

**Exhibit H: Copy of the Deed
Industrial Park East**

OFFICE OF
CLERK OF COURT AND EX-OFFICIO RECORDER
PARISH OF CALCASIEU, LOUISIANA

DEAR SIR:

This certifies that there has been received for record an Act of Trustee's deed
from Bankruptcy of Raymond Natali, et al to L.C. Harker & Son
filed for record on the 20 day of April, 19 89, bearing file No. 2020070
recorded in Conveyance Record No. _____ page _____, Mortgage Record No. _____, page _____
Record No. _____, page _____ of the records of the Parish of Calcasieu, State of Louisiana.

Recording fee 62.00

Copy 7.00 chq.

JAMES R. ANDRUS, Clerk of Court

By Carrey Ray

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office (R. S. Section 30 and Act No. 212 of the General Assembly of the year 1920.)

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

IN RE:

RAYMOND NATALI
OLA MAY NATALI

CASE NO. 486-01441-LC-7

* * * * *

STATE OF LOUISIANA :

TRUSTEE'S DEED

PARISH OF CALCASIEU :

BE IT KNOWN that this day, before me, the undersigned Notary Public in and for the Parish of Calcasieu, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared RUDY O. YOUNG, a person of the full age of majority and a resident of Calcasieu Parish, Louisiana, who declared:

That he is the Trustee of the Estate of Raymond Natali and Ola May Natali in proceeding number 486-01441-LC-7 in the United States Bankruptcy Court for the Western District of Louisiana, Lake Charles Division and that after due notice having been given to creditors, by mail, an Order of said Court dated the 4th day of April, 1989, authorizing him, as Trustee, to sell at private sale, the following described property, to-wit:

The E/2 of Section 1 and a portion of the NE 1/4 of Section 12, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being more particularly described as COMMENCE at the NE corner of Section 1, Township 10 South, Range 8 West, thence South 0 degrees 18 minutes East 3544.3 feet along the Section line to SW corner of Section 31, Township 9 South, Range 7 West thence South 0 degrees 10 minutes east along the East line of Section 1 and 12, Township 10 South, Range 8 West, 3241.9 feet, thence West 1946.6 feet to the East right of way line of Southern Pacific Railroad, Lake Arthur Branch, thence North 29 degrees 46 minutes West 1584.1 feet along said East right of way line to the North-South center line of said Sections 12 and 1 to the North line of said Section 1. Thence East 2720.7 feet along the North line of said Section 1 to the point of commencement, being the same property which was acquired by Joe T. Cawthorn by Vendor's Lien Deed dated August 23, 1966 and recorded under Instrument No. 1035309 of the records of Calcasieu Parish, Louisiana, LESS AND EXCEPT THE THREE FOLLOWING DESCRIBED CUT-OUTS:

(1) Commencing at the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; thence East a distance of 100 feet; thence South a distance of 450 feet; thence West a distance of 100 feet to the West line of said Northeast Quarter; thence North a distance of 450 feet to the point of commencement; being the same property conveyed by Raymond Natali, et ux to Tri-State Oil Tool Industries, Inc. by Cash Sale Deed dated August 5, 1981, and recorded under Instrument No. 1671743 of the records of Calcasieu Parish, Louisiana.

AND

(2) A certain tract of land, together with all the improvements thereon, in Sections 1 and 12, Township 10 South, Range 8 West, Southwestern Land District, identified as Parcel No. 14-1, on a white print of a plat of survey, consisting of sheets no. 12, 14, 15, 16, 17 and 18 made by Philip G. Holland, Registered Land Surveyor, dated April 11, 1978, revised, filed in suit number 80-5786 of the records of the 14th Judicial District Court, Parish of Calcasieu, identified as "Exhibit P-2",

said tract being outlined in red and being more particularly described in accordance with the said plat of survey as follows:

Being all that portion of the entire property lying within 60.00 feet to the left or westerly side of the surveyed project centerline, beginning at the southerly property line, the extension of which in an easterly direction would intersect said centerline at Highway Survey Station 286+00; thence extending in a northerly direction at said width of 60.00 feet to a point which point lies 60.00 feet left of said centerline opposite Highway Survey Station 332+00; thence continuing in a northerly direction gradually increasing in width to a point, which lies 70.00 feet left of said centerline opposite Highway Survey Station 333+00; thence extending in a northerly direction at said width of 70.00 feet to the northerly property line which is also the southerly existing right of way line of Old Swift Plant Road, the extension of which in an easterly direction would intersect said centerline at Highway Survey Station 353+53, excluding the existing right of way of State Route La 397 and Old Swift Plant Road, and containing a total net area of approximately 4.23 acres.

AND

(3) The bottom portion previously sold to Texas Eastern Corporation more fully described as follows:

Of that certain 11.0193 acre tract of land located in the East 1/2 of Section 1, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana and being a portion of the tract conveyed to Raymond Natali recorded and described in File No. 1099525 and in Book 1035, Page 107 et seq of Conveyances, Calcasieu Parish, Louisiana, said 11.0193 acres being more particularly described by metes and bounds as follows:

COMMENCING at the occupied northeast corner of the above referenced Natali tract, a D.O.T.D. concrete monument at the intersection of the south right-of-way line of the the Swift Plant Road with the West right-of-way line of Louisiana State Highway 397, said monument being also 30 feet south and 70 feet

west of the southeast corner of T-9-S, R-8-W and the northeast corner of T-10-S, R-8-W;

THENCE South 00 deg. 22 min. 04 sec. East, along the occupied east line of said Natali tract, parallel to and 70 feet west of the common line between R-7-W and R-8-W, a distance of 941.16 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract and the PLACE OF BEGINNING:

THENCE continuing parallel to the common Range line and along said Natali east line as occupied, a distance of 800.00 feet to a 5/8 inch iron rod set for the southeast corner of this described tract;

THENCE South 89 deg. 37 min. 56 sec. West, a distance of 600.00 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 deg. 22 min. 04 sec. West, a distance of 800.00 feet to a 5/8 inch iron rod set for the northwest corner of this described tract;

THENCE North 89 deg. 37 min. 56 sec. East, a distance of 600.00 feet to the PLACE OF BEGINNING and containing 11.0193 acres of land.

The last and highest bidder for the property was the Lake Charles Harbor & Terminal District; and that its bid was accepted and said property was sold to said high bidder and by Order of this Court dated the 4th day of April, 1989, the said sale was confirmed and the Trustee was authorized and directed to make transfer to the said purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, I, the undersigned Trustee of the debtors' estate, by virtue of the title and powers in me vested by the provisions of the United States Bankruptcy Code and by

said Orders of Court authorizing said sale and confirming same and for and in consideration of the sum of ONE MILLION SIX HUNDRED THIRTEEN THOUSAND AND NO/100 (\$1,613,000.00) DOLLARS, cash, receipt whereof is hereby acknowledged, he does by this act and in these presence GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto said purchaser all of the debtors' right, title and interest in and to the above described property.

Said sale is made "as is" without recourse, warranty of guarantee of title of any kind; however, the Trustee does convey all of the debtors' rights of subrogation of all of the debtors' rights and actions in warranty against all preceding owners and vendors.

TO HAVE AND TO HOLD, free and clear of all liens and encumbrances, except real property taxes, if any, and the following superior liens:

N O N E

Property taxes for the year 1988 have been paid and taxes for the year 1989 to be pro rated.

AND NOW, HERETO COMES the Lake Charles Harbor & Terminal District, appearing herein through its duly authorized President, LARRY DEROUEN, who acknowledged that all the terms and conditions set forth in the "Offer to Purchase" dated March 6, 1989, and in the "Order Approving Private Sale" dated April 4, 1989, have been satisfied and/or waived.

THUS DONE AND PASSED in the City of Lake Charles,
Parish of Calcasieu, State of Louisiana, in the presence of the
undersigned competent witnesses and me, Notary Public, on this
20th day of April, 1989.

WITNESSES:

Sharon Edwards
[Signature]

[Signature]
RUDY O. YOUNG, TRUSTEE

BEFORE ME,

[Signature]
NOTARY PUBLIC

THUS DONE AND PASSED, in my office in the City of Lake
Charles, Parish of Calcasieu, State of Louisiana, in the presence
of the undersigned competent witnesses and me, Notary Public, on
this 20th day of April, 1989.

WITNESSES:

Sharon Edwards
Louis Jones

LAKE CHARLES HARBOR &
TERMINAL DISTRICT

BY: [Signature]
LARRY DEROUEN, PRESIDENT

BEFORE ME,

[Signature]
NOTARY PUBLIC

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

COPY

IN RE:

RAYMOND NATALI
OLA MAY NATALI

CASE NO. 486-01441-LC-7

ORDER APPROVING PRIVATE SALE

Considering the Application for Authority to Sell Immovable Property filed herein on March 13, 1989, together with the Notice of Intent to Sell Immovable Property at Private Sale served upon all creditors and parties at interest on March 11, 1989, and filed herein on March 13, 1989, and further considering that no objections having been made to said Notice, it is:

ORDERED, ADJUDGED AND DECREED that RUDY O. YOUNG, Trustee, be and he is hereby authorized to sell upon the terms and conditions set forth hereinbelow unto THE LAKE CHARLES HARBOR & TERMINAL DISTRICT for the sum of ONE MILLION SIX HUNDRED THIRTEEN THOUSAND AND NO/100 (\$1,613,000.00) DOLLARS, cash, the following described property, to-wit:

The E/2 of Section 1 and a portion of the NE 1/4 of Section 12, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being more particularly described as COMMENCE at the NE corner of Section 1, Township 10 South, Range 8 West, thence South 0 degrees 18 minutes East 3544.3 feet along the Section line to SW corner of Section 31,

Township 9 South, Range 7 West thence South 0 degrees 10 minutes east along the East line of Section 1 and 12, Township 10 South, Range 8 West, 3241.9 feet, thence West 1946.6 feet to the East right of way line of Southern Pacific Railroad, Lake Arthur Branch, thence North 29 degrees 46 minutes West 1584.1 feet along said East right of way line to the North-South center line of said Sections 12 and 1 to the North line of said Section 1. Thence East 2720.7 feet along the North line of said Section 1 to the point of commencement, being the same property which was acquired by Joe T. Cawthorn by Vendor's Lien Deed dated August 23, 1966 and recorded under Instrument No. 1035309 of the records of Calcasieu Parish, Louisiana, LESS AND EXCEPT THE THREE FOLLOWING DESCRIBED CUT-OUTS:

(1) Commencing at the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; thence East a distance of 100 feet; thence South a distance of 450 feet; thence West a distance of 100 feet to the West line of said Northeast Quarter; thence North a distance of 450 feet to the point of commencement; being the same property conveyed by Raymond Natali, et ux to Tri-State Oil Tool Industries, Inc. by Cash Sale Deed dated August 5, 1981, and recorded under Instrument No. 1671743 of the records of Calcasieu Parish, Louisiana.

AND

(2) A certain tract of land, together with all the improvements thereon, in Sections 1 and 12, Township 10 South, Range 8 West, Southwestern Land District, identified as Parcel No. 14-1, on a white print of a plat of survey, consisting of sheets no. 12, 14, 15, 16, 17 and 18 made by Philip G. Holland, Registered Land Surveyor, dated April 11, 1978, revised, filed in suit number 80-5786 of the records of the 14th Judicial District Court, Parish of Calcasieu, identified as "Exhibit P-2", said tract being outlined in red and being more particularly described in accordance with the said plat of survey as follows:

Being all that portion of the entire property lying within 60.00 feet to the left or westerly side of the surveyed project centerline, beginning at the southerly property line, the extension of which in

an easterly direction would intersect said centerline at Highway Survey Station 286+00; thence extending in a northerly direction at said width of 60.00 feet to a point which point lies 60.00 feet left of said centerline opposite Highway Survey Station 332+00; thence continuing in a northerly direction gradually increasing in width to a point, which lies 70.00 feet left of said centerline opposite Highway Survey Station 333+00; thence extending in a northerly direction at said width of 70.00 feet to the northerly property line which is also the southerly existing right of way line of Old Swift Plant Road, the extension of which in an easterly direction would intersect said centerline at Highway Survey Station 353+53, excluding the existing right of way of State Route La 397 and Old Swift Plant Road, and containing a total net area of approximately 4.23 acres.

AND

(3) The bottom portion previously sold to Texas Eastern Corporation more fully described as follows:

Of that certain 11.0193 acre tract of land located in the East 1/2 of Section 1, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana and being a portion of the tract conveyed to Raymond Natali recorded and described in File No. 1099525 and in Book 1035, Page 107 et seq of Conveyances, Calcasieu Parish, Louisiana, said 11.0193 acres being more particularly described by metes and bounds as follows:

COMMENCING at the occupied northeast corner of the above referenced Natali tract, a D.O.T.D. concrete monument at the intersection of the south right-of-way line of the the Swift Plant Road with the West right-of-way line of Louisiana State Highway 397, said monument being also 30 feet south and 70 feet west of the southeast corner of T-9-S, R-8-W and the northeast corner of T-10-S, R-8-W;

THENCE South 00 deg. 22 min. 04 sec. East, along the occupied east line of said Natali tract, parallel to and 70 feet west of the common line between R-7-W and R-8-W, a distance of 941.16 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract and the PLACE OF BEGINNING:

THENCE continuing parallel to the common Range line and along said Natali east line as occupied, a distance of 800.00 feet to a 5/8 inch iron rod set for the southeast corner of this described tract;

THENCE South 89 deg. 37 min. 56 sec. West, a distance of 600.00 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 deg. 22 min. 04 sec. West, a distance of 800.00 feet to a 5/8 inch iron rod set for the northwest corner of this described tract;

THENCE North 89 deg. 37 min. 56 sec. East, a distance of 600.00 feet to the PLACE OF BEGINNING and containing 11.0193 acres of land.

TERMS AND CONDITIONS

- 1) The sale is subject to purchaser obtaining a valid, legal and merchantable title to the property.
- 2) All taxes for any years prior to 1989 shall be paid by the Trustee from the proceeds of the sale. Taxes for the year 1989 shall be pro rated as of the date of the closing of the sale.
- 3) The purchase is subject to the property being zoned as "light industrial".
- 4) Sale to include all of the debtors' mineral rights in and to the above described property.
- 5) Physical possession of the property shall be delivered to purchaser upon final close of the sale.
- 6) The attorney for purchaser shall act as the closing attorney upon close of the sale.
- 7) All realtors' commissions, relating to the above described property, as approved by the Court shall be paid by the Trustee from the proceeds of the sale.

- 8) All Court cost associated with obtaining Court approval of the sale shall be the responsibility of the Trustee.
- 9) Such other terms and conditions as set forth in the Offer to Purchase dated March 6, 1989

IT IS FURTHER ORDERED that the Trustee is to convey all of the debtors' rights of subrogation of all of the debtors' rights and actions in warranty against all preceding owners and vendors.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property is to be sold free and clear of all liens and encumbrances, with said liens and encumbrances to attach to the proceeds of this sale.

IT IS FURTHER ORDERED that upon receipt of the cash, the Trustee is hereby authorized and directed to execute and deliver a deed conveying to said purchaser, upon the terms and conditions and for the considerations herein states, all right, title and interest of the above named debtors' estate, in and to the property described hereinabove, said said being made "as is" without recourse, warranty or guarantee of title of any kind.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of Court and recorder of mortgages for the Parish of Calcasieu, State of Louisiana be, and he is hereby authorized and directed to cancel and erase from the records of his office the following liens, mortgages and encumbrances, but only insofar as they may affect the above described property, to-wit:

A mortgage given by Raymond Natali and Ola May Daigle Natali in favor of Cameron State Bank dated September 7, 1984, for the sum of \$500,000.00. Filed for record September 7, 1984, bearing Clerk's File Number 1817163. Recorded September 10, 1984, in Book 1228 of Mortgage, page 324.

A mortgage given by Raymond Natali and Ola May Natali in favor of Cameron State Bank dated April _____, 1985, for the sum of \$625,000.00. Filed for record May 1, 1985, bearing Clerk's File Number 1845775. Recorded May 2, 1985, in Book 1257 of Mortgage, page 351.

A mortgage given by Raymond Natali and Ola May Daigle Natali in favor of Any Future Holder(s) dated March 19, 1986, for the sum of \$400,000.00. Filed for record March 21, 1986, bearing Clerk's File Number 1888077. Recorded in March 24, 1986, in Book 1299 of Mortgage, page 565.

An Assignment of Interest in Law Suit by Calcasieu Marine National Bank of Lake Charles in re: Raymond Natali dated March 19, 1986. Filed for record March 21, 1986, bearing Clerk's File Number 1888078. Recorded March 24, 1986, in Book 1299 of Mortgages, page 572.

THUS DONE AND SIGNED at Alexandria, Louisiana on this 4th day of April, 1989.

S/ H. A. Hunter
HENLEY A. HUNTER
BANKRUPTCY JUDGE

ATTEST: A TRUE COPY
DATE: 4-4 1989
CLERK OF COURT
BY: [Signature]
Deputy Clerk U.S. Bankruptcy Court
WESTERN DISTRICT OF LOUISIANA

RESOLUTION NO. 89-79

A RESOLUTION authorizing the President, Larry R. Derouen, to sign any and all documents necessary in effectuating the purchase of the Raymond Natali property from the bankruptcy court.

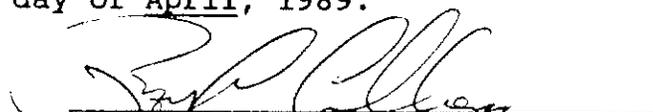
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE CHARLES HARBOR & TERMINAL DISTRICT IN REGULAR SESSION CONVENED THAT:

Section 1: The Board of Commissioners of the Lake Charles Harbor & Terminal District does hereby authorize its President, Larry R. Derouen, to execute any and all necessary documents to finalize the purchase of the Raymond Natali property, particularly the Trustee's Deed, which is attached hereto and made a part hereof as Exhibit "A".

THUS PASSED AND ADOPTED at Lake Charles, Louisiana, on this 10th day of April, 1989.


LARRY R. DEROUEN, President

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Commissioners of the Lake Charles Harbor & Terminal District in regular session convened on this 10th day of April, 1989.


Roy C. Collins, Secretary

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

IN RE:

RAYMOND NATALI
OLA MAY NATALI

CASE NO. 486-01441-LC-7

* * * * *

STATE OF LOUISIANA :

TRUSTEE'S DEED

PARISH OF CALCASIEU :

BE IT KNOWN that this day, before me, the undersigned Notary Public in and for the Parish of Calcasieu, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared RUDY O. YOUNG, a person of the full age of majority and a resident of Calcasieu Parish, Louisiana, who declared:

That he is the Trustee of the Estate of Raymond Natali and Ola May Natali in proceeding number 486-01441-LC-7 in the United States Bankruptcy Court for the Western District of Louisiana, Lake Charles Division and that after due notice having been given to creditors, by mail, an Order of said Court dated the 4th day of April, 1989, authorizing him, as Trustee, to sell at private sale, the following described property, to-wit:

Exhibit "A"

The E/2 of Section 1 and a portion of the NE 1/4 of Section 12, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being more particularly described as COMMENCE at the NE corner of Section 1, Township 10 South, Range 8 West, thence South 0 degrees 18 minutes East 3544.3 feet along the Section line to SW corner of Section 31, Township 9 South, Range 7 West thence South 0 degrees 10 minutes east along the East line of Section 1 and 12, Township 10 South, Range 8 West, 3241.9 feet, thence West 1946.6 feet to the East right of way line of Southern Pacific Railroad, Lake Arthur Branch, thence North 29 degrees 46 minutes West 1584.1 feet along said East right of way line to the North-South center line of said Sections 12 and 1 to the North line of said Section 1. Thence East 2720.7 feet along the North line of said Section 1 to the point of commencement, being the same property which was acquired by Joe T. Cawthorn by Vendor's Lien Deed dated August 23, 1966 and recorded under Instrument No. 1035309 of the records of Calcasieu Parish, Louisiana, LESS AND EXCEPT THE THREE FOLLOWING DESCRIBED CUT-OUTS:

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(2) A certain tract of land, together with all the improvements thereon, in Sections 1 and 12, Township 10 South, Range 8 West, Southwestern Land District, identified as Parcel No. 14-1, on a white print of a plat of survey, consisting of sheets no. 12, 14, 15, 16, 17 and 18 made by Philip G. Holland, Registered Land Surveyor, dated April 11, 1978, revised, filed in suit number 80-5786 of the records of the 14th Judicial District Court, Parish of Calcasieu, identified as "Exhibit P-2",

said tract being outlined in red and being more particularly described in accordance with the said plat of survey as follows:

Being all that portion of the entire property lying within 60.00 feet to the left or westerly side of the surveyed project centerline, beginning at the southerly property line, the extension of which in an easterly direction would intersect said centerline at Highway Survey Station 286+00; thence extending in a northerly direction at said width of 60.00 feet to a point which point lies 60.00 feet left of said centerline opposite Highway Survey Station 332+00; thence continuing in a northerly direction gradually increasing in width to a point, which lies 70.00 feet left of said centerline opposite Highway Survey Station 333+00; thence extending in a northerly direction at said width of 70.00 feet to the northerly property line which is also the southerly existing right of way line of Old Swift Plant Road, the extension of which in an easterly direction would intersect said centerline at Highway Survey Station 353+53, excluding the existing right of way of State Route La 397 and Old Swift Plant Road, and containing a total net area of approximately 4.23 acres.

AND

(3) The bottom portion previously sold to Texas Eastern Corporation more fully described as follows:

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COMMENCING at the occupied northeast corner of the above referenced Natali tract, a D.O.T.D. concrete monument at the intersection of the south right-of-way line of the the Swift Plant Road with the West right-of-way line of Louisiana State Highway 397, said monument being also 30 feet south and 70 feet

west of the southeast corner of T-9-S, R-8-W and the northeast corner of T-10-S, R-8-W;

THENCE South 00 deg. 22 min. 04 sec. East, along the occupied east line of said Natali tract, parallel to and 70 feet west of the common line between R-7-W and R-8-W, a distance of 941.16 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract and the PLACE OF BEGINNING;

THENCE continuing parallel to the common Range line and along said Natali east line as occupied, a distance of 800.00 feet to a 5/8 inch iron rod set for the southeast corner of this described tract;

THENCE South 89 deg. 37 min. 56 sec. West, a distance of 600.00 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 deg. 22 min. 04 sec. West, a distance of 800.00 feet to a 5/8 inch iron rod set for the northwest corner of this described tract;

THENCE North 89 deg. 37 min. 56 sec. East, a distance of 600.00 feet to the PLACE OF BEGINNING and containing 11.0193 acres of land.

The last and highest bidder for the property was the Lake Charles Harbor & Terminal District; and that its bid was accepted and said property was sold to said high bidder and by Order of this Court dated the 4th day of April, 1989, the said sale was confirmed and the Trustee was authorized and directed to make transfer to the said purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, I, the undersigned Trustee of the debtors' estate, by virtue of the title and powers in me vested by the provisions of the United States Bankruptcy Code and by

said Orders of Court authorizing said sale and confirming same and for and in consideration of the sum of ONE MILLION SIX HUNDRED THIRTEEN THOUSAND AND NO/100 (\$1,613,000.00) DOLLARS, cash, receipt whereof is hereby acknowledged, he does by this act and in these presence GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto said purchaser all of the debtors' right, title and interest in and to the above described property.

Said sale is made "as is" without recourse, warranty of guarantee of title of any kind; however, the Trustee does convey all of the debtors' rights of subrogation of all of the debtors' rights and actions in warranty against all preceding owners and vendors.

TO HAVE AND TO HOLD, free and clear of all liens and encumbrances, except real property taxes, if any, and the following superior liens:

N O N E

Property taxes for the year 1988 have been paid and taxes for the year 1989 to be pro rated.

AND NOW, HERETO COMES the Lake Charles Harbor & Terminal District, appearing herein through its duly authorized President, LARRY DEROUEN, who acknowledged that all the terms and conditions set forth in the "Offer to Purchase" dated March 6, 1989, and in the "Order Approving Private Sale" dated April 4, 1989, have been satisfied and/or waived.

THUS DONE AND PASSED in the City of Lake Charles,
Parish of Calcasieu, State of Louisiana, in the presence of the
undersigned competent witnesses and me, Notary Public, on this
_____ day of _____, 1989.

WITNESSES:

RUDY O. YOUNG, TRUSTEE

BEFORE ME, _____
NOTARY PUBLIC

THUS DONE AND PASSED, in my office in the City of Lake
Charles, Parish of Calcasieu, State of Louisiana, in the presence
of the undersigned competent witnesses and me, Notary Public, on
this _____ day of _____, 1989.

WITNESSES:

LAKE CHARLES HARBOR &
TERMINAL DISTRICT

BY: _____
LARRY DEROUEN, PRESIDENT

BEFORE ME, _____
NOTARY PUBLIC