly direction over the Wilson tract as encircled in blue on the attached plat to the 3.23 acres sold by Seller to Purchaser in accordance with this Act, and Purchaser will have the right of ingress and egress over the property of Seller and encircled in blue on the attached plat, in order to construct, maintain, and repair trackage to be laid in the servitude.

Purchaser and Seller do hereby establish for their joint use and benefit a servitude for passage, said servitude to be a private servitude for the benefit of the owners of the property covered by the servitude, said servitude hereby established being that servitude on the South boundaries of the property herein conveyed and on the property circled in blue of The Wilson Steel Company, said servitude being 50 feet wide at right-angles from the South property lines in the aforesaid two tracts. The parties hereby agree and bind their heirs, successors and assigns, that the servitude hereby created on the South property lines of their respective properties shall be used solely for motor vehicles and that they shall share, on a pro rata basis determined by measuring the frontage of their property on said servitude, the maintenance cost and cleaning costs incurred in connection with said servitude. The cost of any road turnout desired by any property owner, including the cost of culverts, headwalls, etc., shall be constructed by such owner at his sole expense.

At such time as the Livingston Parish Police Jury agrees to assume the obligation of maintaining and policing said roadway, the parties agree to grant and dedicate the above described servitude for a public road.

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

The certificate of mortgages as required by Article 3364 of the revised Civil Code of Louisiana is dispensed with by the parties. All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto annexed. Taxes for the year of 1973 will be paid by Buyer

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

Thus done, read and passed at my office in Baton Rouge, Parish of East Baton Rouge, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written.

MISSY ADDISON

WITNESSES:

Edna "Red" Clark
Michael Apple

THE WILSON STEEL COMPANY, INC.

By: *J. Loup*
J. LOUP, JR., President

MARCH CHEMICAL CO., INC.

By: *S. Palermo*
STAFFORD PALERMO, President

James E. Jampson
NOTARY PUBLIC



ACT OF CASH SALE	*	UNITED STATES OF AMERICA
	*	
BY	*	
	*	
MARCH CHEMICAL CO., INC.	*	STATE OF LOUISIANA
	*	
TO	*	
	*	
BERCEN CHEMICAL COMPANY, INC.	*	PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this fifth day of October, 1978;

BEFORE ME, a Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

MARCH CHEMICAL CO., INC., a Louisiana corporation, herein appearing through and represented by Stafford Palombo, its President, duly authorized under and by virtue of the unanimous consent of its shareholders and Board of Directors, a certified copy of which consent is annexed hereto and made part hereof, whose mailing address is declared to be P. O. Box 1197, Denham Springs,

Louisiana 70726 (hereinafter "SELLER");

who declared that SELLER does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with full warranty of title and with substitution and subrogation in and to all rights and actions of warranty that SELLER has or may have against all preceeding owners and vendors, unto:

BERCEN CHEMICAL COMPANY, INC., a Rhode Island corporation, herein appearing through and represented by Charles A. Davis, its President, duly authorized, whose mailing address is declared to be 1381 Cranston St., Cranston, Rhode Island 02920 (hereinafter "BUYER");

the following described property, situated in the Parish of Livingston, State of Louisiana, the possession and delivery of which BUYER acknowledges:

1. A certain tract or parcel of land containing 3.23 acres including all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 32, Township 6 South, Range 3 East, Greensburg Land District of Louisiana as outlined in red on a plat of survey made by A. J. Loup, Jr., and being more particularly described as follows:

2007 DEC 26 11:11:00
 DEPT. OF REVENUE
 STATE OF LOUISIANA

Begin at a point located at the intersection of the East right-of-way line of the Gulf States Utilities servitude, and the South right-of-way line of the Illinois Central Railroad; thence proceed S 10° 25' 28" W a distance of 105.96 feet; thence proceed S 20° 55' 54" W a distance of 16.53 feet to the point of beginning; thence proceed N 82° E a distance of 390.78 feet to a point and corner; thence proceed S 08° E a distance of 295.18 feet to a point and corner; thence proceed S 82° W a distance of 579.30 feet to the West right-of-way of Eden Church Road to a point and corner, then follow the West right-of-way of Eden Church Road N 31° 46' 34" E a distance of 118.01 feet to a point and corner; thence continue along the West right-of-way line of Eden Church Road N 20° 55' 54" E a distance of 233.64 feet to the point of beginning.

Seller expressly includes herein all other rights and servitudes created or acquired by the act of Cash Sale recorded in COB 178, page 311, Entry No. 93,600, Livingston Parish, including, but not limited to, the right granted to BUYER, its heirs, successors, and assigns, to tie into the spur track located on the northwestern corner of the contiguous property now or formerly owned by The Wilson Steel Company, Inc., the servitude for railroad tracks and railroad passage, the right of ingress and egress over the property now or formerly owned by The Wilson Steel Company, Inc. in order to construct, maintain and repair trackage to be laid in said servitude, and the servitude of passage on the south boundaries of the property herein conveyed and on the property of The Wilson Steel Company, Inc., being fifty feet (50') wide at right angles from the south property lines in the aforesaid two tracts, all as are more fully described in said Cash Sale recorded in COB 178, page 311, Entry No. 93,600, Livingston Parish, Louisiana.

Being the same property acquired by SELLER from The Wilson Steel Company, Inc. by act of Cash Sale recorded in COB 178, page 311, Entry No. 93,600, of the Official Records of Livingston Parish, Louisiana.

2. A certain tract or parcel of land containing .97 acres including all buildings and improvements thereon and subject to all rights, ways, privileges and servitudes thereunto appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 32, Township 6 South, Range 3 East, Greensburg Land District of Louisiana, shown on a plat of survey made by A. J. Loup, Jr., which is attached to the Exchange recorded in COB 178, page 288, Entry Number 93,601, Livingston Parish, and paraphrased for identification therewith, and being more particularly described as follows:

Begin at a point located at the intersection of the East right-of-way line of Gulf States Utilities Company servitude and the South right-of-way line of the Illinois Central Railroad which is the POINT OF BEGINNING.

Thence proceed N 82° E a distance of 349.29 feet to a point and corner; thence proceed S 08° E a distance of 115.00 feet to a point and corner; thence proceed S 82° W a distance of 390.78 feet to the West right-of-way line of Eden Church Road; thence proceed along the West right-of-way line of Eden Church Road N 20° 55' 54" E a distance of 16.53 feet to a point and corner; thence proceed along the West right-of-way line of Eden Church Road N 10° 25' 28" E a distance of 105.96 feet to the POINT OF BEGINNING.

Said property being subject to a utility servitude of unspecified dimensions in favor of Dixie Electric Membership Corporation extending over and across the northerly side of said property and running parallel and adjacent to the northerly boundary thereof.

Being the same property acquired by March Chemical Co., Inc. from John M. Fairbanks by act of Exchange recorded in COB 178, page 313, Entry No. 93,601, of the Official Records of Livingston Parish, Louisiana.

3. All equipment, machinery, fixtures, structures and facilities, whether movable or immovable, located on the above described tracts or parcels of land.
4. Any and all other property, rights and benefits owned by SELLER, whether movable or immovable, tangible or intangible, and wherever located.

TO HAVE AND TO HOLD the above described property unto BUYER, its successor and assigns, in full ownership forever.

This sale and conveyance is made and accepted for and in consideration of sum of SIX HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$610,000.00), cash, which BUYER has well and truly paid in ready and current money to SELLER, who hereby acknowledge the receipt thereof and grants full acquittance and discharge therefor. The total sales price, at the option of BUYER, may be allocated among the land, improvements and other movable and immovable property and rights herein conveyed.

And now, intervening herein for the purposes more fully set forth hereinbelow come:

STAFFORD PALOMBO, married to and residing with Peggy Ann LeBlanc, born LeBlanc, of the full age of majority and domiciled in East Baton Rouge Parish, Louisiana, whose permanent mailing address is declared to be 1464 Sierra Vista Drive, Baton Rouge, Louisiana 70815;

and

ROBERT E. FARMER, married to and residing with Catherine Langford Martin, born Martin, of the full age of majority and domiciled in East Baton Rouge Parish, Louisiana, whose permanent mailing address is declared to be 12345 Warwick Avenue, Baton Rouge, Louisiana 70815.

SELLER, PALOMBO and FARMER do hereby jointly and severally and in solido nant and agree, as part of the consideration for this sale and conveyance and for ment therefor, that neither they, whether individually or together, nor any person persons controlling SELLER, including but not limited to PALOMBO and FARMER, shall period of five (5) years from the date of this Act, compete with BUYER, its succes assigns, in any manner whatsoever, by participating in any manner whatsoever in an business which is substantially similar to the business conducted by SELLER within twenty-four (24) months preceeding the date of this Act, whether directly or indir or individually or together, or as a member or an employee of a partnership or joint venture, or as an employee, officer, shareholder or director of a corporation other BUYER, or as a consultant or advisor to anyone other than BUYER, including, but not limited to, the manufacture or marketing of any product or products of the type man factured or marketed by SELLER within the twenty-four (24) months preceeding the da this Act, in the following geographical areas of the business of SELLER being conve hereby and by said Act executed contemporaneously herewith, namely, in the States c Arkansas, Louisiana, South Carolina and Texas, and they do further agree and admit covenants and agreements contained in this paragraph are of the essence of said sa and conveyance, and that any breach thereof will cause irreparable injury to BUYER, successors and assigns, and that, accordingly, the terms and conditions of this par graph shall be enforceable by way of injunction.

SELLER, PALOMBO and FARMER do hereby jointly and severally and in solido covenant and agree that PALOMBO and FARMER have each, contemporaneously herewith, executed an Employment Contract with Bercen Chemical Company, Inc. and that the negotiations for each of said Employment Contracts was conducted simultaneously with negotiations for the sale of the property conveyed hereby and by the Act of Cash Sa executed contemporaneously herewith before John L. Glover, Notary Public in and for Parish of East Baton Rouge, State of Louisiana, by SELLER, PALOMBO, FARMER and BUYER and that each of said Employment Contracts and the covenants not to compete and othe terms and conditions contained in each are incidents of and are ancillary to the sal of the property conveyed hereby and conveyed by said Act of Cash Sale executed con- temporaneously herewith.

Without in any way detracting from or minimizing the foregoing, but in order to better serve said covenants not to compete and other terms and conditions contained therein and in each of said Employment Contracts, and for BUYER'S greater protection SELLER, PALOMBO and FARMER hereby name and appoint Lawrence R. Anderson, Jr.,
1976 Wooddale Blvd., Baton Rouge, La. 70806
as the Agent and Attorney-in-Fact of each on whom all legal notices and process of law in connection with any legal proceedings that may be brought for the enforcement of obligations of each hereunder and under each of said Employment Contracts, particularly but not limited to said covenants not to compete, in the Courts of the State of Louisiana or in any Federal District Court located in the State of Louisiana may be served, with the same force and effect as if such legal notices or process of law were served either or both of appearers personally, and the said Agent is fully authorized to receive and accept such services on behalf of each appearer.

The parties and intervenors hereto further stipulate that BUYER is not obligated to assume or become liable for any of SELLER'S liabilities, obligations or commitments of any kind whatsoever, but should BUYER decide later to assume any such liability, obligation or commitment, such assumption by BUYER of any liability, obligation or commitment of SELLER in connection with any of the property or rights conveyed hereby is not intended to create, nor shall it create, any vendor's lien or privilege, resolatory condition or stipulation pour autrui.

BUYER assumes the payment of the ad valorem taxes on said property for the current year.

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

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

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid.

THUS DONE AND PASSED in Baton Rouge, Louisiana, on the day, month, and year first written, in the presence of me, Notary, and the undersigned competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

Guy W. Smith
Lester R. Anderson, Jr.

MARCH CHEMICAL CO., INC.

By [Signature]
Stafford Palombo, President

[Signature]
Stafford Palombo, Individually

[Signature]
Robert E. Farmer, Individually

BERCEN CHEMICAL COMPANY, INC.

By [Signature]

John L. Glover
Notary Public

GENERAL NOTES

1. The original survey of this tract is the property of Wilson Steel Co. and is shown on the plat of the Illinois Central Railroad, located in Section 32, T6S-R3E, G.L.D., Livingston Parish, Louisiana. The plat is recorded in the Public Land Office, Livingston Parish, Louisiana, under Record No. 1110 South Bayou Ave. The plat is recorded in the Public Land Office, Livingston Parish, Louisiana, under Record No. 1110 South Bayou Ave. The plat is recorded in the Public Land Office, Livingston Parish, Louisiana, under Record No. 1110 South Bayou Ave.

REFERENCES

1. Plat showing Wilson Steel Co. Property, dated 6-1-78, by A.T. Cook, Jr., C.E.

FLOOD CONCERNS

1. The area shown on this plat is not subject to flooding as shown on the Flood Hazard Insurance Study, dated 8-21-90, for the property. The area shown on this plat is not subject to flooding as shown on the Flood Hazard Insurance Study, dated 8-21-90, for the property.

STARTING POINT

The intersection of the section 32/4 of the Illinois Central Railroad with the section 32/4 of the Illinois Central Railroad.

CONCRETE

The concrete shown on this plat is not subject to flooding as shown on the Flood Hazard Insurance Study, dated 8-21-90, for the property.

TRUCK SCALE

The truck scale shown on this plat is not subject to flooding as shown on the Flood Hazard Insurance Study, dated 8-21-90, for the property.

MARCH CHEMICAL CO

(NOW OR FORMERLY)

J.C. SUMMERS ROAD

(50' R/W)

POLYFORM, INC

(NOW OR FORMERLY)

5.41 ACRES

(CALLED 6.35 ACRES)

WILSON STEEL CO. PROPERTY

FORMERLY BEING THE

MAP SHOWING SURVEY OF

A CERTAIN 5.41 ACRE TRACT, CALLED

6.35 ACRES, FORMERLY BEING THE

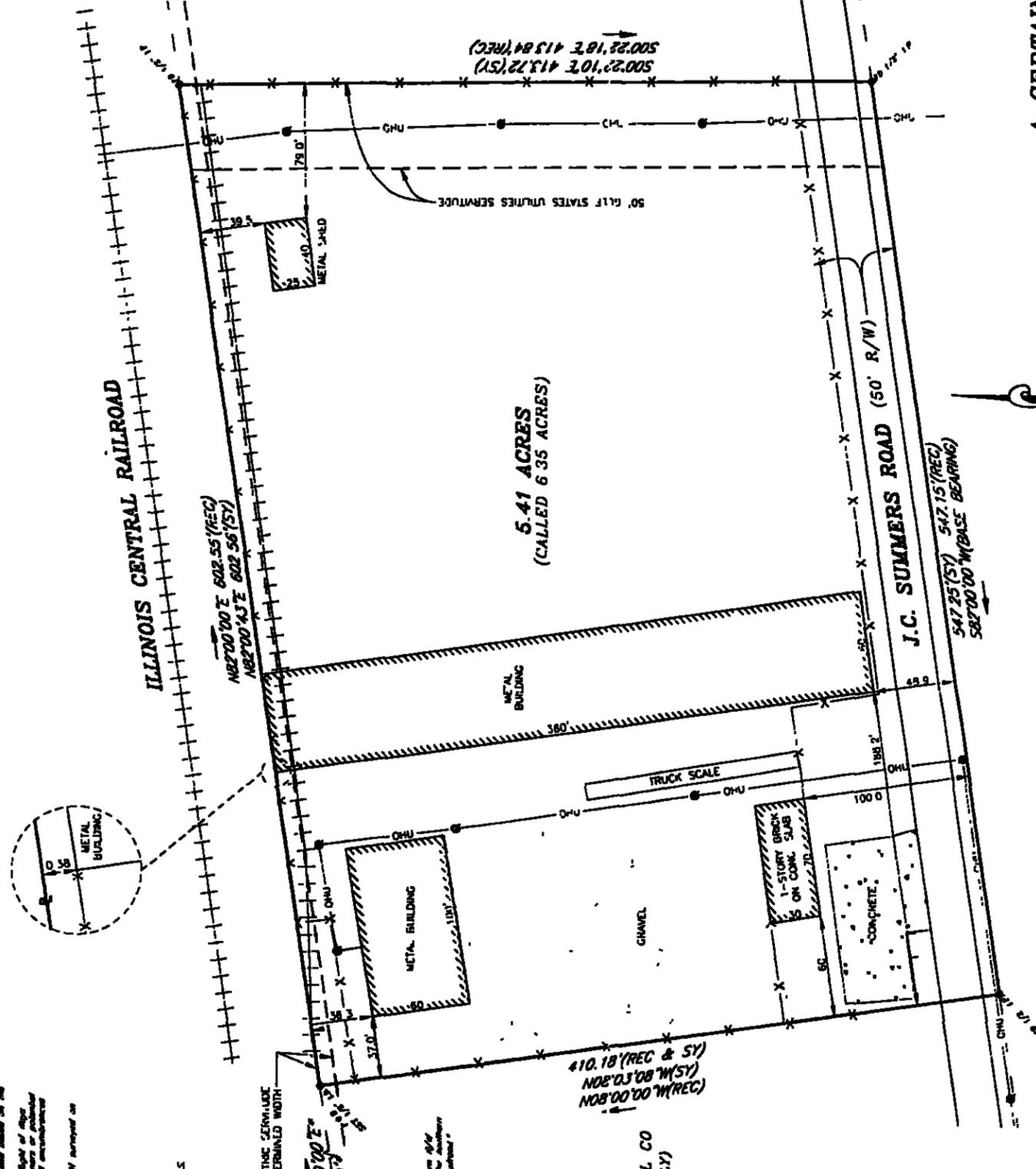
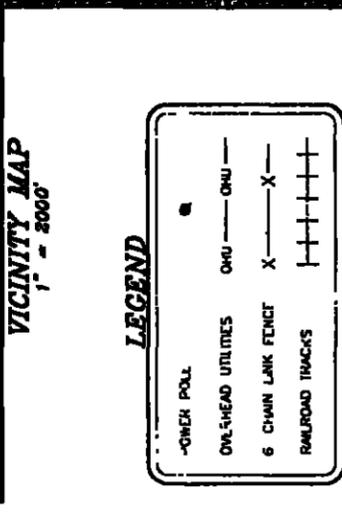
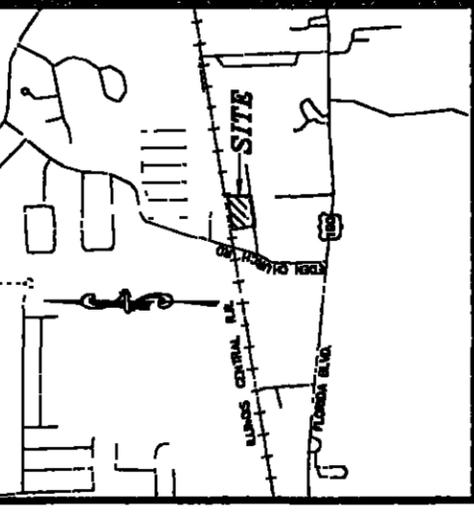
WILSON STEEL CO. PROPERTY

LOCATED IN SECTION 32, T6S-R3E, G.L.D.,

LIVINGSTON PARISH, LOUISIANA

FOR

ASH BRO



22-1	63-65	DL	A.S	AJS	CND
FB	PCS	PC	CNC	UNG	CND

REPORT
2001 DEC 28 AM 10:57
ALVIN FAIRBURN, JR., P.L.S.
DATE: JANUARY 30, 2007
FILE: "ASH BRO"



ALVIN FAIRBURN, JR., P.L.S.
DATE: JANUARY 30, 2007
FILE: "ASH BRO"

ALVIN FAIRBURN & ASSOCIATES, LLC
CONSULTING ENGINEERS-DESIGNERS
LAND SURVEYORS-LAND PLANNERS
1110 SOUTH BAYOU AVE
SENIOR SPRINGS, LOUISIANA 70565 1515
JOB NO. AD/0000-14

18-14034
9-7-66

THIS AGREEMENT, dated this 7th day of September, 1966, by and among ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the "Railroad Company", LIVINGSTON REDEVELOPMENT CORPORATION, party of the second part, hereinafter called the "Owner", whose post office address is P. O. Box 532, Denham Springs, Louisiana, and WILSON STEEL COMPANY, INC., party of the third part, hereinafter called the "Tenant", whose post office address is Denham Springs, Louisiana,

ORIGINAL
THIS DOCUMENT MUST NOT BE TAKEN FROM I. C. R. R. CO. ARCHIVES

83342

OFFICE OF SECRETARY
ILLINOIS CENTRAL RAILROAD CO.
CHICAGO, ILLINOIS

WHEREAS, Railroad Company shall construct, or has constructed, a certain track, hereinafter called the "Track", as shown by the red line on the blueprint attached hereto and made a part hereof, to serve certain premises which Owner has demised to Tenant at Denham Springs, Louisiana, and the parties hereto desire to enter into an agreement setting forth their rights and obligations in connection with the construction, operation, ownership and maintenance of the Track;

NOW, THEREFORE, it is agreed as follows:

1. Owner, at its sole cost, shall provide all the ground required for the construction, operation, maintenance and use of the Track in case and insofar as the Track extends beyond the property of the Railroad Company, and Owner agrees to protect, indemnify and save harmless the Railroad Company from and against any and all claims, demands and causes of action of any person whomsoever and all cost or expense incident thereto, which may be sustained or incurred by Railroad Company arising from or growing out of the lack of or failure of title of Owner to said ground. Owner shall

EXHIBIT
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also pay all charges and assume all obligations which may be imposed by proper authority as a result of the operation, maintenance and use of the Track.

2. Railroad Company shall be the owner of that portion of the Track from point of switch to right of way line and Owner shall be the owner of that portion of the Track from right of way line to end, and Railroad Company and Owner hereby grant to Tenant the right to use the Track for the transaction of its business at the aforesaid location.

3. Owner shall maintain that portion of the Track from clearance point to end in a condition which in the judgment of the Chief Engineer of the Railroad Company or his authorized representative will safely and satisfactorily accommodate the equipment to be operated thereover by Railroad Company, provided, however, that if any portion of the Track to be maintained by Shipper is located upon property of Railroad Company, maintenance of said portion of the Track shall be performed by Railroad Company at the cost and risk of Owner. In the event Owner shall fail to fulfill the obligation of maintenance imposed upon it, Railroad Company shall be under no obligation to operate thereover while such condition shall exist, nor shall Railroad Company be liable for any loss, cost, damage or expense sustained or incurred by Owner or Tenant as a result thereof. Railroad Company shall have the right but not the duty in the event Tenant fails to fulfill the obligation of maintenance imposed upon it to make all necessary repairs at the cost and risk of Tenant.

At the written request of Owner and provided the labor and material are available, Railroad Company shall maintain that portion of the Track from clearance point to end at the cost and risk of Tenant.

"Cost", as referred to in this Section 3, shall include, but not be limited to, the cost of labor plus 10% to cover supervision and use of tools, cost of materials plus 15% to cover freight charges and cost of handling, and in addition, the term "cost" shall include vacation allowance, paid holiday allowance, health and welfare allowance, premium for workmen's compensation, public liability, and property damage insurance, taxes payable by the Railroad Company under the Railroad Retirement and Unemployment Insurance Acts, and under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of such maintenance, as the case may be.

9-7-66

4. Railroad Company shall maintain, at its expense, that portion of the Track from point of switch to clearance point and shall have sole control of that portion of the Track located upon its property and shall also have the right to use or extend the entire Track for the purpose of serving any other industry or shipper now or hereafter located adjacent to the Track or beyond the premises or plant of Owner and/or Tenant. In such event or in the event Railroad Company shall use the Track for purposes other than serving Tenant, Railroad Company shall make an equitable adjustment of the cost of maintaining the Track.

5. It is understood that the movement of railroad locomotives involves some risk of fire, and the Owner and Tenant assume all responsibility for and agree to indemnify the Railroad Company against loss or damage to property of the Owner and Tenant or to property upon their premises, regardless of railroad negligence, arising from fire caused by locomotives operated by the Railroad Company on the Track, or in its vicinity, for the purpose of serving the Owner and Tenant, except to the premises of the Railroad Company and to rolling stock belonging to the Railroad Company or to others, and to shipments in the course of transportation.

Except as otherwise provided in this agreement, each party hereto shall assume liability for loss, damage or injury from any act or omission on its part or that of its employees or agents, to the person or property of any other person or corporation, while on or about the Track, and if any claim or liability other than from fire shall arise from the joint or concurring negligence of two or more of the parties hereto, it shall be borne by them equally.

6. In the event of damage to or destruction of any cars placed on the Track for loading or unloading by the Tenant while on the Track, whether due to the improper use of said cars by Tenant, or Tenant's agents or employees, or to fire not originating from the locomotives of the Railroad Company, or to any other cause, unless the same be the result of the negligence of the Railroad Company, its agents or employees, Tenant shall pay to the Railroad Company the loss due to such damage to or destruction of such car or cars.

7. The Railroad Company shall not be liable for any goods, articles or property of any description that may be shipped by the Tenant over the Track until and unless the car or cars containing such goods, articles or other property shall have been tendered to the Railroad Company for removal and transportation

and shipping directions given, nor shall the Railroad Company be liable or responsible for any goods, articles or other property of any description whatsoever delivered by it on the Track after the car or cars containing the same is or are placed on the Track.

8. Neither Owner nor Tenant shall erect or maintain, or allow to be erected, maintained or to exist, any building, structure or physical obstruction of any kind adjacent to or over said Track at distances less than those prescribed by lawful authority; and in the absence of any such clearances as prescribed by governmental authority, no building, structure or physical obstruction shall be erected, maintained, or allowed to exist within eight and one-half ($8\frac{1}{2}$) feet of the center line of said Track or at a height of less than twenty-three (23) feet above the top of the rails of the Track, except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet (twenty-five (25) feet in the case of wires or cables suspended from messengers) above the top of the rails of said Track. Owner and Tenant will hold and keep harmless the Railroad Company from all liability, loss, damage and cost, including attorneys' fees, for death of or injury to persons, including employees of the parties, or damage to property, including that belonging to the parties, in any manner or degree resulting from or arising out of Owner and Tenant's failure to perform this covenant, regardless of any negligence of the Railroad Company, its agents or employees. Knowledge of or notice to Railroad Company of such failure and its continued operation over the Track thereafter shall not be a waiver of this covenant.

9. Railroad Company agrees to refund to Tenant an amount not to exceed \$6,013.00, which is the cost of constructing that portion of the Track from point of switch to right of way line, in the manner and upon conditions as follows: \$3.00 per carload of freight yielding \$100.00 or more road haul revenue to the Railroad Company delivered or received by it on the Track, provided that the Railroad Company shall not be required to make such refunds for a period longer than five years after the date the Track shall have been completed and ready for use, nor to refund to the Shipper at the end of said five year period the difference, if any, between the aggregate amount of refunds made at said rate per car during said five year period and said sum of \$6,013.00. Said refunds shall be made monthly in the usual course of business.

10. By an Indenture dated November 1, 1949, the Illinois Central Railroad Company has, subject to the terms and conditions

recited in said Indenture (known as the Consolidated Mortgage), assigned and pledged to Guaranty Trust Company of New York, (now known as Morgan Guaranty Trust Company of New York), Trustee, as collateral security, all its right, title and interest in the property covered by this agreement, that under the said Mortgage Indenture the Railroad Company has the right, until default, to possess, use, manage, operate and enjoy the mortgaged premises and to collect, receive and use the rents, issues, tolls, profits and other income thereof, that notice of such assignment and pledge is given pursuant to Section 6.10 of the said Indenture and that the signatures of the parties of the second and third parts to this instrument shall be deemed to be an acknowledgment by such parties of the receipt of such notice.

11. This agreement shall continue in force and effect until the expiration of thirty (30) days after notice in writing shall have been given by any party hereto to the others of its desire to terminate this agreement. This agreement shall run with the land upon which the Track is located and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By *O.H. Zimmerman*
Vice President

LIVINGSTON REDEVELOPMENT CORPORATION

By *Jack C. Odum*
John Pank President

WILSON STEEL COMPANY, INC.

By *A. Hays*
President

APPROVED AS TO	
FORM	
Engineering	<i>T. Kern</i>
Accounting	<i>A. Hodie</i>
Law	<i>E. Wright</i>
EXECUTION	
Law	<i>R. Norander</i>

*Wife
Lun*

18-16246
8-1-73

USER AGREEMENT (SIDETRACK)

THIS AGREEMENT, made as of the 1st day of August 1973, by and among ILLINOIS CENTRAL GULF RAILROAD COMPANY, hereinafter called "Railroad", LIVINGSTON REDEVELOPMENT CORPORATION, hereinafter called "Owner", WILSON STEEL COMPANY, INC., hereinafter called "Industry" and MARCH CHEMICAL COMPANY, whose address is Eden Church Road, Denham Springs, Louisiana 70726, hereinafter called "User";

83342

WITNESSETH:

WHEREAS, on the 7th day of September, 1966 the Railroad, Owner and Industry (or their predecessors) entered into a written contract, covering the construction, ownership, maintenance and operation of a certain track at Denham Springs, Louisiana, being hereinafter called "Sidetrack Agreement" and

WHEREAS, the Sidetrack Agreement is currently in effect between the Railroad, the Owner and the Industry; and

WHEREAS, the User desires to secure permission from the Owner, the Industry and the Railroad to load or unload carload rail shipments on said trackage, which permission the Owner, the Industry and the Railroad are willing to give upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the benefits to each of them accruing, the parties hereto do mutually agree as follows:

1. The User may load or unload its carload rail shipments on the said trackage.
2. The User assumes and agrees to perform and be bound by all of the covenants, provisions and conditions of the Sidetrack Agreement to be kept and performed by the Industry except that the User shall not be obligated to the Railroad for

ORIGINAL
THIS AGREEMENT
FROM I. C. G. R. CO. RECORDS
SEARCHED OF INDEXED
AUG 28 11:00
JULY CLERK

ILLINOIS CENTRAL GULF RAILROAD CO.
DENHAM SPRINGS, LOUISIANA
AUG 28 11:00

EXHIBIT
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18-16246

6-1-73

any part of the cost of constructing or maintaining said trackage as may be required by the Sidetrack Agreement to be paid by the Owner.

3. This agreement shall not relieve the Owner or the Industry of any of its obligations under the Sidetrack agreement, nor shall it otherwise amend the Sidetrack Agreement, except to permit the User to load or unload its carload rail shipments on said trackage, as herein provided.

4. This contract may be terminated by any of the parties hereto upon thirty (30) days' written notice to the other parties of a desire to terminate, and in no event shall it continue in effect beyond the termination of the Sidetrack Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate as of the date first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By J. C. Humbert
Vice President-Operations

LIVINGSTON REDEVELOPMENT CORPORATION

By Frank C. Allen
President

WILSON STEEL COMPANY, INC.

By Charles
President

MARCH CHEMICAL COMPANY

By J. D.
President

APPROVED AS TO FORM	
Materials Management	<u>H. C. Miller</u>
Engineering	<u>J. D. Kern</u>
Accounting	<u>[Signature]</u>
Law	<u>[Signature]</u>
Law	<u>[Signature]</u>



POINT OF SWITCH
 VIS. PROTECTION

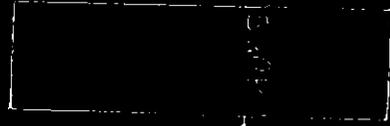
STEEL
 DRIP

OFFICE

PAINT

INTERIOR

EXTERIOR



↑

EXTERIOR SIDE

TO BUILDING...
 MEASURED...
 1/2" LINE

LINE
 1/2" LINE