

Exhibit F. LSU Innovation Park Property Deed Report

LSU Property Foundation

Purchase of:

Tracts C-2 & C-3, Secs. 40, 41, 77 & 78,
East Baton Rouge Parish, Louisiana

From:

Steinbach, L.L.C.

CLOSING DOCUMENTS

December 20, 2007

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Roedel Parsons Koch Blache Balhoff & McCollister (225) 929-7033

Buyer's Closing Statement

Buyer(s) LSU Property Foundation, 3838 West Lakeshore Drive, Baton Rouge, LA 70808
 Seller(s) Steinbach, L.L.C., 9185 Highland Road, Baton Rouge, LA 70810
 Lender N/A
 Property Tracts C-2 & C-3, Secs. 77 & 78, T8S, R1E, East Baton Rouge Parish, LA

Closing date 12/20/2007 Proration date 12/20/2007
 Bank 2 - Regions Bank
 Escrow Unit 1 - Roedel Parsons
 Escrow Officer Stephen G. McCollister

	Debit	Credit
Contract Sales Price	6,000,000.00	
Deposits:		
Deposit or earnest money from LSU Property Foundation.....		50,000.00
Title Charges:		
Abstract or title search to Abstracts by Godail, Ltd.....	3,446.00	
Title insurance to Stewart Title Guaranty Co. \$17,945.20.....		
Owner's coverage to Stewart Title Guaranty Co. Liability amount \$6,000,000.00.....	17,945.20	
Recording Fees/Transfer Charges:		
Recording fees: to Roedel Parsons Koch Blache Balhoff & McCollister Deed \$85.00.....	85.00	
Record POA/Cert/Reso to Roedel Parsons Koch Blache Balhoff & McCollister	50.00	
Additional Charges:		
Environmental Fees to Shaw Environmental.....	19,100.00	
Reimbursement (Resub App) to Roedel Parsons Koch Blache Balhoff & McCollister	425.00	
Reimbursement (QLS) to Roedel Parsons Koch Blache Balhoff & McCollister	39.50	
Subtotal:	6,041,090.70	50,000.00
Balance due from Buyer:		5,991,090.70
Totals:	6,041,090.70	6,041,090.70

****2007 Property Taxes to be paid in full by Seller****

Detail data for the closing statement will appear here

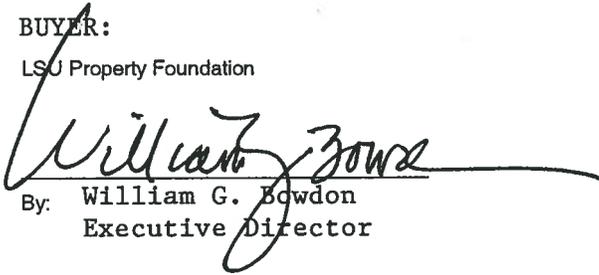
Any customizable text entered here will print above the signature lines

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustment same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

BUYER:

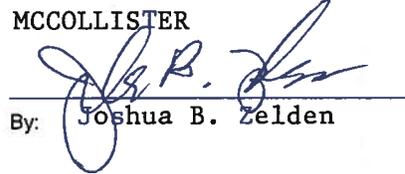
LSU Property Foundation



By: William G. Bowdon
Executive Director

CLOSING AGENT:

ROEDEL PARSONS KOCH BLACHE BALHOFF &
MCCOLLISTER



By: Joshua B. Zelden

Any customizable text entered here will print below the signature lines

CASH SALE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, a Notary Public duly qualified and commissioned in and for the State and Parish aforesaid, and in the presence of the subscribing witnesses, personally came and appeared:

STEINBACH, L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Managers, Dr. Thomas L. Steinbach and Cathryn Frances Steinbach, duly authorized pursuant to a Certificate of Authority on file and of record as Original 553, Bundle 12019, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be 9185 Highland Road, Baton Rouge, Louisiana 70810 (hereinafter referred to as "Seller")

who declared that for the price of **SIX MILLION AND NO/100 (\$6,000,000.00) DOLLARS** cash, receipt of which is acknowledged, Seller hereby sells and delivers without warranty of title, except as to Seller's acts, but with full substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors other than Thomas L. Steinbach, Cathryn Frances Steinbach, Mary Anna Belle Steinbach, Irene Acosta Steinbach and Albert H. Steinbach, Seller may have, unto:

LSU PROPERTY FOUNDATION, a Louisiana non-profit corporation, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Executive Director, William G. Bowdon, duly authorized pursuant to a Resolution of the Board of Directors attached hereto and made a part hereof, who declares its mailing address to be 3838 West Lakeshore Drive, Baton Rouge, Louisiana 70808 (hereinafter referred to as "Purchaser").

here present, purchasing and accepting and acknowledging delivery and possession of the following described property (the "Property"), to-wit:

TWO (2) CERTAIN TRACTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, including, but not limited to, all of Seller's right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property, situated in the Parish of East Baton Rouge, State of Louisiana, in Sections 77 & 78, T8S, R1E, and being designated as **TRACT C-2, containing 52.115 acres, more or less, and TRACT C-3, containing 7.885 acres, more or less**, on a map entitled "Map Showing the Subdivision of Tract C of Chatsworth Plantation Located in Section(s) 40, 43, 77 & 78 T-8-S R-1-E Greensburg Land District East Baton Rouge Parish Louisiana into Tracts C-1, C-2, C-3, C-4 & C-5 for Steinbach, L.L.C.", prepared by Taylor M. Gravois, P.L.S., dated December 18, 2007, a copy of which map is recorded as Original 670, Bundle 12019, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; said Tract C-2 and Tract C-3 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

Subject to all building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases, whether of record or evidenced physically on the ground.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, its successors and assigns, forever.

This sale is made and accepted on an "AS IS" and "WHERE IS" basis. Purchaser accepts the Property in its condition as existing at the time of sale. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY IMPROVEMENTS OR PERSONAL PROPERTY FOR ANY PURPOSE OR INTENDED USE, THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS, THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY PURCHASER. Purchaser fully and completely waives any and all rights for the return of all or any part of the Purchase Price by the reason of any such defects. Purchaser acknowledges and declares that neither Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the Property. By its signature, Purchaser expressly acknowledges all such waivers and its exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548. Purchaser agrees that Purchaser has conducted its own evaluation and inspection and has made its own determination as to any condition of the Property, any defects therein, and the suitability of the Property for Purchaser's intended use(s). Purchaser shall be fully subrogated to all rights that Seller may have against other parties except Thomas L. Steinbach, Cathryn Frances Steinbach, Mary Anna Belle Steinbach, Irene Acosta Steinbach and Albert H. Steinbach, in any way related to the above waivers.

Seller reserves all oil, gas and other minerals of every nature and kind, including but not limited to, all liquid and gaseous hydrocarbons, geothermal energy, sulphur, salt and other solid, liquid or gaseous minerals (excluding sand and gravel), of every nature and character located beneath the Property, including the sole power and right to conduct seismic or geophysical exploration under the Property without the consent or joinder of Purchaser (which right shall include the right to grant seismic or geophysical permits or leases to third parties, but without any surface rights as set forth below, and the full ownership of any and all data recovered by such seismic or geophysical exploration, free of any claim by Purchaser, or its successors and assigns); **PROVIDED HOWEVER**, that Seller shall have no right or privilege to use any portion of the surface of the Property for the exercise of said reserved mineral rights or to conduct seismic or geophysical exploration from the surface of the Property. Seller agrees that it will not grant any seismic permit or other similar right unless the permit prohibits (i) shot holes and the explosion of dynamite or comparable materials within 1000 feet of any boundary of the Property and (ii) the use of vibraseis or similar testing methods at any point on the surface within 250 feet of any boundary of the Property. Seller shall have the right to utilize directional drilling, horizontal drilling, unitization, or any other method of exploration or development which does not involve use of the surface of the Property, and does not unreasonably interfere with Purchaser's use of the Property. All surface rights are hereby transferred by Seller to Purchaser.

Purchaser's Initials:



Taxes for the year 2006 have been paid. Taxes for the year 2007 shall be paid by Seller.

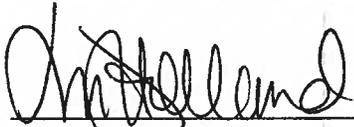
In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address: 3838 West Lakeshore Drive, Baton Rouge, Louisiana 70808.

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

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.

THUS DONE AND SIGNED in the City of Baton Rouge, State of Louisiana, on this 20th day of December, 2007, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

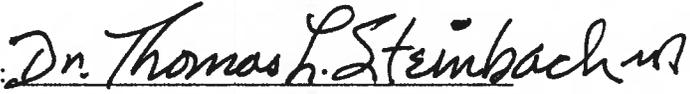
WITNESSES:


Michelle D. Holland


Sharla A. Ducote

SELLER:

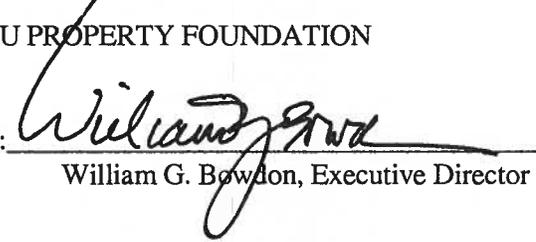
STEINBACH, L.L.C.

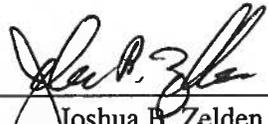
By: 
Dr. Thomas L. Steinbach, Manager

By: 
Cathryn Frances Steinbach, Manager

PURCHASER:

LSU PROPERTY FOUNDATION

By: 
William G. Bowdon, Executive Director


Joshua B. Zelden
NOTARY PUBLIC
Bar Roll No. 27150

**RESOLUTION
OF THE BOARD OF DIRECTORS
OF
LSU PROPERTY FOUNDATION**

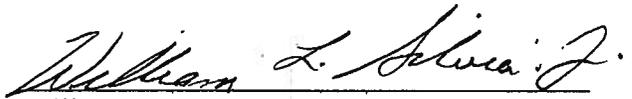
BE IT RESOLVED that William G. Bowdon, Executive Director, the "Executive Director"), of LSU PROPERTY FOUNDATION, (the "Corporation") be and he is hereby authorized and empowered for and on behalf of the Corporation to purchase from STEINBACH, L.L.C. for the total cash price of SIX MILLION AND NO/100 (\$6,000,000.00) DOLLARS, the following described property, to-wit:

TWO (2) CERTAIN TRACTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, including, but not limited to, all of Seller's right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property, situated in the Parish of East Baton Rouge, State of Louisiana, in Sections 77 & 78, T8S, R1E, and being designated as **TRACT C-2, containing 52.115 acres, more or less, and TRACT C-3, containing 7.885 acres, more or less**, on a map entitled "Map Showing the Subdivision of Tract C of Chatsworth Plantation Located in Section(s) 40, 43, 77 & 78 T-8-S R-1-E Greensburg Land District East Baton Rouge Parish Louisiana into Tracts C-1, C-2, C-3, C-4 & C-5 for Steinbach, L.L.C.", prepared by Taylor M. Gravois, P.L.S., dated December 18, 2007, a copy of which map is recorded as Original 670, Bundle 12019, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; said Tract C-2 and Tract C-3 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

BE IT FURTHER RESOLVED that the Executive Director be and he is hereby authorized and empowered on behalf of the Corporation to execute an act of Cash Sale containing the price set forth above and upon such other terms and conditions as he may determine fit and proper in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Resolution.

CERTIFICATE

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of LSU PROPERTY FOUNDATION, held on the 24th day of August, 2007, at which meeting a quorum was present and voting, and which resolution has not been rescinded or revoked as of this 20th day of December, 2007.


William L. Silvia, Jr., Secretary

ATTEST:


~~William G. Bowdon~~, Executive Director
William G. Bowdon

ORIG 141 BNDL 12020

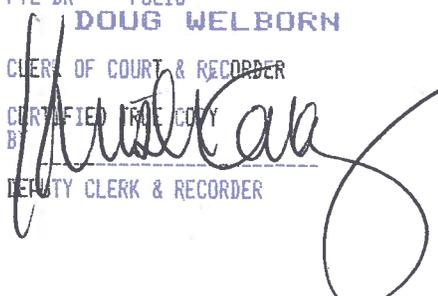
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

2007 DEC 20 PM 02:20:23
FTL BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY


DEPUTY CLERK & RECORDER

NOTICE OF EXPIRATION OF LEASES

STATE OF LOUISIANA

PARISH OF BATON ROUGE

BE IT KNOWN that on the 20th day of December, 2007, before the undersigned Notary Public and competent witnesses, personally came and appeared:

THOMAS L. STEINBACH, a resident of lawful age of the State of Texas, and

CATHRYN FRANCES STEINBACH, born Steinbach, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana,

(hereinafter collectively referred to as "Appearers"),

who, being duly sworn did depose and say that:

Appearers, as Lessors, did enter into the following leases:

1. Memorandum of Lease Agreement dated October 1, 1991, executed between Appearers, as Lessors, and Donald Vaughn and Jill Margaret Grannemann Vaughn, as Lessees, recorded as Original 125, Bundle 10261, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; and
2. Lease dated September 11, 1997, executed between Steinbach, L.L.C., Thomas L. Steinbach, Mary Anna Belle Steinbach, and Cathryn Frances Steinbach, as Lessors, and Donald W. Vaughn Farms, Inc., as Lessee, recorded as Original 948, Bundle 10857, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

(hereinafter collectively, the "Leases").

The primary terms of the Leases have previously expired; Appearers declare that Lessees did not exercise any renewal options, if applicable, and vacated the respective leased premises several years ago; and the Leases have expired and been terminated by their respective terms.

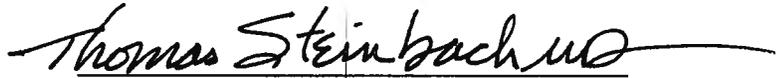
Appearers authorize and instruct the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, to record and index this Notice of Expiration in his records.

Appearers warrant the truth and correctness of the facts herein stated and will hold harmless all future owners of the property from any loss, expense or damage arising from any inaccuracy in the facts herein stated.

THUS DONE AND SIGNED on the date first above written in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses and Notary Public.

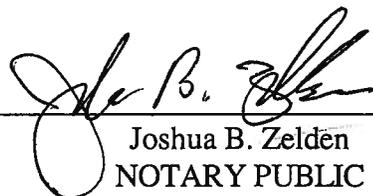
WITNESSES:


Michelle D. Holland


THOMAS L. STEINBACH


Sharla A. Ducote


CATHRYN FRANCES STEINBACH


Joshua B. Zelden
NOTARY PUBLIC
Bar Roll No. 27150

ORIG 140 BNDL 12020

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

2007 DEC 20 PM 02:20:01
FTL BK FOLIO
DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER

Roedel Parsons Koch Blache Balhoff & McCollister (225) 929-7033

Buyer's Closing Statement

Buyer(s)	LSU Property Foundation, 3838 West Lakeshore Drive, Baton Rouge, LA 70808		
Seller(s)	Steinbach, L.L.C., 9185 Highland Road, Baton Rouge, LA 70810		
Lender	N/A		
Property	Tract C-4, 38.691 acres, Chatsworth Plantation, East Baton Rouge Parish, LA		
Closing date	5/20/2010	Proration date	5/20/2010
Bank	2 - Regions Bank		
Escrow Unit	1 - Roedel Parsons		
Escrow Officer	Joshua B. Zelden		

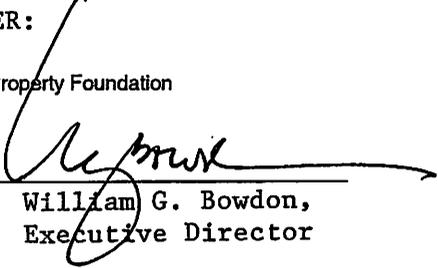
	Debit	Credit
Contract Sales Price	3,869,100.00	
Prorations:		
County taxes		
From 1/1/2010 to 5/20/2010 @ \$24.45274/day.....		3,398.93
Title Charges:		
Abstract or title search to Gulf South Land Title.....	84.00	
Attorney's fees to Roedel Parsons Koch Blache Balhoff & McCollister.....	2,000.00	
Title insurance to Stewart Title Guaranty Company \$12,194.20.....		
Owner's coverage to Stewart Title Guaranty Company		
Liability amount \$3,869,100.00.....		12,194.20
Recording Fees/Transfer Charges:		
Recording fees: to Roedel Parsons Koch Blache Balhoff & McCollister		
Deed \$85.00.....		85.00
Record Certs of Auth/Resolutions to Roedel Parsons Koch Blache Balhoff & McCollister.....		50.00
Additional Charges:		
Environmental Fee to Shaw Environmental.....		6,000.00
	Subtotal:	3,889,513.20
		3,398.93
	Balance due from Buyer:	3,886,114.27
	Totals:	3,889,513.20
		3,889,513.20

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustment same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

BUYER:

LSU Property Foundation

By: 
William G. Bowdon,
Executive Director

CLOSING AGENT:

ROEDEL PARSONS KOCH BLACHE BALHOFF & MCCOLLISTER

By: 
Joshua B. Zelden

CASH SALE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, a Notary Public duly qualified and commissioned in and for the State and Parish aforesaid, and in the presence of the subscribing witnesses, personally came and appeared:

STEINBACH, L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Managers, Dr. Thomas L. Steinbach and Cathryn Frances Steinbach, duly authorized pursuant to a Certificate of Authority on file and of record as Original 553, Bundle 12019, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be 9185 Highland Road, Baton Rouge, Louisiana 70810 (hereinafter referred to as "Seller")

who declared that for the price of **THREE MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED AND NO/100 (\$3,869,100.00) DOLLARS** cash, receipt of which is acknowledged, Seller hereby sells and delivers without warranty of title, except as to Seller's acts, but with full substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors other than Thomas L. Steinbach, Cathryn Frances Steinbach, Mary Anna Belle Steinbach, Irene Acosta Steinbach and Albert H. Steinbach, Seller may have, unto:

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here present, purchasing and accepting and acknowledging delivery and possession of the following described property (the "Property"), to-wit:

ONE (1) CERTAIN TRACT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, including, but not limited to, all of Seller's right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property, situated in the Parish of East Baton Rouge, State of Louisiana, in Sections 40 & 77, T8S, R1E, and being designated as **TRACT C-4, containing 38.691 acres, more or less**, on a map entitled "Map Showing the Subdivision of Tract C of Chatsworth Plantation Located in Section(s) 40, 43, 77 & 78 T-8-S R-1-E Greensburg Land District East Baton Rouge Parish Louisiana into Tracts C-1, C-2, C-3, C-4 & C-5 for Steinbach, L.L.C.", prepared by Taylor M. Gravois, P.L.S., dated December 18, 2007, a copy of which map is recorded as Original 670, Bundle 12019, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; said Tract C-4 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

Subject to all building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases, whether of record or evidenced physically on the ground.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, its successors and assigns, forever.

This sale is made and accepted on an "AS IS" and "WHERE IS" basis. Purchaser accepts the Property in its condition as existing at the time of sale. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY IMPROVEMENTS OR PERSONAL PROPERTY FOR ANY PURPOSE OR INTENDED USE, THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS, THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY PURCHASER. Purchaser fully and completely waives any and all rights for the return of all or any part of the Purchase Price by the reason of any such defects. Purchaser acknowledges and declares that neither Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the Property. By its signature, Purchaser expressly acknowledges all such waivers and its exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548. Purchaser agrees that Purchaser has conducted its own evaluation and inspection and has made its own determination as to any condition of the Property, any defects therein, and the suitability of the Property for Purchaser's intended use(s). Purchaser shall be fully subrogated to all rights that Seller may have against other parties except Thomas L. Steinbach, Cathryn Frances Steinbach, Mary Anna Belle Steinbach, Irene Acosta Steinbach and Albert H. Steinbach, in any way related to the above waivers.

Seller reserves all oil, gas and other minerals of every nature and kind, including but not limited to, all liquid and gaseous hydrocarbons, geothermal energy, sulphur, salt and other solid, liquid or gaseous minerals (excluding sand and gravel), of every nature and character located beneath the Property, including the sole power and right to conduct seismic or geophysical exploration under the Property without the consent or joinder of Purchaser (which right shall include the right to grant seismic or geophysical permits or leases to third parties, but without any surface rights as set forth below, and the full ownership of any and all data recovered by such seismic or geophysical exploration, free of any claim by Purchaser, or its successors and assigns); **PROVIDED HOWEVER**, that Seller shall have no right or privilege to use any portion of the surface of the Property for the exercise of said reserved mineral rights or to conduct seismic or geophysical exploration from the surface of the Property. Seller agrees that it will not grant any seismic permit or other similar right unless the permit prohibits (i) shot holes and the explosion of dynamite or comparable materials within 1000 feet of any boundary of the Property and (ii) the use of vibraseis or similar testing methods at any point on the surface within 250 feet of any boundary of the Property. Seller shall have the right to utilize directional drilling, horizontal drilling, unitization, or any other method of exploration or development which does not involve use of the surface of the Property, and does not unreasonably interfere with Purchaser's use of the Property. All surface rights are hereby transferred by Seller to Purchaser.

Purchaser's Initials:



Taxes for the year 2009 have been paid. Taxes for the year 2010 shall be prorated between the parties.

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address: 3838 West Lakeshore Drive, Baton Rouge, Louisiana 70808.

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

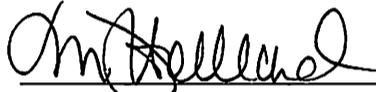
All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

THUS DONE AND SIGNED by Seller in the City of Baton Rouge, State of Louisiana, on this 20th day of May, 2010, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

WITNESSES:

SELLER:

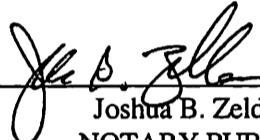
STEINBACH, L.L.C.


Michelle D. Holland

By: 
Dr. Thomas L. Steinbach, Manager


~~XXXXXXXXXXXX~~ Stephen G. McCollister

By: 
Cathryn Frances Steinbach, Manager

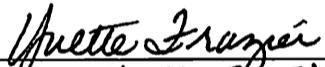

Joshua B. Zelden
NOTARY PUBLIC
Bar Roll No. 27150

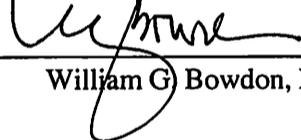
THUS DONE AND SIGNED by Purchaser in the City of Baton Rouge, State of Louisiana, on this 13th day of May, 2010, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

WITNESSES:

PURCHASER:

LSU PROPERTY FOUNDATION


Name: Yvette Frazier

By: 
William G. Bowdon, Executive Director


Name: Sarah Burdeaux


NOTARY PUBLIC
Typed Name of Notary Public: Michelle S. Kasische
Notary ID/Bar Roll No. 23375

**RESOLUTION
OF THE BOARD OF DIRECTORS
OF
LSU PROPERTY FOUNDATION**

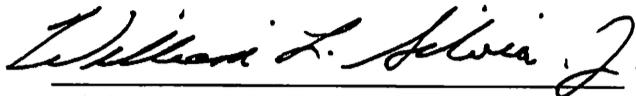
BE IT RESOLVED that William G. Bowdon, Executive Director, the "Executive Director"), of LSU PROPERTY FOUNDATION, (the "Corporation") be and he is hereby authorized and empowered for and on behalf of the Corporation to purchase from STEINBACH, L.L.C. for the total cash price of THREE MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED AND NO/100 (\$3,869,100.00) DOLLARS, the following described property, to-wit:

ONE (1) CERTAIN TRACT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, including, but not limited to, all of Seller's right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property, situated in the Parish of East Baton Rouge, State of Louisiana, in Sections 40 & 77, T8S, R1E, and being designated as **TRACT C-4, containing 38.691 acres, more or less**, on a map entitled "Map Showing the Subdivision of Tract C of Chatsworth Plantation Located in Section(s) 40, 43, 77 & 78 T-8-S R-1-E Greensburg Land District East Baton Rouge Parish Louisiana into Tracts C-1, C-2, C-3, C-4 & C-5 for Steinbach, L.L.C.", prepared by Taylor M. Gravois, P.L.S., dated December 18, 2007, a copy of which map is recorded as Original 670, Bundle 12019, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana; said Tract C-4 having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

BE IT FURTHER RESOLVED that the Executive Director be and he is hereby authorized and empowered on behalf of the Corporation to execute an act of Cash Sale containing the price set forth above and upon such other terms and conditions as he may determine fit and proper in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Resolution.

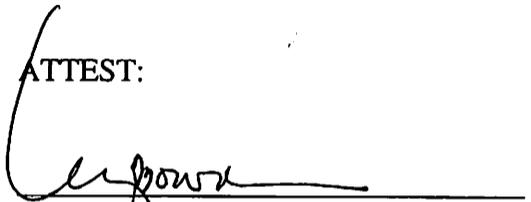
CERTIFICATE

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of LSU PROPERTY FOUNDATION, approved on May 11, 2010, by at least two thirds (2/3) of the members of the Board of Directors as required in accordance with the Bylaws of the LSU PROPERTY FOUNDATION, and which resolution has not been rescinded or revoked as of this 20th day of May, 2010.



William L. Silvia, Jr., Secretary

ATTEST:


William G. Bowdon, Executive Director

TAX PRORATION & CLOSING SETTLEMENT AGREEMENT

THIS AGREEMENT entered into as of this 20th day of May, 2010, by and between

STEINBACH, L.L.C. ("Seller") and

LSU PROPERTY FOUNDATION ("Purchaser"),

who declared that:

Seller and Purchaser hereby acknowledge that the current year's (2010) property taxes on the property described as Tract C-4, 38.691 acres, Chatsworth Plantation, East Baton Rouge Parish, Louisiana, which Seller has this date conveyed unto Purchaser, have been prorated on the basis of \$8,925.25 for the year 2010, by the tax assessor's office, based on estimated tax data for the year 2009, without Homestead Exemption.

Seller hereby agrees that, if the taxes of the current year are different than those prorated and if its prorata share of the taxes is any more than the amount which has been prorated, Seller will pay any additional prorata taxes to Purchaser within 15 days of Seller being so advised and having received a copy of the tax notice.

Purchaser hereby agrees that, if the taxes of the current year are lower and Seller's prorata share of taxes is less than the amount prorated, Purchaser will refund to Seller the amount by which the proration exceeded his share within 15 days of Purchaser being so advised and having received a copy of the tax notice.

Seller and Purchaser hereby acknowledge that this procedure is followed because the amount of taxes for this year cannot be ascertained from the Parish and/or City. As a further consideration for the conveyance of the property herein, Seller and Purchaser agree that, if a claim hereunder is placed in the hands of an attorney by the other party, he will pay reasonable attorney's fees incurred in collecting the amount due.

~~xxxxxx Seller hereby agrees that should the payoff on the pre-existing mortgage(s) be more than has been prorated by the lender at the time of the closing, Seller will remain obligated to the deficiency within twenty-four (24) hours of notification by the Closing Attorney, Stephen A. McColister of Roedel Parsons Koch Blache Balhoff & McColister Law Firm.~~

pd

SELLER:

STEINBACH, L.L.C.

By: Dr. Thomas L. Steinbach
Dr. Thomas L. Steinbach, Manager

By: Cathryn Frances Steinbach
Cathryn Frances Steinbach, Manager

PURCHASER:

LSU PROPERTY FOUNDATION

By: William G. Bowdon
William G. Bowdon,
Executive Director

NOTICE OF AVAILABILITY OF SURVEY

TO: LSU Property Foundation

FROM: ROEDEL PARSONS

Buyer property identified as Tract C-4, 38.691 acres, Chatsworth Plantation, East Baton Rouge Parish, Louisiana

You have the right to obtain a survey which may:

- 1) determine whether the words of the real estate description conform to the actual land;
- 2) determine whether structures or fences on the premises encroach on neighboring property, violate setback lines or zoning ordinances;
- 3) show rights of persons not revealed by the public records, such as existing utility lines and neighbors who encroach or possess the property; and
- 4) show access to land.

Without a survey you may not know these facts. The additional cost of a survey is approximately \$5,000.00 to \$10,000.00 if you request it at this time.

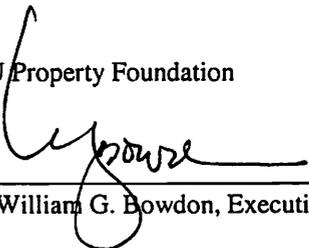
If you are uncertain as to whether you should obtain a survey, you are urged to seek independent advice.

I/We do request a survey.

I/We do not request a survey.

LSU Property Foundation

May 13, 2010

By: 
William G. Bowdon, Executive Director

File No. 2010116

FLOOD DISCLOSURE

This document is made a part of the Purchase Agreement between the undersigned seller and the undersigned buyer affecting Tract C-4, 38.691 acres, Chatsworth Plantation, East Baton Rouge Parish, Louisiana.

✓ ✓

I hereby certify, as the owner and seller of the above described property, that said property has never flooded during my period of ownership.

I hereby certify, as the owner and seller of the above described property, that said property has flooded on the following date, during my period of ownership and to the following extent:

Steinbach, L.L.C.

May 20, 2010

By Dr. Thomas L. Steinbach
Dr. Thomas L. Steinbach, Manager

By Cathryn Frances Steinbach
Cathryn Frances Steinbach, Manager

Received a copy of this disclosure.

LSU Property Foundation

May 13, 2010

By William G. Bowdon
William G. Bowdon, Executive Director

C

ACT OF CONTRIBUTION OF IMMOVABLE PROPERTY AND ASSIGNMENT OF INTANGIBLE ASSETS

ORIG 540 BNDL 10753

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On the dates set forth below, before the undersigned Notaries Public, and in the presence of the undersigned witnesses, personally came and appeared:

CATHRYN FRANCIS STEINBACH, whose mailing address is 9185 Highland Road, Baton Rouge, LA 70810; MARY ANNA BELLE STEINBACH, who mailing address is 764 Stoney Creek Avenue, Baton Rouge, LA 70808, and THOMAS L. STEINBACH, whose mailing address is 902 Frostwood, Suite 242; Houston, TX 77024, ("Transferors")

who declared that Transferors hereby transfer and deliver, without warranty but with subrogation to all rights and actions of warranty Transferor may have unto:

STEINBACH, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 9185 Highland Road, Baton Rouge, Louisiana 70810, represented herein by Cathryn Francess Steinbach, ("Transferee")

all of Transferors' right, title and interest in the immovable property described on the attached Exhibit "A" collectively, the "Property", the possession and delivery of which Transferee acknowledges.

Transferor does hereby assign to Transferee all of the following:

- 1. All rights and privileges under any leases affecting the Property except that Transferors hereby reserve all mineral rights including all production under current leases;

The Property is conveyed and assigned by Transferors to Transferee as a capital contribution to Transferee by Transferor, in exchange for 100.04% interest in Transferee in the same percentages as their interest in the property.

All agreements and stipulations herein shall inure to the benefit of and be binding upon the heirs and assigns of the parties, and Transferee shall have and hold the property described above in full ownership forever.

All parties signing this instrument have declared themselves to be of full capacity.

NO TITLE EXAMINATION HAS BEEN MADE BY, OR REQUESTED OF, THE UNDERSIGNED NOTARY.

THUS DONE AND PASSED by the Transferors effective on the 23rd day of December, 1996, in the presence of the undersigned competent witnesses after due reading of the whole.

WITNESSES:
Melody H. Beaumont
[Signature]

Transferors:
Cathryn Frances Steinhach
Cathryn Frances Steinhach
Mary Anna Belle Steinhach
Mary Anna Belle Steinhach
Thomas L. Steinhach
Thomas L. Steinhach

Thomas L. Steinhach
Notary Public

EXHIBIT "A"

ONE (1) certain tract or parcel of ground together with all the buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in sections 76, 77, 41 and 42 of Township 8 South, Range 1 East, Greenburg Land District of Louisiana, containing two hundred (200) acres and being designated on a plat of survey made by R. Swart, C.S., dated February 4, 1938, as Tract "C", which plat is attached to Original 67, Bundle 128, said property being more particularly described as follows:

start at the northwest corner of Section Seventy-eight (78), thence north sixty-three (63) degrees twenty (20) minutes east a distance of three hundred thirty (330) feet to a granite post on the north line of Section 76, thence south fourteen (14) degrees ten (10) minutes west along the western boundary of Greenburg Plantation a distance of two thousand nine hundred and 4/10 (2,900.8) feet to the point of beginning, thence continuing south fourteen (14) degrees ten (10) minutes west along the western boundary of the Greenburg Plantation a distance of one thousand five hundred fifty-four and 2/10 (1,554.2) feet and corner, thence south thirty-two (32) degrees thirty-two (32) minutes east parallel to and eighty (80) feet southeast from the northeasterly line of the right of way of the U & M Railroad Company six thousand six hundred eighty-nine and 2/10 (6,689.2) feet to the point of survey, thence south thirty (30) degrees fifty-two (52) minutes east parallel to and eighty (80) feet northeast from the northeasterly line of the said right of way of said railroad a distance of five hundred thirty-nine and 2/10 (539.2) feet to the west side of Gardner Lane, which is the eastern boundary line of said Greenburg Plantation, and corner, thence north 5) degrees 02 minutes east along the said Gardner Lane a distance of one thousand one hundred fifty and 2/10 (1,150.2) feet and corner, thence north thirty-two (32) degrees thirty-two (32) minutes west a distance of eight thousand two hundred five and 2/10 (8,205.2) feet to the point of beginning said tract containing two hundred (200) acres and shown on a plat of survey made by R. Swart, C.S., dated at Baton Rouge, Louisiana, February 4, 1938, as Tract "C" and lying between the points shown on said plat as numbers Section (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), and fourteen (14), being a portion of the same property acquired on November 1, 1932, from Harford Land Company, Inc., as per act of record in Conveyance Book 1011, Page 311.

LESS-AND EXCEPT:

1. A certain strip or parcel of land one hundred (100) feet wide containing 2.37 acres, more or less, situated in Section 77, Township 8 South, Range 1 East, Greenburg Land District of Louisiana, being the same property owned by Albert Steinbock and Frank A. Steinbock to The Baton Rouge Area Foundation, by notarial act dated February 22, 1947, before Harvey S. Fanner, Notary Public, as recorded as Original 81, Bundle 1071, in the office of the Clerk and Recorder, Parish of East Baton Rouge, State of Louisiana.
2. A triangular tract of land being 2.014 acres out of fractional Section 76, Township 8 South, Range 1 East, of the St. Julien Survey, East Baton Rouge Parish, Louisiana, and being the same property sold by Albert S. Steinbock to Shell Pipe Line Corporation, by act of sale recorded as Original 81, Bundle 1071, in the office of the Clerk and Recorder, Parish of East Baton Rouge, State of Louisiana.

ORIG 540 BND: 10753
 FILED AND RECORDED
 EAST BATON ROUGE PARISH, LA.
 1996 DEC 30 PM 04:17:21
 FIL BY FOLTS
 DOUG MELBORN
 CLERK OF COURT & RECORDER
 CERTIFIED TRUE COPY
 BY _____
 DEPUTY CLERK & RECORDER



CHAIN OF OWNERSHIP REPORT COMBO Part I

CLIENT INFORMATION

Client:	Environmental Data Resources	Report Date:	05/03/2010
Client No.:	12010	Index Date:	04/23/2010
Address:	440 Wheelers Farms Rd Milford, CT 06460	Order ID:	04-201-1-12108
Contact:	Tony Goncalves	Client Ref.:	2758687.9
Phone:	800-238-1848	PO Number:	N/A
Delivery:	tgoncalves@edrnet.com		

CURRENT OWNER INFORMATION

Current Owner of Record:	Steinbach, LLC, a Limited Liability Company
Current Site Address:	GSRI AVENUE / NICHOLSON DRIVE BATON ROUGE, LA 70820
County of Research:	EAST BATON ROUGE

LEGAL DESCRIPTION

ONE CERTAIN TRACT OR PARCEL OF GROUND TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA, IN SECTIONS 78, 77, 41 AND 40 OF TOWNSHIP 8 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT OF LOUISIANA, CONTAINING TWO HUNDRED ACRES AND BEING DESIGNATED ON A PLAT OF SURVEY MADE BY R. EVERT, C. E., DATED FEBRUARY 4, 1938, AS TRACT C. BEING MORE FULLY DESCRIBED IN VOLUME 540, PAGE 10753, IN THE DEED RECORDS OF EAST BATON ROUGE COUNTY, LOUISIANA.

NOTE: Ameristar does not represent that the above legal description, acreage, or square footage calculations are correct. We have taken this information directly from a document recorded at the courthouse.

PARCEL IDENTIFICATION NUMBER:	026-0768-9
--------------------------------------	------------

DISCLAIMER: This report contains information obtained from public records, and being that our company is not the primary provider of such, Ameristar cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of said information. Ameristar does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of services provided. Further, Ameristar's sole liability is limited to the cost of this report only. Ameristar is not liable to user for any loss or injury arising out of or caused, in whole or in part, by Ameristar's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information contained herein. THIS REPORT IS NOT AN ABSTRACT, OPINION OF TITLE, TITLE COMMITMENT NOR GUARANTEE, OR TITLE INSURANCE POLICY.

DEED / OWNERSHIP INFORMATION

*Search was performed from 04/23/1940 through 04/23/2010.

DEED:

DATED: 10/24/1945
GRANTOR: Ruth Culp Cason
GRANTEE: Ruth Cockerham
VOLUME: 19 **PAGE:** 1767

DEED:

DATED: 10/26/1945
GRANTOR: Ruth Cockerham
GRANTEE: Hereford Land Co
VOLUME: 6 **PAGE:** 1768

DEED:

DATED: 11/04/1952
GRANTOR: Hereford Land Co
GRANTEE: Albert H Steinbach
VOLUME: 21 **PAGE:** 3057

DONATION:

DATED: 12/06/1973
GRANTOR: Albert H Steinbach and Irene A Steinbach
GRANTEE: DR. Thomas L Steinbach, Mary Ann Belle Steinbach and Cathryn Frances Steinbach
Letiz
VOLUME: 15 **PAGE:** 8458

ACT OF CONTRIBUTION OF IMMOVABLE PROPERTY AND ASSIGNMENT OF INTANGIBLE ASSETS:

RECORDED: 12/30/1996
GRANTOR: Cathryn Frances Steinbach, Mary Ann Belle Steinbach and Thomas L Steinbach
GRANTEE: Steinbach, LLC, a Limited Liability Company
VOLUME: 540 **PAGE:** 10753

C

ACT OF CONTRIBUTION OF IMMOVABLE PROPERTY AND ASSIGNMENT OF INTANGIBLE ASSETS

ORIG 540 ENCL 10753

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On the dates set forth below, before the undersigned Notaries Public, and in the presence of the undersigned witnesses, personally came and appeared:

CATHRYN FRANCES STEINBACH, whose mailing address is 9185 Highland Road, Baton Rouge, LA 70810; MARY ANNE BELLE STEINBACH, who mailing address is 764 Stoney Creek Avenue, Baton Rouge, LA 70808, and THOMAS L. STEINBACH, whose mailing address is 902 Frostwood, Suite 242; Houston, TX 77024, ("Transferors")

who declared that Transferors hereby transfer and deliver, without warranty but with subrogation to all rights and actions of warranty Transferor may have unto:

STEINBACH, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 9185 Highland Road, Baton Rouge, Louisiana 70810, represented herein by Cathryn Frances Steinbach, ("Transferee")

all of Transferors' right, title and interest in the immovable property described on the attached Exhibit "A" collectively, the "Property"), the possession and delivery of which Transferee acknowledges.

Transferor does hereby assign to Transferee all of the following:

- 1. All rights and privileges under any leases affecting the Property except that Transferors hereby reserve all mineral rights including all production under current leases;

The Property is conveyed and assigned by Transferors to Transferee as a capital contribution to Transferee by Transferor, in exchange for 100.0% interest in Transferee in the same percentages as their interest in the property.

All agreements and stipulations herein shall inure to the benefit of and be binding upon the heirs and assigns of the parties, and Transferee shall have and hold the property described above in full ownership forever.

All parties signing this instrument have declared themselves to be of full capacity.

NO TITLE EXAMINATION HAS BEEN MADE BY, OR REQUESTED OF, THE UNDERSIGNED NOTARY.

THUS DONE AND PASSED by the Transferors effective on the 23rd day of December, 1996, in the presence of the undersigned competent witnesses after due reading of the whole.

WITNESSES:

Melody A. Brown
[Signature]

Transferors:

Cathryn Francis Steinbach
Cathryn Francis Steinbach

Mary Anna Belle Steinbach
Mary Anna Belle Steinbach

Thomas L. Steinbach
Thomas L. Steinbach

Walter H. [Signature]
Notary Public

EXHIBIT A-2

ONE (1) certain tract or parcel of ground together with all the buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in sections 76, 77, 78 and 79 of Township 2 South, Range 1 East, Greenburg Land District of Louisiana, containing two hundred (200) acres and being designated on a plat of survey made by N. Svert, C.S., dated February 4, 1938, as Tract "C", which plat is attached to Original 67, Bundle 118, said property being more particularly described as follows:

start at the southwest corner of Section Seventy-eight (78), thence north sixty-three (63) degrees twenty (20) minutes east a distance of three hundred thirty (330) feet to a granite post on the north line of Section 78, thence south fourteen (14) degrees ten (10) minutes west along the western boundary of Chateauroux Plantation a distance of two thousand nine hundred and 2/10 (2,900.2) feet to the point of beginning, thence continuing south fourteen (14) degrees ten (10) minutes east along the western boundary of the Chateauroux Plantation a distance of one thousand five hundred fifty-four and 2/10 (1,554.2) feet and corner, thence south thirty-two (32) degrees thirty-two (32) minutes east parallel to and eighty (80) feet southeast from the northeasterly line of the right of way of the U S Ry Railroad Company six thousand six hundred eighty-nine and 2/10 (6,689.2) feet to the point of survey, thence north thirty (30) degrees fifty-two (52) minutes east parallel to and eighty (80) feet northeast from the northeasterly line of the said right of way of said railroad a distance of five hundred thirty-nine and 2/10 (539.2) feet to the west side of Gardner Lane, which is the eastern boundary line of said Chateauroux Plantation, and corner, thence north 81 degrees 02 minutes east along the said Gardner Lane a distance of one thousand one hundred fifty and 2/10 (1,150.2) feet and corner, thence north thirty-two (32) degrees thirty-two (32) minutes west a distance of eight thousand two hundred five and 2/10 (8,205.2) feet to the point of beginning said tract containing two hundred (200) acres and shown on a plat of survey made by N. Svert, C.S., dated at Baton Rouge, Louisiana, February 4, 1938, as Tract "C" and lying between the points shown on said plat to numbers fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), and fourteen (14), being a portion of the case property acquired on November 1, 1932, from Harford Land Company, Inc., as per set of record in Conveyance Book 1011, Page 211.

LESS-AND EXCEPT:

1. A certain strip of parcel of land one hundred (100) feet and containing 2.27 acres, more or less, situated in Section 77, Township 2 South, Range 1 East, Greenburg Land District of Louisiana, being the same property donated by Albert Steinhack and Irene A. Steinhack to The Baton Rouge Area Foundation, by Notarial Act dated February 20, 1947, before Harvey W. Fawcett, Notary Public, as shown on Original 22, Bundle 6771, in the office of the Clerk and Recorder, Parish of East Baton Rouge, State of Louisiana.

2. A triangular tract of land being 2.616 acres out of fractional Section 76, Township 2 South, Range 1 East, of the St. Helena Meridian, East Baton Rouge Parish, Louisiana, and being the same property sold by Albert N. Steinhack to Shell Pipe Line Corporation, by act of sale recorded as Original 21, Bundle 7077, in the office of the Clerk and Recorder, Parish of East Baton Rouge, State of Louisiana.

ORIG 540 INCL 10753
 FILED AND RECORDED
 EAST BATON ROUGE PARISH, LA.
 1996 DEC 30 PM 04:17:21
 FTL BR FOLIO
 DOLG MELBORN
 CLERK OF COURT & RECORDER
 CERTIFIED TRUE COPY
 BY _____
 DEPUTY CLERK & RECORDER

STATE OF LOUISIANA
STATEWIDE LAND AND BUILDINGS SYSTEM
R011, R025 - CONVEY INFORMATION (SITE CODE/DOC)
Print Date/Time: 12/08/06 08:34 AM

FACILITY NAME: LSU - SOUTH CAMPUS - BATON ROUGE
SITE CODE: 2 - 17 - 125
DOCUMENT NUMBER: 0001

VENDOR: ALBEMARLE CORP
VENDEE: STATE/DOA/DEPT OF ECONOMIC DEVELO
PARISH: EAST BATON ROUGE **PLAT:** N **INSTR. TYPE:** AG - AGREEMENT
LEASE / OWN : S **MINERALS:** N **INSTR. DATE :** 01/08/2004
ACQUISITION COST : \$0 **STATE COST :** \$0
COB /FOLIO: **ENTRY NUMBER :**
RECORDATION DATE: **MERIDIAN:** S - ST. HELENA
SEC-TWN-RNG: 040-08 S-01 E

-----ACRES-----

TOTAL: 0.00
OWNED: 0.00
LEASED: 0.00
TRANSFER: 0.00
ROW: 0.00

DESCRIPTION:

AGREEMENT TO BUY PARCELS 1, 2 & 3 IN PHASES BY CERTAIN DATES. SEE MAP WITH DOC #2. ALL IN SEC 40, 77 & 78, T8S-R1E.

NOTES:

COOPERATIVE ENDEAVOR AGREEMENT; STATE AGREES TO BUY IN PHASES THE "ALBEMARLE TECHNICAL CENTER" ON G.S.R.I. ROAD.

RECEIVED

2004 JAN 16 PM 5:00

FACILITY PLANNING & CONTROL

COOPERATIVE ENDEAVOR AGREEMENT

by and among

STATE OF LOUISIANA

AND

ALBEMARLE CORPORATION

AND

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

SC
2-17-125
Doc 1

Dated as of January 8, 2004

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“**Agreement**”) effective as of January 8, 2004 is made among the STATE OF LOUISIANA (“**State**”), acting by and through the Commissioner of Administration; ALBEMARLE CORPORATION (“**Albemarle**”), a Virginia corporation, authorized to do business in Louisiana; and the LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT (“**LED**”), an agency of the State of Louisiana, acting by and through the Secretary of Economic Development.

WITNESSETH:

WHEREAS, the primary goals and objectives of this Agreement are to (i) maintain substantial employment in Louisiana; (ii) enhance the operations and competitive advantage of Albemarle in Louisiana; and (iii) create an economic benefit to Louisiana through Albemarle’s making an investment in capital projects for the enhancement of Albemarle’s facilities in Louisiana;

WHEREAS, in order to further such goals and objectives, the State desires to purchase from Albemarle and Albemarle desires to sell to the State Albemarle’s “**Albemarle Technical Center**” located on GSRI Road in East Baton Rouge Parish, State of Louisiana (“**ATC**”);

WHEREAS, with the funds resulting from the sale of the ATC to the State, Albemarle intends to upgrade overall production, management and support capability and to support world-class manufacturing operations consistent with overall Albemarle strategy; and

WHEREAS, the Parties intend to create an incentive for Albemarle to maintain substantial technical and administrative employment in Louisiana;

NOW THEREFORE, the premises considered, the Parties agree as follows:

Article 1 Definitions

1. **Definitions.** As used in this Agreement, the following terms have the meanings herein set forth:

1.1. “**Act**” means, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, La. R.S. 33:9024, La R.S. 33:9031 and R.S. 33:9029.2.

1.2. “**Agreement**” means this Cooperative Endeavor Agreement and any amendments or modifications thereto.

1.3. “**Albemarle**” means Albemarle Corporation, and/or its successors and assigns.

1.4. **“Albemarle Group”** means Albemarle and its representatives, agents, servants, officers, attorneys and employees, individually and collectively.

1.5. **“Baseline Payroll”** means \$38,000,000 of aggregate annual dollar Payroll, subject to a reduction in such \$38,000,000 amount to a minimum of \$35,000,000 as provided in Section 4.1(c)(3).

1.6. **“Business Days”** means Monday through Friday inclusive, excluding national holidays generally observed in the State of Louisiana.

1.7. **“Capital Budget”** means the comprehensive capital outlay budget submitted each year to the Legislature by the governor setting forth all proposed State capital expenditures.

1.8. **“Claim”** means any claim, liability, demand, loss, damage, deficiency, litigation, cause of action, penalty, fine, judgment, defense, imposition, fee, lien, bonding cost, settlement, disbursement, penalty, cost or expense of any and every kind and nature, whether known or unknown, incurred or potential, accrued, absolute, direct, indirect, contingent or otherwise and whether imposed by strict liability, and consequential, punitive and exemplary damage claims.

1.9. **“Closing”** means, individually, the closing of the purchase and sale for Phase I Property, Phase II Property or Phase III Property, as applicable.

1.10. **“Closing Date”** means the date on which a Closing occurs. The term “Closing Date” shall refer to the “Closing Date” for each Closing contemplated by this Agreement, as each Closing occurs.

1.11. **“Closing Documents”** mean the documents to be executed by the Parties at each Closing.

1.12. **“Closing Effective Date”** means 12:01 a.m. central standard time on the day immediately following each Closing Date.

1.13. **“Consideration”** means the consideration payable by the State to Albemarle for the Property.

1.14. **“Contract Monitor”** means the employee or officer of LED charged with the responsibility of reviewing compliance by Albemarle with this Agreement.

1.15. **“Curative Period”** means within thirty (30) days following receipt by Albemarle of the State’s Objections or the State’s Updated Objections, as applicable, relating to the Property.

1.16. **“Days”** refers to calendar days, except as used in “Business Days”.

1.17. **“Default”** means a material breach of this Agreement by a Party.

1.18. **“Economic Benefit”** means the estimated impact on the economy of the State of Louisiana, maintenance of Qualified Employment by Albemarle and the capital projects required pursuant to this Agreement resulting from the ongoing fulfillment of the contract obligations hereunder, as set forth in Section 4.1 and Section 4.2.

1.19. **“Effective Date”** is the date on which this Agreement is entered into as indicated above.

1.20. **“Encumbrance”** means any lien, charge, servitude, easement, option, right of first refusal, conditional sales contract, security interest or encumbrance, including liens, charges, security interests, or encumbrances securing payment of Claims or payment of charges for labor, materials, supplies, equipment, rent, or utilities.

1.21. **“Environmental Requirements”** means all state, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, approvals, plans, authorizations, concessions; all legislative, judicial, and administrative judgments, decrees, orders, rules, rulings, and regulations; and all agreements and other restrictions and requirements in effect on or prior to the Closing Date, of any Governmental Authority, including, without limitation, federal, state, and local authorities, relating to the regulation or protection of natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants. The term shall specifically include, without limitation, the regulations of the federal Public Health Service and Department of Transportation concerning the transport of etiologic agents or similar agents, the regulations of the Nuclear Regulatory Commission concerning radioactive materials and waste, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901); CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601); the Clean Water Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §30); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135); the Louisiana Environmental Quality Act (La. R.S. 30:2001); and the Louisiana Air Quality Regulations (La. C. 33:III.2595) including any amendments or extensions thereof and any rules, or regulations issued pursuant to or promulgated under any of the foregoing.

1.22. **“Equivalent Obligations”** means the obligations of LED, the State, and Albemarle set forth in Article 4.

1.23. **“Goals and Objectives”** means (1) the retention of executive level jobs in Louisiana; (2) the acquisition of the Property by the State; and (3) the improvement to Albemarle’s facilities in Louisiana.

1.24. **“Governmental Authority”** means any federal, state, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or

hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof having jurisdiction over the Property.

1.25. **“Governmental Regulation”** means laws, statutes, codes, acts, ordinances, orders, judgments, decrees, writs, injunctions, rules, regulations, restrictions, permits, plans, authorizations of any Governmental Authority having jurisdiction over the Property.

1.26. **“Hazardous Substance”** means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos-containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which are classified, defined or considered to be explosives, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

1.27. **“IRC”** means the Internal Revenue Code of 1986, as amended, and any and all regulations and rulings promulgated thereunder.

1.28. **“LED”** means the Louisiana Department of Economic Development.

1.29. **“Legislature”** means the Legislature of the State of Louisiana.

1.30. **“Louisiana Capital Projects”** means capital projects made by Albemarle within Louisiana, which capital projects must be accounted for as capital projects under Albemarle’s standard accounting procedures in a manner consistent with the United States Generally Accepted Accounting Principles, consistently applied and must have a capitalized useful life of no less than five (5) years.

1.31. **“Other Parties”** means any Person other than a Party.

1.32. **“Parcel”** or **“Parcels”** means individually, or collectively, Parcel 1, Parcel 2 and/or Parcel 3.

1.33. **“Parcel 1”**, **“Parcel 2”**, and **“Parcel 3”** mean, individually or collectively, the Parcels described on Schedule 1 attached to and made a part of this Agreement and which are so designated on the map shown on Exhibit A attached to and made a part of this Agreement.

1.34. **“Party”** or **“Parties”** means Albemarle, LED and the State, individually and collectively.

1.35. **“Payroll”** means an annual dollar amount of cash compensation, without benefits, and moneys paid for contract employees, attributable to Qualified Employment of Albemarle located in Louisiana.

1.36. **“PDC”** means Albemarle’s Process Development Center located on Gulf States Road in Baton Rouge, East Baton Rouge Parish, State of Louisiana.

1.37. **“Person”** means all juridical persons, whether corporate or natural, including individuals, firms, trusts, corporations, associations, joint ventures, limited liability companies and partnerships.

1.38. **“Phase I Property”** means all of Albemarle’s right, title and interest in and to **Parcel 1**, together with: (a) all improvements situated thereon, including without limitation **Buildings 410 and 414**; (b) all fixtures, equipment and appurtenances pertaining thereto, except as noted in **Schedule 2**; any rights, title and interest of Albemarle in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

1.39. **“Phase II Property”** means all of Albemarle’s right, title and interest in and to **Parcel 2**, together with: (a) all improvements situated thereon, including without limitation **Buildings 401, 403, 411, 412, 413A, 413B, 415 and 420**; (b) all fixtures, equipment and appurtenances pertaining thereto, except as noted in **Schedule 3**; any rights, title and interest of Albemarle in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

1.40. **“Phase III Property”**, means all of Albemarle’s right, title and interest in and to **Parcel 3**, except as noted in **Schedule 4**, together with: (a) all improvements situated thereon, including without limitation **Buildings 402 and 404**; (b) all fixtures, equipment and appurtenances pertaining thereto except as noted in **Schedule 4**; any rights, title and interest of Albemarle in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

1.41. **“Property”** means collectively the Phase I Property, the Phase II Property and the Phase III Property.

1.42. **“Qualified Employment”** means (a) positions that either can be moved or eliminated without shutting down or significantly disabling Albemarle’s manufacturing operations at the PDC, including, without limitation, marketing, sales, purchasing, logistics, finance, management, human resources, research and development, health, safety and environment, legal and corporate, engineering and design personnel and (b) moneys paid for contract employees who are employed in non-construction capacities and are employed for one week or more and are considered permanent residents of Louisiana.

1.43. **“Real Estate Taxes”** means real property taxes, impositions, and currently due installments of assessments, general, special or otherwise, specifically imposed upon the Property. Real Estate Taxes exclude federal, state or local income taxes; franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes; penalties or interest for late payment of Real Estate Taxes; and taxes assessed against trade fixtures or personal property placed by the Albemarle on the Property.

1.44. “Reimbursable Funds” means \$3,000,000 of the State’s funds to be provided to Albemarle which are subject to credit to Albemarle or reimbursement to the State on the following schedule and in accordance with the terms of Section 4.1:

Calendar Year	Funds Subject to Credit or Reimbursement
2003	\$350,000
2004	\$350,000
2005	\$300,000
2006	\$300,000
2007	\$300,000
2008	\$300,000
2009	\$300,000
2010	\$300,000
2011	\$250,000
2012	\$250,000

1.45. “Resubdivision Plat” means a plat of resubdivision prepared by Michael Songy, Chenevert Songy Rodi Soderberg, Inc., so that it conforms substantially to the configuration set forth in the map annexed hereto as Exhibit A and wherein, if required by Governmental Regulation, the Resubdivision Plat indicates formal approval by the Planning Commission for the Parish of East Baton Rouge of the resubdivision.

1.46. “State” means the State of Louisiana, acting by and through the Commissioner of Administration.

1.47. “State Group” means the State and its representatives, agents, servants, officers, attorneys and employees, individually and collectively.

1.48. “State’s Initial Inspections” means the inspections, reviews, observations, studies, examinations, probes and research conducted by the State in connection with its inspections of the Property as provided for in Article 8.

1.49. “State’s Objections” means Title Objections and/or the State’s objections to the Property identified as a result of the State’s Initial Inspections which affect the validity or merchantability of Albemarle’s title or the condition of the Property, but limited to objections to Encumbrances or other conditions affecting the validity or merchantability of Albemarle’s title or condition of the Property which have first arisen during the period of time following and including the date of execution of the instrument by which Albemarle acquired title to the Property.

1.50. “**State’s Obligations**” means the agreements, covenants, conditions, terms, and provisions to be performed by the State under this Agreement, and the representations made by the State in this Agreement.

1.51. “**State’s Updated Inspections**” has the meaning set forth in Section 8.10.

1.52. “**State’s Updated Objections**” means Updated Title Objections and/or the State’s objections to the Property identified as a result of the State’s Updated Inspections in accordance with Section 8.10(a) which affect the validity or merchantability of Albemarle’s title or the condition of the Property, but limited to objections to Encumbrances or other conditions affecting the validity or merchantability of Albemarle’s title or condition of the Property which have first arisen subsequent to December 19, 2003. The State’s Updated Objections shall not include ordinary wear and tear of the Property resulting from the use or non-use of the Property.

1.53. “**Title Agent**” means Baronne Title Co., Inc., a Louisiana corporation domiciled in Orleans Parish, who is an authorized agent of the Title Company.

1.54. “**Title Company**” means First American Title Insurance Company.

1.55. “**Title Objections**” means the State’s objections to the condition of title as set forth in the Title Company’s commitment which affect the validity or merchantability of Albemarle’s title, but limited to objections to Encumbrances or other conditions affecting the validity or merchantability of Albemarle’s title or use of the Property which have first arisen during the period of time following and including the date of execution of the instrument by which Albemarle acquired title to the applicable portion of the Property. Notwithstanding anything set forth herein to the contrary, the matters set forth on **Schedule 5** shall not constitute Title Objections.

1.56. “**To the Best of Albemarle’s Knowledge**” means actual knowledge of any of the following:

- (a) Paul F. Rocheleau, Senior Vice President and Chief Financial Officer
- (b) George Newbill, Vice President Manufacturing Operations
- (c) Ron Zumstein, Vice President Health, Safety and Environment
- (d) Luke Kissam, Vice President and General Counsel
- (e) Richard A. Sabalot, Counsel and Assistant Secretary
- (f) Lloyd Crasto, General Manager-Manufacturing Operations
- (g) Eric Stratmann, Director-Infrastructure and Facilities
- (h) Mike Monahan, Supervisor ATC

1.57. “**Updated Title Objections**” means the State’s objections to the condition of title as set forth in the Title Company’s updated commitment which affect the validity or merchantability of Albemarle’s title, but limited to objections to Encumbrances or other conditions affecting the validity or merchantability of Albemarle’s title or use of the Property which have first arisen subsequent to October 29, 2003.

1.58. **Use of Defined Terms.** Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context requires otherwise.

Article 2

State's Authority and Scope of Agreement

2.1 **Authority and Scope.** The State and LED are granted the authority, pursuant to the Act, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the use of state funds, personnel or other resources, provided legal guidelines are met and the Economic Benefit is demonstrated to be commensurate to or greater than the State's investment of funds.

Pursuant to Act No. 24 of the Regular Session of the Louisiana Legislature of 2003 ("Act 24"), the State is authorized to expend funds for Homeland Security and Environmental Technical Center Acquisition and Renovation, Planning and Construction in East Baton Rouge Parish. Pursuant thereto, the Louisiana State Bond Commission granted a line of credit for the transactions contemplated herein at its meeting of December 18, 2003 to provide funding for the transactions contemplated herein prior to the issuance of general obligation bonds. A cooperative endeavor agreement is required by Act 24 prior to such funding.

Pursuant to La. R.S. 33:9029.2, entitled "Cooperative Endeavors Involving the State", the State of Louisiana through the Secretary of LED and the Commissioner of Administration may enter into cooperative endeavor agreements for the public purpose of enhancing or maintaining the economic well-being of the State of Louisiana, which agreement may contemplate the issuance of bonds. The cooperative endeavor agreement may provide for the use of state funds upon a showing of reasonable expectations that such obligation of the state will result in economic development and the maintenance of existing jobs or will achieve other economic goals that will equal or exceed the value of the obligations of the State.

Article 3

Warranties and Representations

3.1 **Warranties and Representations of Albemarle.** As a material inducement to the State and LED to enter into this Agreement, without which such parties would not have entered into this Agreement, Albemarle makes the following warranties and representations:

(1) Albemarle is a Virginia corporation having major operations and investments in the State of Louisiana.

(2) Albemarle intends to maintain Baseline Payroll and will make the investments in capital expenditures as set forth in Section 4.1.

(3) As of January 1, 2003, Albemarle had Baseline Payroll of a minimum of \$38,000,000 in the State of Louisiana.

(4) To the Best of Albemarle's Knowledge, there presently exist no facts, circumstances or conditions which do or would in any way materially adversely affect Albemarle's continued use of the Property as currently utilized.

(5) Neither the execution, delivery, or performance of this Agreement or any other agreement contemplated hereby, nor the compliance with the respective terms and provisions hereof or thereof, nor the consummation of the transaction contemplated herein, will: (a) conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Albemarle is a party or is subject; or (b) to the Best of Albemarle's Knowledge, conflict with, or result in a breach of any agreement or instrument to which the Property is subject.

(6) There is no broker's fee to be paid by Albemarle in connection with this transaction.

(7) Except as otherwise disclosed to the State by Albemarle in this Agreement, Albemarle has full right, power, and authority to execute this Agreement, carry out the transactions contemplated herein, and perform its obligations under this Agreement, subject to the ratification by Albemarle's Board of Directors. Prior to Closing of the Phase I Property, all corporate proceedings of Albemarle necessary to authorize the execution, delivery and performance of this Agreement by Albemarle and the consummation of the transactions contemplated herein shall have been validly taken and completed.

(8) Albemarle is a corporation duly organized and validly existing under the laws of the State of Virginia and authorized to transact business in the State of Louisiana and has full power and authority to own its property and to carry on its business as presently conducted.

(9) Albemarle is a "United States Person", as defined by Section 1445(f)(3) and Section 7701 (g) of the IRC, and the purchase of the Property by the State pursuant to this Agreement is not subject to the withholding requirements of Section 1445(a) of the IRC.

(10) At each Closing, Albemarle will have good and merchantable title to the portion of the Property to be conveyed at such Closing, subject to no Encumbrances other than those exceptions to title of public record as of the Effective Date or those accepted or deemed accepted by the State following its due diligence of the Property ("Permitted Exceptions"). Between the date hereof and each Closing Date, Albemarle will not create or permit to be created any Encumbrances on the applicable portion of the Property other than Encumbrances that will not survive the Closing.

(11) There are no contracts and/or leases affecting the Property except for those noted on Schedule 6 or as otherwise of record in the Office of the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana.

(12) Albemarle represents and warrants that, to the Best of Albemarle's Knowledge: (a) the ownership and operations of the Property and any use, storage, treatment, disposal, or transportation of Hazardous Substances that has occurred in or on the Property during Albemarle's ownership of the Property have been in compliance with all applicable Environmental Requirements; (b) during the ownership and operation of the Property by Albemarle, no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Property in a quantity or manner that violates or requires further investigation or remediation under any environmental law or regulation; and (c) the Property is free of Hazardous Substances as of the date of this Agreement, other than Hazardous Substances used or utilized in the conduct of Albemarle's business or operations at the Property. Except as noted on Schedule 7, Albemarle represents and warrants that, to the Best of Albemarle's Knowledge there is no pending litigation or administrative investigation or proceeding concerning the Property involving Hazardous Substances or environmental laws or regulations and that it has received no written notices of any such pending proceedings. Except as noted on Schedule 8, Albemarle represents and warrants that, to the Best of Albemarle's Knowledge there are no asbestos-containing materials within the Property, whether friable or non-friable.

(13) There are no parties in possession of any portion of the Property as tenants, possessors or trespassers, except for tenants of those leases shown on Schedule 6.

(14) To the Best of Albemarle's Knowledge, other than ordinary maintenance and repair, there is no material construction, renovation, remodeling, or other work that has been commenced with respect to the Property but has not been completed. To the best of Albemarle's knowledge, no labor has been performed or material furnished for the Property for which the Albemarle has not heretofore fully paid or for which an Encumbrance can be claimed by any Person.

(15) To the Best of Albemarle's Knowledge, there are no pending, contemplated, or threatened condemnation or similar proceeding or of any litigation affecting the Property or any part thereof.

(16) To the Best of Albemarle's Knowledge, Albemarle has received no written notice of any violations of any Government Regulations, restrictive covenants or other requirements affecting the Property, and there are no violations of record of any of the foregoing. To the Best of Albemarle's Knowledge, there are presently in effect all licenses, certificates of occupancy and permits as may be required for Albemarle's use of the Property as currently utilized.

(17) Albemarle is not now a party to any litigation affecting the Property or any part thereof or Albemarle's right to sell the Property or any part thereof, and Albemarle covenants and agrees to give to the State prompt notice of the institution prior to each Closing Date of any such litigation.

(18) No person, firm or entity has any rights to acquire the Property or any part thereof and there is no agreement to sell or option the Property, other than this Agreement or as may be set forth in any of the documents listed on Schedule 5 or Schedule 6.

(19) To the Best of Albemarle's Knowledge, except as noted in Schedule 8, (i) the Property has never been used during Albemarle's ownership of the Property as a land fill to receive solid waste, whether or not hazardous, and specifically has never been used during Albemarle's ownership of the Property for the disposal, storage or treatment of Hazardous Substances; and (ii) the Property does not contain asbestos or electrical transformers cooled by Polychlorinated Biphenyls (PCB's).

(20) The representations and warranties set forth in this Section 3.1 with respect to each portion of the Property to be conveyed at a particular Closing will be continuing and will be true and correct on and as of the Closing Date for such portion of the Property with the same force and effect as if made at that time, and all such representations and warranties will survive such Closing only for the period of time set forth in Article 16 and will not be affected by any investigation, verification or approval by any Party or by anyone on behalf of any Party.

3.2 Warranties and Representations of the State and LED. As a material inducement to Albemarle to enter into this Agreement, without which such Party would not have entered into this Agreement, the State and LED make the following warranties and representations:

(1) The State and LED are granted the authority, pursuant to the Act, to enter into cooperative endeavor agreements with public and private associations or corporations for a public purpose, including agreements which may require the use of state funds, personnel or other resources, provided legal guidelines are met and the Economic Benefit is demonstrated to be commensurate to or greater than the State's investment of funds.

(2) Pursuant to La. R.S. 33:9029.2, entitled "Cooperative Endeavors Involving the State", the State of Louisiana through the Secretary of LED and the Commissioner of Administration may enter into cooperative endeavor agreements for the public purpose of enhancing or maintaining the economic well-being of Louisiana, which agreement may contemplate the issuance of bonds. The cooperative endeavor agreement may provide for the use of State funds upon a showing of reasonable expectations that such obligation of the State will result in economic development and the maintenance of existing jobs or will achieve other economic goals that will equal or exceed the value of the obligations of the State.

(3) LED has completed a State and Local Government Tax Impact Analysis, attached hereto as Exhibit B, for the annual operations of Albemarle showing Baseline Payroll in the State of a minimum of \$38,000,000 as of January 1, 2003. Based on that employment level alone, the Economic Benefit of Albemarle's obligations hereunder will exceed the value of the financial investment by the State, as reflected in said Exhibit B.

(4) Each of the State and LED has full right, power and authority to execute this Agreement, carry out the transactions contemplated herein, and perform its obligations under this Agreement.

(5) All approvals required for the State and LED to enter this Agreement have been obtained, subject to the terms and conditions of this Agreement. No approval from the State Bond Commission is required for the State and LED to enter into and perform under this Agreement.

(6) The representations and warranties set forth in this Article 3.2 will be continuing and will be true and correct on and as of each Closing Date with the same force and effect as if made at that time, and all such representations and warranties will survive each Closing only for the period of time set forth in Article 16 and will not be affected by any investigation, verification or approval by any Party or by anyone on behalf of any Party.

3.3 Joint Representations. The Parties jointly make the following representations:

(1) The Parties intend that the primary Goals and Objectives of this Agreement are to maintain substantial employment in the State of Louisiana and to enhance the operations and competitive advantage of Albemarle in the State of Louisiana with respect to other similar facilities in the United States.

(2) The Parties intend that Economic Benefit to the State of Louisiana will result due to Albemarle's investment in capital projects for the enhancement of Albemarle's facilities in the State of Louisiana.

(3) The Parties intend that Albemarle's compliance with its obligations set forth in Section 4.1 result in an upgrade of Albemarle's overall production, management and support capability and support world-class manufacturing operations consistent with overall Albemarle strategy.

(4) The Parties intend that Albemarle's performance of its obligations set forth in Section 4.1 will assist Albemarle to maintain its facilities in Louisiana as competitive facilities.

(5) The representations and warranties set forth in this Section 3.3 will be continuing and will be true and correct on and as of each Closing Date with the same force and effect as if made at that time, and all such representations and warranties will survive each Closing only for the period of time set forth in Article 16 and will not be affected by any investigation, verification or approval by any Party or by anyone on behalf of any Party.

Article 4 Cooperative Endeavor Obligations

4.1 Obligations of Albemarle.

a. *Real Estate Obligations of Albemarle.* Subject to the appropriation of funds by the Legislature and the timely performance by the State of its obligations hereunder, Albemarle shall comply with its real estate obligations in Articles 5 through 12.

b. Employment Matters of Albemarle. Subject to the appropriation of funds by the Legislature and the timely performance by the State of its obligations hereunder, Albemarle hereby agrees as follows:

(1) Of the total of \$6,000,000 paid to Albemarle by the State, a total of \$3,000,000 will be considered "at risk" (i.e., subject to possible reimbursement to the State as further set forth below if Albemarle fails to maintain the Baseline Payroll during any year during the ten (10) calendar year period beginning on January 1, 2003 and ending December 31, 2012) ("**At-Risk Funds**"). Of the total of \$6,000,000 paid to Albemarle by the State, the remaining \$3,000,000 will not be considered "at risk" and will not be subject to reimbursement to the State ("**Not-at-Risk Funds**").

(2) During each year during the ten (10) calendar year period beginning on January 1, 2003 and ending December 31, 2012, Albemarle will either (i) receive credit for, or (ii) be required to reimburse the State for, a portion of the At-Risk Funds, and the amount of At-Risk Funds will be reduced by the Reimbursable Funds applicable to such calendar year. If Albemarle maintains the Baseline Payroll during a calendar year, Albemarle will receive a credit for the Reimbursable Funds applicable to such calendar year, and the amount of At-Risk Funds will be reduced by the Reimbursable Funds applicable to such calendar year. For example, if the At-Risk Funds are \$3,000,000 prior to the beginning of calendar year N, the Reimbursable Funds for calendar year N are \$350,000, and Albemarle maintains the Baseline Payroll during year N, then Albemarle will receive credit for \$350,000, and the At-Risk Funds for calendar year N+1 will be reduced to \$2,650,000. However, if the At-Risk Funds are \$3,000,000 prior to the beginning of calendar year N, the Reimbursable Funds for calendar year N are \$350,000, and Albemarle fails to maintain the Baseline Payroll during year N, then Albemarle will reimburse the State \$350,000, and the At-Risk Funds for calendar year N+1 will be reduced to \$2,650,000.

(3) Notwithstanding subsection (2) above, however, no reimbursement to the State will begin until after Albemarle has actually received payment from the State of \$6,000,000. Therefore, if Albemarle receives the initial Phase I Property payment of \$1,000,000 on or before the Phase I Property Closing Date, but does not receive the Phase II Property payment of \$3,000,000 on or before the Phase II Property Closing Date, then the State will retain the Phase I Property, Albemarle will retain the Phase I Property payment of \$1,000,000, and notwithstanding Albemarle's failure to maintain the Baseline Payroll in calendar years 2003 and/or 2004, Albemarle will not be required to make any reimbursement to the State and this Agreement shall terminate. Similarly, if Albemarle receives the Phase I Property payment of \$1,000,000 on or before the Phase I Property Closing Date, and Albemarle receives the Phase II Property payment of \$3,000,000 on or before the Phase II Property Closing Date, but Albemarle does not receive the Phase III Property payment of \$2,000,000 on or before the Phase III Property Closing Date, then the State will retain the Phase I Property and Phase II Property, Albemarle will retain the Phase I Property payment of \$1,000,000 and the Phase II Property payment of \$3,000,000, and notwithstanding Albemarle's failure to maintain the Baseline Payroll in calendar years 2003, 2004 and/or 2005, Albemarle will not be required to make any reimbursement to the State and this Agreement shall terminate. If Albemarle receives the Phase

I Property payment by the Phase I Property Closing Date, the Phase II Property payment by the Phase II Property Closing Date, and the Phase III Property payment by the Phase III Property Closing Date, then any credit to Albemarle or reimbursement to the State for Albemarle's maintenance of or failure to maintain the Baseline Payroll in 2003, 2004 and 2005 will be made during 2006.

(4) The Payroll dollar amount shall be calculated annually by Albemarle not later than February 1 of each calendar year during the term of this Agreement relative to the previously completed calendar year. Such figures shall be submitted to the Contract Monitor for verification as to whether Baseline Payroll has been met.

c. *Use of Funds; Match.*

(1) Albemarle shall invest an amount equal to the funds Albemarle receives from the State pursuant to Section 4.2(b) in Louisiana Capital Projects at any time during the period from January 1, 2003 through December 31, 2012.

(2) Albemarle shall match the State's \$6,000,000 payments as set forth in Section 4.2(b) with a dollar-for-dollar investment ("**Matching Investment**"). The first fifty percent (50%) of Albemarle's Matching Investment will be deemed to be a credit of \$3,000,000 for Albemarle's transfer of the Property to the State. The second fifty percent (50%) of Albemarle's Matching Investment will be a total of \$3,000,000 in Louisiana Capital Projects. All such Matching Investments shall be made by Albemarle during the period from January 1, 2003 through December 31, 2012.

(3) After Albemarle has made the Matching Investments, any further Louisiana Capital Projects made by Albemarle will be allowed, when placed in service, to reduce on a dollar-for-dollar basis the \$38,000,000 Baseline Payroll requirement, down to a minimum Baseline Payroll requirement of \$35,000,000. Albemarle will have until December 31, 2007 to make such Louisiana Capital Projects in excess of the Matching Investment in order to reduce the \$38,000,000 Baseline Payroll requirement. Any reduction in the \$38,000,000 Baseline Payroll requirement will apply retroactively to January 1, 2003. For example, if, after making the Matching Investments, Albemarle places in service a total of \$2,500,000 in Louisiana Capital Projects prior to December 31, 2007, the Baseline Payroll requirement will be reduced from \$38,000,000 to \$35,500,000, which reduced Baseline Payroll requirement will apply retroactively to January 1, 2003.

d. *Banking of Payroll* If Albemarle exceeds a \$38,000,000 Payroll in any year, Albemarle shall get credit for the Payroll amounts in excess of \$38,000,000 on a dollar-for-dollar basis. This credit may only be counted towards any future years in which Albemarle fails to meet the then applicable Baseline Payroll to offset a payment to the State which would otherwise be due the State under Section 4.1(b)(2). For example, if Albemarle has a \$40,000,000 Payroll in calendar year N and a \$40,500,000 Payroll in calendar year N+1, then in each year after year N+1, Albemarle will have a cumulative credit of \$4,500,000 to use to offset a payment to the State in any future year in which Albemarle fails to meet the Baseline Payroll requirement.

Payroll in excess of \$38,000,000 used to offset future Baseline Payroll deficits may not also be counted toward other State incentive programs.

4.2 Obligations of the State.

a. Real Estate Obligations of the State. Subject to the appropriation of funds by the Legislature and subject to Albemarle's compliance with Section 4.1, the State shall comply with its real estate obligations in Articles 5 through 12.

b. Payment Obligations of the State. Subject to the appropriation of funds by the Legislature and subject to Albemarle's compliance with Section 4.1, the State shall pay the aggregate sum of \$6,000,000 to Albemarle as follows: (a) at the Closing of the Phase I Property, \$1,000,000 shall be due; (b) at the Closing of the Phase II Property, another \$3,000,000 shall be due; and (c) at the Closing of the Phase III Property, another \$2,000,000 shall be due, all in consideration of Albemarle's obligations set forth in Section 4.1 and the real estate obligations herein.

Article 5 Purchase and Sale

5.1 Schedule for Closings. The title to each Parcel will be transferred in a series of Closings. The schedule of Closings for the Parcels is as follows:

Property	Closing Date
Phase I Property	on or before March 15, 2004
Phase II Property	on or before the later of December 31, 2004 or one year after the Closing of the Phase I Property
Phase III Property	on or before December 31, 2005

5.2 Purchase of Property.

a. At the Closing of the Phase I Property, Albemarle agrees to sell, convey, transfer, assign, and deliver to the State, and the State agrees to purchase from Albemarle, the Phase I Property for a consideration of One Million and 00/100 (\$1,000,000.00) Dollars cash (the "Phase I Consideration"), to be paid in accordance with the terms of this Agreement.

b. At the Closing of the Phase II Property, Albemarle agrees to sell, convey, transfer, assign, and deliver to the State, and the State agrees to purchase from Albemarle, the Phase II Property for a consideration of Three Million and 00/100 (\$3,000,000.00) Dollars cash (the "Phase II Consideration"), to be paid in accordance with the terms of this Agreement.

c. At the Closing of the Phase III Property, Albemarle agrees to sell, convey, transfer, assign, and deliver to the State, and the State agrees to purchase from Albemarle, the Phase III Property for a consideration of Two Million and 00/100 (\$2,000,000.00) Dollars cash (the "Phase III Consideration"), to be paid in accordance with the terms of this Agreement.

5.3 **Payment of Consideration.** The respective Consideration will be due and payable at each Closing by Title Agent's Escrow Account check, by Fed wire transfer of immediately available funds, or other financing means mutually agreed to by the Parties.

5.4 **Resubdivision of Property.** Prior to the Closing of Phase I Property, the State shall, at its sole cost and expense, but with Albemarle's cooperation and assistance, arrange with Albemarle to have the Property resubdivided into three (3) or more separate parcels or tracts of land, to be known for the purposes of this Agreement as "Parcel 1", "Parcel 2" and "Parcel 3", all in the approximate dimensions shown and as designated on the drawing attached hereto as Exhibit A ("**Resubdivision Drawing**"). The Parties acknowledge that one or more of the Parcels may actually consist of more than one subdivided lot, as shown on Exhibit A and Schedule 1. The Property shall be resubdivided in accordance with the Resubdivision Drawing. Neither the State nor Albemarle make any warranties and representations that such resubdivision can be done in compliance with all applicable Governmental Regulations including without limitation the subdivision ordinance of the City of Baton Rouge, Parish of East Baton Rouge ("**City-Parish**"). In the event that the Property cannot be resubdivided to the mutual satisfaction of the State and Albemarle not later than January 31, 2004, then either Albemarle or the State may terminate this Agreement and any further obligations of the Parties upon written notice to the other Party.

5.5 **Access and Utilities Servitude Agreement.** Upon and at the Closing for the Phase I Property, Albemarle shall execute a Declaration of Predial Servitudes for Access and Utilities in the form attached as Exhibit C hereto, which shall be recorded immediately prior to the recordation of the Act of Sale of Parcel 1.

5.6 **Apportionment.** Notwithstanding the foregoing provisions of this Article 5, the actual amount to be paid to Albemarle at each Closing will be subject to adjustment, based on the apportionments and costs and expenses which the Parties are required to pay at each Closing pursuant to this Agreement.

Article 6 Liabilities

6.1 The State's Liabilities.

a. Notwithstanding anything in this Agreement to the contrary, or in any other agreement or document executed by the State in connection with this Agreement, the State Group does not hereby assume any pecuniary, financial or personal liability or obligation whatsoever, whether known or unknown, accrued, absolute, direct indirect, contingent or otherwise, for Claims accruing prior to each Closing Date with respect to the portion of the Property conveyed on such Closing Date, including but not limited to any pecuniary, financial or personal liability or obligations for Claims arising out of or resulting from the ownership, leasing, operation, and maintenance by Albemarle of that portion of the Property.

b. Except for those obligations which the State may incur under Articles 5 and 6 of this Agreement, the State will have no further obligation to Albemarle under this Agreement as of each Closing Date, and under no circumstances will the State Group incur any pecuniary charge or financial liability to Albemarle or any Person claiming by or through Albemarle with respect to the State's performance under this Agreement, and recovery by any Person for a violation of any of the State's obligations under this Agreement is and will be limited solely to a claim for damages. Specific performance is not available to Albemarle.

c. The provisions of this Article 6 will survive Closing.

6.2 Albemarle's Liabilities.

a. As between Albemarle and the State, Albemarle will be solely liable for all Claims of Other Parties, whether known or unknown, accrued, absolute, direct, indirect, contingent or otherwise, accruing prior to the Closing Effective Date for a respective Parcel, including without limitation, the following:

(1) Claims for damages to persons or property arising out of or connected with the occupancy of the respective Parcel;

(2) Claims for taxes (including Real Estate Taxes), assessments, fees and penalties due to Governmental Authorities or accrued with respect to the respective Parcel prior to its respective Closing Effective Date; and

(3) Claims arising from or in connection with (i) the presence of Hazardous Substances in, on, under, at, or emanating from, the respective Parcel on its respective Closing Effective Date; or (ii) any violation of Environmental Requirements by Albemarle in connection with the respective Parcel or the use of the respective Parcel by Albemarle occurring prior to its respective Closing Effective Date.

Notwithstanding any of the foregoing, Albemarle shall have no liability to the State, LED or any Other Party for Claims relating to or arising out of the State's or LED's, tests, inspections, investigations or other activities of the State or LED or their agents, contractors or employees on or about the Property prior to or after any Closing.

b. Subject to any limitations contained herein, Albemarle will be solely liable for all Claims of the State arising out of breaches of Albemarle's representations, warranties, covenants or agreements set forth in this Agreement.

Albemarle acknowledges the provisions of this Article 6, and, particularly, the limitations on the State's liability under this Agreement. Albemarle does hereby waive and release any and all Claims it may have against the State to the extent consistent with the provision of this Article 6. Albemarle acknowledges that the provisions of this Article were a negotiated function of this Agreement, and without the provisions of this Article the State would not have entered into this Agreement.

Article 7
Covenants of Albemarle

Albemarle covenants and agrees with the State as follows:

7.1 **Information.** The information obtained by the State may be public pursuant to applicable "public records act", laws, subpoena, court order or other applicable laws. If this Agreement is terminated prior to a Closing for any reason, all such information shall be returned to Albemarle within ten (10) Business Days.

7.2 **Acts Affecting the Property.** During the period between the Effective Date and the Closing Effective Date, Albemarle will refrain, other than in the ordinary course of business, from (a) performing any grading or excavation, construction, or removal of improvements to the Property, or making any change or improvements on or about the Property; (b) creating any Encumbrance affecting the Property that would survive an applicable Closing Effective Date; and (c) committing any waste or nuisance upon the Property.

7.3 **Preservation of Accuracy of Representations and Warranties.** Albemarle shall take all action necessary to prevent any of its representations or warranties contained in Article 3 from becoming inaccurate as of the respective Closing Effective Date. Albemarle promptly will notify the State of any lawsuits, Claims, administrative actions or other proceedings asserted or commenced against Albemarle involving the Property. Albemarle will promptly notify the State of any facts or circumstances which come to Albemarle's attention and which cause, or through the passage of time may cause, any of Albemarle's representations and warranties to be inaccurate, untrue or misleading at any time from the date of this Agreement to the Closing Effective Date.

Article 8
State's Due Diligence

8.1 **Access.** Albemarle will afford to the State and its agents, employees and authorized representatives, access, during normal business hours, to the Property, as may be reasonably requested to conduct the inspections as set forth below.

8.2 **State's Initial Inspections.** Except as provided herein, at each Closing, the State shall accept the portion of the Property conveyed at such Closing in its "as-is, where-is" condition on such Closing Date and will waive any claims against Albemarle under law for redhibition or reduction of the Consideration. The following language shall be included in each act of sale and bill of sale delivered at the Closing:

Except as otherwise set forth in Section 3.1 of that certain Cooperative Endeavor Agreement dated January 8, 2004:

- (a) The sale shall be made and accepted on an "AS IS" and "WHERE IS" basis. State will accept the Property in its condition as existing at the time of sale.
- (b) ALBEMARLE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY IMPROVEMENTS OR PERSONAL PROPERTY FOR ANY PURPOSE OR INTENDED USE, THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS, THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY STATE. State fully and completely waives any and all rights for the return of all or any part of the purchase price (Consideration) by the reason of any such defects.
- (c) State acknowledges and declares that neither Albemarle nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Albemarle, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the State has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property.
- (d) State expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. State also waives any rights it may have in redhibition or to a reduction of purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the Property.
- (e) By its signature, State expressly acknowledges all such waivers and its exercise of State's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548. State agrees that State has conducted its own evaluation and inspection and has made its own determination as to any condition of the Property, any defects therein, and the suitability of the Property for State's intended use(s).

Albemarle agrees that the State will have until January 15, 2004 to conduct inspections ("State's Initial Inspections") of the Property (the "Inspection Period"), including without limitation environmental audits, surveys, soil tests, termite inspections, title examination,

appraisals, and such other inspections as the State deems necessary to satisfy itself with respect to Albemarle's title and the condition of the Property. All such inspections will be at the cost of the State. Albemarle understands and acknowledges that the State Group may be required by Governmental Regulation to contact Governmental Authorities in connection with the results of the State's Initial Inspections or the State's Updated Inspections.

8.3 Termination Period. The State will have thirty (30) days following the expiration of the Inspection Period to notify Albemarle of the State's Objections to the Property and to exercise its rights of termination granted in Section 8.8 hereof ("**Termination Period**").

8.4 Title Commitment. The State, at its sole cost and expense, will order a Commitment for each Parcel to be issued by the Title Company through the Title Agent, accompanied by copies of all recorded documents relating to restrictions, servitudes, rights-of-way, and other matters affecting the Property. Each Commitment will commit the Title Company to issue at Closing an ALTA form of Owner's Title Insurance Policy to the State, such policy to be in an amount as determined jointly by the State and the Title Company. The State will have until the end of the Termination Period to notify Albemarle in writing of Title Objections.

8.5 Failure to Notify. If any of the State's Objections as set forth in this Article 8 are not timely received by Albemarle, the rights of the State to terminate this Agreement based on those State's Objections which were not timely received will be waived. Notwithstanding the foregoing, the State will retain any and all rights to terminate this Agreement based on timely notification of the State's Objections.

8.6 Inspection Procedure. The State will make the State's Initial Inspections and the State's Updated Inspections in good faith and with due diligence. All title costs, inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by the State relating to the State's Initial Inspections or the State's Updated Inspections will be solely the State's expense. Albemarle will cooperate with the State in all reasonable respects in making the State's Initial Inspections and the State's Updated Inspections.

8.7 Curative Work. Albemarle will have the option, but not the obligation, at its sole cost and expense, to promptly undertake to eliminate the State's Objections to the reasonable satisfaction of the State within the applicable Curative Period. In the event of the State's Objections, each Closing Date, together with all related notice provisions, will be extended for each day of the Curative Period utilized by Albemarle in eliminating the State's Objections. If Albemarle does not satisfy any one or more of the State's Objections promptly, the State may, in its sole discretion, elect to:

- a. Accept the Property subject to the State's Objection or cure the State's Objection, and, in either event, without any deduction from the Consideration. In the event the State accepts title subject to any Title Objection raised by the State, such Title Objection will be deemed to be waived for all purposes and will be deemed a Permitted Exception; or

b. In the case of Title Objections, obtain from the Title Company an acceptable endorsement providing affirmative coverage expressly insuring against loss or damage resulting from the Title Objection, without any deduction from the Consideration; or

c. If Albemarle elects not to cure the State's Objection, then the State may declare to accept the Property subject to the State's Objection with no reduction in the Consideration and at no cost to Albemarle; or the State may declare this Agreement terminated, whereupon the Parties will have no further rights or obligations hereunder.

8.8 Right to Terminate. Notwithstanding anything in this Agreement to the contrary, in the event the State determines as a result of the State's Initial Inspections that any condition of the Property is deficient under Article 8, the State may elect to terminate this Agreement by delivering written notice thereof to Albemarle prior to the Closing of the Phase I Property.

8.9 Rights of Parties during this Agreement. Except as otherwise provided in this Agreement, from the Effective Date until each Closing or termination of this Agreement, whichever should occur first, Albemarle will not enter into any other agreement to convey or lease the Property to any other party other than the State or its successors or assigns, provided, however, that the foregoing will not be construed to preclude Albemarle from leasing portions of the Property in the ordinary course of business (provided that such leases shall not extend beyond the Closing Effective Date for the respective Parcel) and further that the foregoing will not be construed to preclude Albemarle from negotiating and executing a "back-up" contract for the disposition of the Property subordinate to the State's rights hereunder.

8.10 State's Updated Inspections.

a. **State's Updated Objections.** The State shall have the right to update the State's Initial Inspections (the "State's Updated Inspections") prior to the Closing for each such Parcel. The State may notify Albemarle of the State's Updated Objections to the Phase I Property, the Phase II Property or the Phase III Property, as applicable, and exercise its rights of termination granted in Section 8.10(b) at any time prior to the Closing Date set forth herein for such portion of the Property. If any of the State's Updated Objections as set forth in this Article 8 are not timely received by Albemarle, the rights of the State to terminate this Agreement based on those State's Updated Objections which were not timely received will be waived. Notwithstanding the foregoing, the State will retain any and all rights to terminate this Agreement based on timely notification of the State's Updated Objections.

b. **Curative Work with respect to State's Updated Objections.** Albemarle will, at its sole cost and expense, promptly undertake to eliminate the State's Updated Objections to the reasonable satisfaction of the State, within the applicable Curative Period. In the event of the State's Updated Objections, the Closing Date for the Phase II Property or the Phase III Property, as applicable, together with all related notice provisions, will be extended for each day of the Curative Period utilized by Albemarle in eliminating the State's Updated Objections. Albemarle agrees to use its reasonable efforts to satisfy promptly all of the State's Updated

Objections subject to the limitations of this Agreement. If Albemarle does not satisfy any one or more of the State's Updated Objections promptly, the State may, in its sole discretion, elect to:

(i) Accept the Property subject to the State's Updated Objection or cure the State's Updated Objection on behalf of Albemarle, and, in either event, deduct from the Consideration at the applicable Closing the actual cost of satisfying such State's Updated Objection, provided, however, that in the event the State intends to deduct from the Consideration at any Closing a total of \$50,000 or more, whether for one or more State's Updated Objections and/or Updated Title Objections, Albemarle will have the right to terminate this Agreement upon written notice to the State, and in such event any further obligations of the Parties hereunder will be without further force and effect. In the event the State accepts title subject to any Updated Title Objection raised by the State, such Updated Title Objection will be deemed to be waived for all purposes and will be deemed a Permitted Exception; or

(ii) In the case of Updated Title Objections, obtain from the Title Company an acceptable endorsement providing affirmative coverage expressly insuring against loss or damage resulting from the Updated Title Objection, and deduct from the Consideration at the applicable Closing the actual cost of satisfying such Updated Title Objection, provided, however, that in the event the State intends to deduct from the Consideration at any Closing a total of \$50,000 or more, whether for one or more State's Updated Objections and/or Updated Title Objections, Albemarle will have the right to terminate this Agreement upon written notice to the State, and in such event any further obligations of the Parties hereunder will be without further force and effect; or

(iii) If Albemarle elects not to cure the State's Updated Objection, then the State may declare to accept the Property subject to the State's Updated Objection with no reduction in the Consideration and at no cost to Albemarle; or the State may declare this Agreement terminated, whereupon the Parties will have no further rights or obligations hereunder.

8.11 Due Diligence Materials. Prior to the end of the Termination Period, with respect to the State's Initial Inspections, and prior to the applicable Closing Date, with respect to the State's Updated Inspections, the State shall deliver to Albemarle copies of all environmental audits, surveys, soil tests, termite inspections, title reports, appraisals, engineering reports and other data, reports, analyses or other documents or information obtained or generated by or for the State in connection with the State's Initial Inspections or the State's Updated Inspections, as applicable.

Article 9 Conditions Precedent to Real Estate Obligations of the State

The obligations of the State under this Agreement are, at the option of the State (which may be waived specifically in writing by the State, in whole or in part), subject to the satisfaction, on or prior to each Closing Date, of the following conditions:

9.1 **Execution and Delivery of Closing Documents.** Albemarle will have executed and delivered each of the Closing Documents to which it is a Party.

9.2 **Obstructive Proceedings.** No suit, pleading, action, or Claim will have been alleged, filed or instituted by any Person (excluding the State or LED) seeking injunctive relief or damages in a material amount, and no order, decree or judgment will have been rendered by any Governmental Authority, which seeks to void or would prevent the consummation of or render it unlawful for the State to enter into this Agreement and/or acquire the Property.

9.3 **Order Prohibiting Transaction.** No order will have been entered in any action or proceeding before any court or Governmental Authority, and no temporary, preliminary or permanent injunction by any court will have been issued which would have the effect of (a) making the transactions contemplated by this Agreement unenforceable or illegal; (b) otherwise preventing consummation of such transaction; or (c) imposing material limitations on the ability of the State effectively to acquire or hold the Property or the exercise of full rights of ownership of the Property.

9.4 **No Changes to Condition of Property.** There shall have been, between the Effective Date and each Closing Effective Date, no material adverse change in the condition of the portion of the Property to be conveyed at such Closing, subject to ordinary wear and tear.

9.5 **No Misrepresentation or Breach of Covenants, Representations and Warranties.** There will have been no material breach by Albemarle in the performance of any of its covenants herein, and each of the representations and warranties of Albemarle contained or referred to in this Agreement will be true and correct in all material respects on each Closing Effective Date as though made on each Closing Effective Date.

9.6 **Appraisal.** The State shall have obtained an appraisal of the Property from John Doiron, a Louisiana certified appraiser, on or before December 31, 2003, in form and content satisfactory to the State indicating that (i) the fair market value of the Phase I Property is at least One Million and No/100 (\$1,000,000.00) Dollars; (ii) the fair market value of the Phase II Property is at least Three Million and No/100 (\$3,000,000.00) Dollars; and (iii) the fair market value of the Phase III Property is at least Two Million and No/100 (\$2,000,000.00) Dollars.

9.7 **Legislative Appropriation and Treasury Funding.** The obligation of the State to acquire the Property is contingent on satisfaction of each of the following funding requirements for each Phase of the Property ("**Funding Requirements**"): (a) the approval by the Legislature of an appropriation of funds ("**Appropriation**") in the amount of the Consideration for the Closing of that respective Phase of the Property in the year set forth below:

Property	Consideration	Year
Phase I Property	\$1,000,000.00	2003
Phase II Property	\$3,000,000.00	2004
Phase III Property	\$2,000,000.00	2005

(b) signature of the Governor of the Appropriation legislation without reduction; and (c) the approval by the State Bond Commission of a line of credit and/or sale of bonds, if required by law; and (d) the transfer from the Treasury of the State of Louisiana to the Title Agent of an amount not less than the Consideration and Closing costs. In the event of failure to satisfy the Funding Requirements, this Agreement shall terminate as to those Phases of the Property for which the Funding Requirements are not satisfied. In the event of any termination of this Agreement as provided in this Agreement, no Party shall have the right to rescind or revoke any Closing that occurred prior to such termination.

The State, through the Commissioner of Administration, agrees to request the appropriation necessary to meet the requirements of the State under Section 4.2 and further agrees to use its best efforts to effect the Legislative appropriation required to fulfill the provisions of Section 4.2, but makes no representations, warranties or covenants, express or implied, that the Legislature will make such appropriations. A failure by the Legislature to appropriate sufficient funds to satisfy the obligation of the State set forth in Section 4.2 shall not constitute an event of default under this Agreement, but this Agreement shall thereupon terminate. However, such failure to appropriate by the State shall relieve Albemarle of its duty hereunder to fulfill its Equivalent Obligations set forth in Section 4.1.

Article 10 Closing and Closing Date

10.1 Closing Date. Unless the Parties otherwise agree in writing, each Closing will occur on a date acceptable to the Parties, and the Closing for the Phase I Property will occur on or before March 15, 2004, the Closing for the Phase II Property will occur on or before the later of December 31, 2004 or one year after the Closing of the Phase I Property, and the Closing for the Phase III Property will occur on or before December 31, 2005, unless extended pursuant to the terms of this Agreement (“Closing Date”). Anything herein to the contrary notwithstanding, this Agreement may be terminated at any time:

- a. on or prior to each Closing Date by the mutual consent of the Parties; or,
- b. for a reason otherwise permitted in this Agreement which does not constitute a Default by the terminating Party.

Upon any termination as above provided, written notice will be given to the other Party, and thereupon this Agreement will become void and of no effect and there will be no liability on the part of any Party to any other Party.

10.2 Place. Each Closing will be held at the offices of the State’s attorneys, Jones, Walker, Waechter, Poitevent, Carrère & Denègre, L.L.P., in Baton Rouge, Louisiana, or such other place as the Parties may mutually agree.

Article 11

Obligations of Parties at Real Estate Closing and Certain Post Closing Matters

11.1 **Albemarle's Obligations to the State at Closing.** At each Closing, Albemarle will execute, acknowledge, deliver or cause to be delivered to the State:

a. **Act of Cash Sale.** An Act of Cash Sale, Bill of Sale, and Assignment of the Property conveying to the State all of Albemarle's right, title and interest in and to the Property with limited warranty as to title subject only to the Permitted Exceptions and with full substitution and subrogation in and to any claims and/or causes of action which Albemarle has or may have against all preceding owners; provided, however, that the G.S.R.I. Ave. Tract 1, the G.S.R.I. Ave. Tract 2 and the "Gulf South Parkway Tract" shall be conveyed by non-warranty quitclaim. Such Act of Sale shall also contain use restrictions limiting the use of the Property conveyed to the following uses, until such time as the State acquires all of the Parcels: offices, laboratory, chemical research and development and business incubator; subject to any further restrictions on the use of the Property that may be of record as of the Effective Date.

b. **Consents.** Any consents of third Persons which are necessary to effectively transfer the Property to the State.

c. **Possession.** Possession of the Property.

d. **Non-Resident Certificate.** A certificate made under penalty of perjury by Albemarle stating that Albemarle is not a foreign Person as defined by the IRC.

e. **Owner's Affidavit.** An owner's affidavit or affidavits, together with such other evidence as may be reasonably required by the Title Company insuring the State's full ownership title to the Property, which affidavits or other documentary evidence, if required, will be in form and substance reasonably satisfactory to the Title Company and reasonably sufficient to cause the Title Company to issue owner's title insurance policies on the Property, provided, however, that Albemarle shall not be required to indemnify the Title Company or make any representations not otherwise made by Albemarle to the State under this Agreement.

f. **1099 Information.** Any information in connection with the conveyance of the Property by Albemarle required by the IRC in connection with the preparation and filing of Treas. Form 1099.

g. **Access and Utilities Servitude.** At the Phase I Property Closing only, the Declaration of Predial Servitudes for Access and Utilities.

h. **Additional Documentation.** All documents to be provided by Albemarle to the State as required by any other provision of this Agreement.

11.2 **State's Obligations to Albemarle at Closing.** On each Closing Date, the State will deliver or cause to be delivered to Albemarle:

a. **Funds.** The Title Agent's escrow account check payable to Albemarle, the Fed wire transfer of immediately available funds in the amount of the Consideration for the respective Closing, or other financing means mutually agreed to by the Parties.

b. **Additional Documentation.** All documents to be provided, executed, and delivered by the State to Albemarle as required by any other provision of this Agreement, including, without limitation, the Act of Cash Sale, Bill of Sale and Assignment of the Property and the Access and Utilities Servitude.

11.3 Closing Costs.

a. **Closing Expenses.** Albemarle and the State will each bear their respective costs and expenses incurred or to be incurred in negotiating and preparing this Agreement. The State will bear the cost of preparing and recording the documents of transfer of the Property.

b. **Ad Valorem Taxes.** Ad Valorem Taxes for the current year will be apportioned between Albemarle and the State as of each Closing Effective Date; provided, however, that if the current year's assessment is not available at the time of Closing, the apportionment will be based upon the most recent assessment available and will be corrected so as to be accurate with monetary adjustment made within thirty (30) days after actual taxes are known.

11.4 Utility Prorations.

a. **Apportionment at Closing.** Utility charges shall be apportioned between the State and Albemarle as of each Closing Effective Date.

b. **Between Phase I Closing and Phase II Closing.** Beginning on the Phase I Closing Effective Date and continuing to the Phase II Closing Effective Date, the State will pay its portion of the cost for electricity, water, gas, sewer, lawn mowing areas adjacent to Buildings 410 and 414, and exterior perimeter security on a monthly basis. The estimated charge for Buildings 410 and 414 is \$3,853/month, exclusive of water, sewer and security. This estimated charge does not include any charges for water, sewer or security since Buildings 410 and 414 are not currently (as of the Phase I Closing Effective Date) occupied. If and when the State occupies Buildings 410 and 414, the State's payment will be increased based upon usage of water, sewer and security.

c. **Between Phase II Closing and Phase III Closing.** Beginning on the Phase II Closing Effective Date and continuing to the Phase III Closing Effective Date, the State will take control of all utilities for the Property and will charge Albemarle \$1,113/month for electricity, gas and lawn mowing areas around Buildings 402 and 404. This does not include any charges for water, sewer or security since Buildings 402 and 404 are not intended to be occupied by Albemarle after the Phase II Closing Effective Date. If and when Albemarle occupies Buildings 402 and 404, the cost will be increased based upon usage.

d. **Early Termination of Agreement.** If this Agreement terminates at any time following the Phase I Closing Effective Date but prior to the Phase III Closing Effective Date, then the applicable rights and obligations of the Parties set forth in this Section 11.4 shall nevertheless continue for a period of one hundred eighty (180) days following the termination of this Agreement. From and after the expiration of such one hundred eighty (180) days, no Party shall have any obligation hereunder to provide to any other Party any electricity, water, gas, sewer, lawn mowing, security or any other utility or service.

11.5 **Post Closing Environmental Matters.** Albemarle currently holds operational and other permits (including environmental permits) related to the Property. It is currently contemplated that these permits will not be transferred to the State. However, during such period of time between the Phase I Closing Effective Date and the Phase II Closing Effective Date as the State, its tenants and/or invitees may occupy Buildings 410 and 414, the State, its tenants and/or invitees may in accordance with law be covered under Albemarle's permits related to the Property. Therefore, prior to any occupancy by the State of Buildings 410 and 414 and for the period extending through the Phase II Closing Effective Date, the State and Albemarle will meet and establish in good faith procedures to respond to any issues surrounding operational and other permitting matters arising from any joint occupancy of the Property, including, without limitation, operating limits for air and water emissions by the State, its tenants and invitees, and notification procedures for any discharges by the State, its tenants, and invitees that might cause a violation of Albemarle's permits. Notwithstanding the foregoing, during the occupancy by the State of Buildings 410 and 414, the State and its tenants and invitees in Buildings 410 and 414 will not take any actions in their occupancy or operation of such Buildings (including, without limitation, air and water emissions) that would cause Albemarle to be in violation of its permits, and the State, its tenants and invitees will be solely responsible for any costs, expenses or liabilities relating thereto.

Article 12 Waiver of Liens and Resolatory Conditions

Notwithstanding anything in this Agreement to the contrary, it is Albemarle's intention that no vendor's lien, and/or privilege, mortgage, resolatory condition, right of rescission nor stipulation for the benefit of a third party (other than the State's and the State's assignees and designees), will be created by this Agreement; and, should any be deemed to have been created, they are hereby expressly released, renounced, waived and abandoned.

Article 13 Default and Remedy

13.1 a. **Events of Default by Albemarle; Non-Real Estate.**

(1) In the event Albemarle fails to perform its obligations under Section 4.1 (with the exception of any failure to perform its obligations under Section 4.1(b), which failure is governed by the terms of such Section), and such failure is not cured within

thirty (30) days of written notice by the State thereof, such failure shall be deemed to be a Default by Albemarle.

(2) In the event Albemarle shall fail in its obligations set forth in Article 17 and such failure is not cured within thirty (30) days following written notification by the Contract Monitor thereof, such failure shall be deemed a Default by Albemarle.

b. **Events of Default by Albemarle; Real Estate.** In the event Albemarle fails to comply with its obligations under Articles 5 through 12, and such failure is not cured within thirty (30) days following written notice by the State thereof, such failure shall be deemed to be a Default by Albemarle.

c. **Events of Default by the State.** Failure by the State to comply with its obligations under Articles 4 through 12 shall constitute a Default by the State if such failure is not cured within thirty (30) days following written notice by Albemarle thereof.

d. **Other Defaults.** Should any Party fail to comply with any other material provision hereof or should any representation contained herein be found to be false and such default is not cured within thirty (30) days of notification thereof, such event shall be an event of Default.

13.2 Remedies.

a. Prior to each Closing, if Albemarle is then in Default as provided in Section 13.1 or is unable or unwilling to consummate the sale of the Property, for any reason except the State's Default or the termination of this Agreement pursuant to any of the termination provisions hereof, or if, subject to other provisions of this Agreement, there is any material adverse change with respect to the Property, the State may, at its option, terminate this Agreement by written notice to Albemarle; or may enforce specific performance of this Agreement.

b. Default by the State under Section 13.1(c) or (d) either (i) after receipt by Albemarle of the \$1,000,000 due from the State at the Phase I Property Closing resulting in no other funds being so received by Albemarle shall result in Albemarle retaining the \$1,000,000 and the State retaining the Phase I Property only and no Reimbursable Funds shall be owed by Albemarle regardless of Baseline Payroll performance, or (ii) after receipt of the additional \$3,000,000 due from the State by the Phase II Property Closing Effective Date and no other funds being so received by Albemarle shall result in the State retaining the Phase I Property and the Phase II Property only, Albemarle retaining the \$4,000,000 received to date and no Reimbursable Funds shall be owed by Albemarle regardless of Baseline Payroll performance. In the event that either clause (i) or (ii) above shall apply, Albemarle shall have the option to terminate this Agreement.

c. If the State Defaults in the due and timely performance of any of the State's obligations hereunder, the conditions to the State's obligations set forth in this Agreement having been satisfied and the State being in Default and Albemarle not being in Default

hereunder, Albemarle may terminate this Agreement by written notice to the State, Albemarle hereby waiving any rights it might have otherwise, including, without limitation, the right to enforce this Agreement by specific performance.

d. An Event of Default by the State as described in Section 13.1(c) or (d) above shall give Albemarle the option to terminate this Agreement.

e. It is understood by all Parties that, notwithstanding the fact that the State may incur interest and other financing charges in order to meet its obligations under this Agreement, Albemarle shall not be liable for any financing interest or other financing costs which may be incurred by the State due to this Agreement. Upon failure to make payment within ninety (90) days of the date of written demand, interest shall accrue thereon at judicial interest provided for by Louisiana law until paid. The Parties agree that the aggregate sum of \$3,000,000 shall be the maximum amount of any liability of Albemarle hereunder. This reimbursement obligation of Albemarle is the sole remedy available to any other party for an Event of Default by Albemarle and each Party waives any other legal or contractual remedy that otherwise would be available to it.

f. The Parties agree that the transfer of ownership of the Property required by this Agreement and expenditure of \$3,000,000 cash by Albemarle meets or exceeds the value of the State's investment. This Section 13.2 is not intended by the Parties to constitute forfeiture or penalty clauses, but instead is negotiated by the Parties in order to protect the State.

g. The remedies available upon Default set forth in this Section 13.2 shall be exclusive and no consequential, punitive, exemplary or indirect damages shall be available to any Party from any other Party deemed to be in default hereunder.

h. No delay or omission in the exercise of any rights or remedy accruing to one Party upon any breach by another Party under this Agreement will impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained will not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained. Except as specifically excepted in this Agreement, all rights, powers, options, or remedies afforded to any Party either hereunder or by law will be cumulative and not alternative and the exercise of one right, power, option or remedy will not bar other rights, powers, options, or remedies allowed herein or by law.

Article 14 **Audit Matters and Reporting**

Albemarle shall make its books and records related to this Agreement available to the Legislative Auditor of the State of Louisiana during reasonable business hours in the same manner as required by La. R.S. 39:1516 and R.S. 24:513, and shall retain such books and records for three (3) years after the final payment by the State hereunder.

Article 15
Assignment

This Agreement is binding upon the Parties and their successors and permitted assigns. The Parties shall not transfer or assign this Agreement or transfer or assign any or all of their rights or delegate any or all of their duties hereunder, without the consent of each of the other Parties, which consent shall not be unreasonably withheld or delayed.

Article 16
Term

The term of this Agreement shall extend from its stated effective date through June 30, 2013, subject to earlier termination as provided elsewhere herein. If the Phase I Property Closing does not occur on or before March 15, 2004, this Agreement will terminate as of such date and will be of no further force and effect. The warranties and representations of Albemarle, the State or LED made pursuant to Article 3 will expire one year after the Closing with respect to which such warranty or representation was made.

Article 17
Affirmative Covenants

17.1 **Covenants.** Albemarle will furnish or cause to be furnished to the LED and the State:

(a) Upon thirty (30) days written request from time to time from the Contract Monitor, but not more frequently than semi-annually, written reports providing a narrative description of the activities of Albemarle as they relate to the Goals and Objectives.

(b) As soon as available and in any event within one hundred eighty (180) days after the end of each calendar year, a copy of the SEC Form 10-K of Albemarle for such calendar year.

17.2 **Contract Monitoring.** LED and the State shall be represented by the Contract Monitor whose duties shall include the auditing and monitoring of this Agreement. Until June 30, 2013, Albemarle will furnish the Contract Monitor the following information in written form, upon written request from the Contract Monitor, but not more frequently than on a semi-annual or annual basis, as may be established at the discretion of the Contract Monitor:

(1) **Safety Information.** Albemarle will provide information on the implementation of a comprehensive safety program that includes: quantifiable goals; continuous improvement safety training; operations in accordance with current OSHA standards; and an accident investigation policy.

(2) **Manufacturing Productivity.** Albemarle will provide information on the development and implementation of continuous improvement efforts in the field of productivity improvement.

(3) **Louisiana Material and Services Usage.** Albemarle will provide information on the purchase of goods and services including the use of Louisiana supplied materials and services and non-Louisiana supplied materials and services.

(4) **Quality Control.** Albemarle will provide information evaluating overall product quality at its facilities including evaluation of product quality for a predominant share of their customer base.

(5) **Information Technology.** Albemarle will provide information on the use of information technology on a continuous improvement basis to support manufacturing operations.

(6) **Payroll.** Albemarle will provide an annual account of Payroll for Qualified Employment in the State. Albemarle shall also waive its right to the confidentiality of its employment data submitted to the Louisiana Department of Labor only as required to permit the Department of Labor to provide to the Contract Monitor with accurate data as to compliance with Baseline Payroll.

17.3 **Equivalent Obligation.** Set forth on Exhibit D is a list of expenditures funded or intended to be funded by Albemarle, such list to be used by the Contract Monitor to assess Albemarle's compliance with its Equivalent Obligations under this Agreement.

Article 18 Miscellaneous

18.1 **Severance.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18.2 **No Personal Liability of Albemarle or State Officials.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent provided by law.

18.3 **Venue.** The 19th Judicial District Court, East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation,

special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

18.4 **Tax Liability.** Albemarle agrees that the responsibility for payment of any taxes of Albemarle due to this Agreement shall be Albemarle's obligation and identified under Federal Tax ID number 54-1692118.

18.5 **Discrimination Clause.** Albemarle agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended, by the Equal Opportunity Act of 1972, Federal Executive Order 11146, the Federal Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. In addition, Albemarle agrees to abide by the applicable requirements of the Americans with Disabilities Act of 1990, provided, that nothing herein shall be construed to require Albemarle to make any modifications or improvements to the Property or the buildings or facilities located thereon. Albemarle agrees not to discriminate against participants due to race, color, religion, sex, disabilities or national origin. Albemarle agrees to ensure that all services will be delivered without discrimination due to race, color, religion, sex, national origin or disabilities.

18.6 **Delay or Omission.** No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach by any other Party under this Agreement will impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein contained will not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

18.7 **Approval of Documents.** Any document required to be prepared, executed and delivered in connection with each Closing will be in a form reasonably satisfactory to Albemarle and the State and their respective counsel.

18.8 **Risk of Loss.** The risk of loss or damage to the Property or any part thereof by fire or other casualty will from the date hereof until each Closing Date be borne by Albemarle.

18.9 **Destruction to Property.** If prior to any Closing Date that portion of the Property subject to the Closing is damaged or destroyed by fire or other casualty, and if Albemarle has knowledge of such damage or destruction, Albemarle shall advise the State in writing within five (5) days of the date thereof ("**Casualty Notice**"). The State shall have the option to (a) proceed to the Closing and purchase the Property as is; or (b), if such casualty is greater than 5% of the value of the Property, the State shall have the option to proceed to the Closing and the State shall purchase the Property, with an adjustment in the Consideration based upon a mutually agreed upon appraisal of the damage, or to terminate this Agreement.

18.10 **Notices.** All notices or other communications required or permitted hereunder will be in writing, will be delivered personally, by certified mail of the United States Postal Service, or by a commercial, overnight delivery service that operates on a nationwide basis such as Federal Express and United Parcel Service, and will be considered given upon the earlier of

actual receipt or forty-eight (48) hours after delivery to the carrier with postage or fees prepaid.
All such notices will be addressed as follows:

IF TO THE STATE (All of the following):

The Division of Administration
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

Attention: Commissioner of Administration

or

The Division of Administration
Claiborne Building
1201 North Third Street
Baton Rouge, Louisiana 70802

Attention: Commissioner of Administration

WITH COPIES TO:

Louisiana Attorney General
Post Office Box 94005
Baton Rouge, Louisiana 70804-9005

and

Charles Landry
Jones, Walker, Waechter, Poitevent,
Carrère & Denègre. L.L.P.
Suite 500
8555 United Plaza Boulevard
Baton Rouge, Louisiana 70809

IF TO ALBEMARLE:

Albemarle Corporation
451 Florida Street
Baton Rouge, Louisiana 70801
Attention: Senior Vice President, Operations

WITH A COPY TO:

Albemarle Corporation
451 Florida Street
Baton Rouge, Louisiana 70801
Attention: Office of General Counsel

or to such other addresses as the Parties may specify by written notice to the other.

18.11 Further Assurances. Following each Closing, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party in order to perfect and complete the purchase and sale of the Property as set forth herein, and the other transactions specifically contemplated herein.

18.12 Waiver of Terms. Any of the terms or conditions of this Agreement may be waived at any time by the Parties which are entitled to the benefit thereof but only by a written notice signed by the Parties waiving such terms or conditions. The waiver of any term or condition will not be construed as a waiver of any other term or condition of this Agreement.

18.13 Amendment of Agreement. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by Albemarle and by the State.

18.14 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana.

18.15 Partial Invalidity. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

18.16 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their respective successors, assignees and designees.

18.17 Execution in Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed as an original agreement, but all of which together will constitute one and the same instrument.

18.18 Titles and Headings. Titles and headings to sections herein are for purposes of reference only, and will in no way limit, define, or otherwise affect to the provisions herein.

18.19 Entire Agreement. The Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties or any of them, with respect to the subject matter hereof.

18.20 **Recordation.** The State has the right to record this Agreement, at the State's sole cost and expense. If this Agreement is terminated as otherwise provided herein prior to the conveyance of all of the Property to the State, the State shall execute and deliver an instrument in recordable form sufficient to evidence of record such termination.

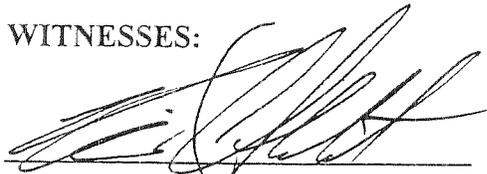
18.21 **Rules of Interpretation.** The following rules will apply to the construction of this Agreement unless the context requires otherwise: (a) the singular includes the plural and the plural, the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to "writing" include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words "including", "includes" and "include" will be deemed to be followed by words "without limitation"; (f) references to the introductory paragraph, preliminary statements, articles, sections or subdivision of sections, exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (g) references to agreements and other contractual instruments will be deemed to include all subsequent amendments and other modifications to such instruments; (h) references to Persons include their respective successors and assigns to the extent successors or assigns are permitted or not prohibited by the terms of this Agreement; (i) "or" is not exclusive; (j) provisions apply to successive events and transactions; (k) references to documents or agreements which have been terminated or released or which have expired will be of no force and effect after such termination, release, or expiration; (l) references to mail will be deemed to refer to first-class mail, postage prepaid, unless another type of mail is specified; (m) all references to time will be to Baton Rouge, Louisiana time; (n) references to specific persons, positions, or officers will include those who or which succeed to or perform their respective functions, duties, or responsibilities; (o) the terms "herein", "hereunder", "hereof", and any similar terms refer to this Agreement as a whole and not to any particular articles, section or subdivision hereof; and the term "heretofore" means before the Effective Date, and (p) all Parties have been actively involved in drafting this document and no provision hereof will be construed in favor of or against any Party on the basis of such Party's role in drafting that particular provision.

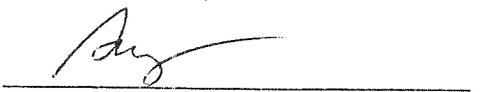
18.22 **Time is of Essence.** Time is of the essence of this Agreement.

18.23 **Waiver of Liens and Resolatory Conditions.** Notwithstanding anything in this Agreement to the contrary, it is neither Albemarle's nor the State's, nor LED's intention that a vendor's lien, and/or privilege, mortgage, resolatory condition, right of rescission or stipulation for the benefit of a third party, be created by this Agreement or the assumption of any obligation referred to in this Agreement; and, should any be deemed to have been created, they are hereby expressly released, renounced, waived and abandoned.

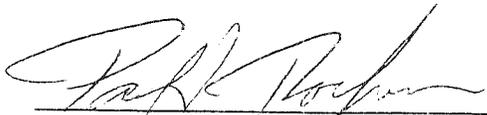
Signed this 8th day of January, 2004, in Baton Rouge, Louisiana, before the undersigned witnesses.

WITNESSES:





ALBEMARLE CORPORATION

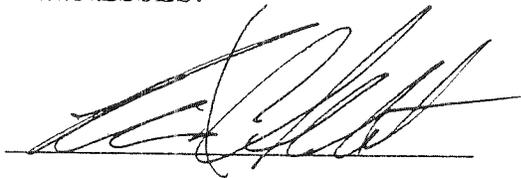
By: 

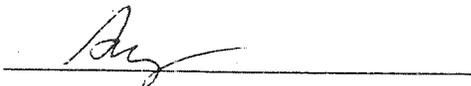
Paul F. Rocheleau, Senior Vice President
and Chief Financial Officer

{Signatures continued on following page}

Signed this 8th day of January, 2004, in Baton Rouge, Louisiana, before the undersigned witnesses.

WITNESSES:





THE STATE OF LOUISIANA, acting by and through the Division of Administration

By:

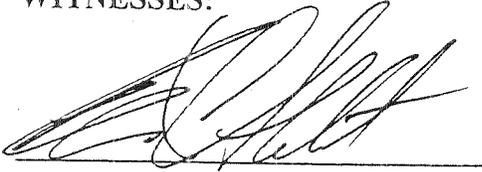


Mark C. Drennen, Commissioner of Administration, State of Louisiana

{Signatures continued on following page}

Signed this 8th day of January, 2004, in Baton Rouge, Louisiana, before the undersigned witnesses.

WITNESSES:



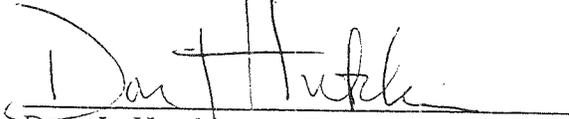
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LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By:



A handwritten signature in black ink, written over a horizontal line.

Don J. Hutchinson, Secretary, Department
of Economic Development, State of
Louisiana

SCHEDULE 1 (Section 1.33)

Description of Parcels 1, 2 and 3

- Parcel 1: Tract Y-1-A-1-A-1
- Parcel 2: Tract Y-1-A-1-A-2
- Parcel 3: Tract X-1; Tract Y-2-A; Tract Y-1-A-1-A-3; Tract Y-2-B-1-A-1-A-1-A; Tract Y-2-B-1-B; Tract Y-2-B-3; G.S.R.I. Ave. Tract 1; G.S.R.I Ave. Tract 2 and the Gulf S. Parkway Tract

THIS TRACT WAS REVISED - SEE PAGE 5

(All as shown on the preliminary resubdivision map attached as Exhibit A)

SCHEDULE 2 (Section 1.38)

Phase I Property Exceptions

1. Buildings 410/414:

Rolm phone system and network wiring equipment and appurtenances located in such buildings shall remain the property of Albemarle until such time as the Phase II Property is transferred to the State, at which time such system and equipment will transfer to the State. Albemarle will be given access to such phone system and wiring equipment for operation, maintenance, repair and replacement.

2. If and to the extent any utility or service lines or systems are located in, on or under the Phase I Property, but serve the Phase II Property or the Phase III Property, then such lines or systems and appurtenances shall remain the property of Albemarle until such time as all of the property served by such lines or systems is transferred to the State, at which time such lines and systems will transfer to the State.

SCHEDULE 3 (Section 1.39)

Phase II Property Exceptions

1. Building 401:

Office furniture, PC's, printers, and all other office equipment shall remain the property of Albemarle, which is solely responsible for its removal or disposal, unless otherwise agreed in writing with the State or its designee.

2. Building 403:

Office furniture, PC's, printers, office equipment, dry boxes, analytical and applications equipment and all lab equipment (excluding hoods, vents and countertops, which remain) and supplies shall remain the property of Albemarle, which is solely responsible for its removal or disposal, unless otherwise agreed in writing with the State or its designee.

3. Buildings 411, 412, 413A, 413B, 415, 420:

Office furniture, PC's, printers and other office equipment, storage cabinets, racks, analytical and applications equipment and all lab equipment and supplies shall remain the property of Albemarle, which is solely responsible for its removal or disposal, unless otherwise agreed in writing with the State or its designee.

4. Site specific building repair materials will remain.

5. If and to the extent any utility or service lines or systems are located in, on or under the Phase II Property, but serve the Phase III Property, then such lines or systems and appurtenances shall remain the property of Albemarle until such time as all of the property served by such lines or systems is transferred to the State, at which time such lines and systems will transfer to the State.

SCHEDULE 4 (Section 1.40)

Phase III Property Exceptions

1. Building 402:

Any personal property, furnishings and equipment owned by Louisiana Department of Environmental Quality are excluded.

Machine Shop equipment and supplies are excluded. Albemarle is solely responsible for their removal.

2. Building 404:

All office furniture, PC's, printers, office equipment, dry boxes, analytical and applications equipment and all lab equipment (excluding hoods, vents and countertops, which remain) and supplies shall remain the property of Albemarle, which is solely responsible for its removal or disposal, unless otherwise agreed in writing with the State or its designee.

3. Albemarle's obligations under this Agreement are subject to Albemarle's obligations, if any, arising under Section 12.3 of that certain Contract to Purchase and Sell Property dated December 12 and 16, 1997 between Albemarle, as seller, and Joe Harman, et al., as buyer. Nothing contained herein shall be construed as an acknowledgment by Albemarle or the State that any such obligations exist under said Section 12.3.

SCHEDULE 5 (Section 1.55)

Permitted Exceptions

- 
1. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
 2. General and special taxes or assessments for 2004 and subsequent years which are not yet due and payable.
 3. Reservation of mineral rights by Harry B. Nelson in that act of sale to C. Russell Kleinpeter, recorded at Original 83, Bundle 1485, official records of East Baton Rouge Parish, Louisiana.
 4. Restrictions and building conditions as set out in Act Prescribing Restrictions and Building Conditions dated June 23, 1967 and recorded July 7, 1967, at Original 58, Bundle 6496, official records of East Baton Rouge Parish, Louisiana as amended and recorded on September 4, 1968, at Original 64, Bundle 6851; as amended and recorded March 20, 1970, at Original 3, Bundle 7264; as amended and recorded June 27, 1974, at Original 5, Bundle 8788.
 5. Servitude Agreement to Gulf States Utilities Company by Gulf South Research Institute, dated February 20, 1975 and recorded June 13, 1975, at Original 122, Bundle 9106, as superceded by Servitude Agreement dated June 4, 1981 and recorded August 5, 1981, at Original 541, Bundle 9447, official records of East Baton Rouge Parish, Louisiana.
 6. Right of Way Agreement to Baton Rouge Water Works by Ethyl Development Corporation, dated and recorded January 4, 1980, at Original 285, Bundle 9359, official records of East Baton Rouge Parish, Louisiana.
 7. Right of Way Agreement to Baton Rouge Water Works by Ethyl Development Corporation, dated and recorded January 4, 1980, at Original 285, Bundle 9359, official records of East Baton Rouge Parish, Louisiana.
 8. Servitude to Gulf States Utilities Company by Ethyl Corporation, dated January 7, 1985 and recorded January 30, 1985, at Original 365, Bundle 9725, official records of East Baton Rouge Parish, Louisiana.
 9. Servitude to Gulf States Utilities Company by Ethyl Corporation, dated June 26, 1984 and recorded May 13, 1985, at Original 789, Bundle 9748, official records of East Baton Rouge Parish, Louisiana.
 10. Application for Adjustment of Zoning Ordinance changing a twenty-five foot (25') building set back to six foot (6') building set back, dated October 1, 1985 and recorded

December 11, 1985 at Original 803, Bundle 9800, official records of East Baton Rouge Parish, Louisiana.

11. Extract of Lease/Option/Amendment by and between Albemarle Corporation and Department of Environmental Quality dated September 29, 1999 and recorded October 5, 1999 at Original 221, Bundle 11058, as amended by the certain Extract of Lease/Option/Amendment dated September 18, 2001 and recorded November 9, 2001 at Original 962, Bundle 11286, official records of East Baton Rouge Parish, Louisiana.
12. Any and all servitudes, including without limitation, the dedication to the public of a right-of-way interest over Gulf South Parkway, all as shown on the official map prepared by Alvin Fairburn and recorded July 7, 1982, at Original 911, Bundle 9579, official records of East Baton Rouge Parish, Louisiana.
13. Any and all servitudes and setback lines shown on the official map prepared by Professional Engineering Consultants Corporation, Joseph Garrett, dated August 29, 1991, at Original 184, Bundle 10281, official records of East Baton Rouge Parish, Louisiana.
14. Servitude to Gulf States Utilities Company by Ethyl Corporation dated January 17, 1989 and recorded January 31, 1989, at Original 809, Bundle 10057, official records of East Baton Rouge Parish, Louisiana.
15. Right of Way Agreement to Interstate Oil Pipeline Company, dated January 9, 1957 and recorded February 7, 1957 at COB 1290 Folio 162, Original 57, Bundle 3889, official records of East Baton Rouge Parish, Louisiana.
16. Reservation of mineral rights by Mrs. Ruth Cockerham in that act of sale to Hereford Land Company, Inc., recorded at Original 6, Bundle 1768, official records of East Baton Rouge Parish, Louisiana.
17. Right of Way Agreement to Louisiana Department of Highways, dated December 9, 1959 and recorded December 15, 1959 at COB 1476 Folio 371, Original 29, Bundle 4558, official records of East Baton Rouge Parish, Louisiana.
18. Use restriction located in the Act of Donation of Land by and between Albert H. Steinbach and Irene A. Steinbach and Baton Rouge Area Foundation, dated February 28, 1967 and recorded June 30, 1967, at Original 66, Bundle 6491, official records of East Baton Rouge Parish, Louisiana wherein donor donated the property "...for the establishment, installation, construction and maintenance of either a private or public road or street thereon...", thereby creating a use restriction on the property.
19. Right of Way Grant to Exxon Pipeline Company by Albemarle Corporation, dated December 9, 1997 and recorded December 17, 1997, at Original 364, Bundle 10849, official records of East Baton Rouge Parish, Louisiana.

20. Right of Way and Servitude Agreement to Liquid Carbonic Industries Corporation by Albemarle Corporation dated June 29, 1995 and recorded July 14, 1995, at Original 368, Bundle 10610, official records of East Baton Rouge Parish, Louisiana.
21. Grant of Rights of Way for G.S.R.I Avenue Project by and between The Baton Rouge Area Foundation and The Parish of East Baton Rouge, dated May 29, 1967 and recorded June 30, 1967, at Original 67, Bundle 6491, official records of East Baton Rouge Parish, Louisiana.
22. Reservation of mineral rights to the State of Louisiana in that Transfer and Lease executed by and between Gulf South Research Institute and Department of Commerce of the State of Louisiana, dated September 20, 1977 and recorded October 11, 1977, at Original 975, Bundle 9222 official records of East Baton Rouge Parish, Louisiana.
23. Act of Dedication of Servitudes, Privileges and Restrictions, by and between Gulf South Research Development Corporation and Gulf South Research Institute, dated November 18, 1985 and recorded November 19, 1985, at Original 915, Bundle 9795, official records of East Baton Rouge Parish, Louisiana.
24. Servitude of Drain to PEC Properties, L.L.C. by Albemarle Corporation, dated December 30, 1997 and recorded January 5, 1998, at Original 653, Bundle 10852, official records of East Baton Rouge Parish, Louisiana.
25. Seven and five-tenths (7.50') foot utility servitude as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.
26. "5' Servitude Scaled off Ref. Map B" along Gulf South Parkway as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.
27. Existing Sewer "WYE" servitude along Gulf South Parkway as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.

28. Existing Five (5') foot GSU servitude along the West side of Gulf South Parkway as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.
29. Existing Five (5') foot GSU servitude along the South side of Gulf South Parkway as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.
30. Existing Five (5') foot GSU servitude along the East side of Gulf South Parkway as shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.
31. Any and all servitudes and setback lines shown on map entitled "Map Showing Resubdivision of Tracts Y-2-B-1-A-1-A-1 and Y-2-B-2-A-1 into TRACTS Y-2-B-1-A-1-A-1-A AND Y-2-B-2-A-1-A formerly being a portion of the Baton Rouge Area Foundation Property Located in Sections 77 & 78, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Albemarle Corporation 451 Florida Boulevard, Baton Rouge, LA 70801", recorded at Original 234, Bundle 10854, official records of East Baton Rouge Parish, Louisiana.

SCHEDULE 6 (Section 3.1)

Contracts and Leases

1. Grazing Lease Agreement with Carroll Gueho for approximately 97 acres of property. Such lease is terminable upon ninety (90) days notice.
2. Lease/Option/Amendment between Albemarle Corporation and Louisiana Department of Environmental Quality.
3. Albemarle's obligations under this Agreement are subject to Albemarle's obligations, if any, arising under Section 12.3 of that certain Contract to Purchase and Sell Property dated December 12 and 16, 1997 between Albemarle, as seller, and Joe Harman, et al., as buyer. Nothing contained herein shall be construed as an acknowledgment by Albemarle or the State that any such obligations exist under said Section 12.3.

SCHEDULE 7 (Section 3.1)

Litigation

None.

SCHEDULE 8 (Section 3.1)

Environmental Matters

Asbestos:

To the Best of Albemarle's Knowledge, the following is a summary of asbestos by Phase by building:

Phase I:

Building 410:
Lab hood baffle plates may contain asbestos cement liners.

Building 414:
Lab hood baffle plates may contain asbestos cement liners.

Phase II:

Building 401:
Some floor tiles may contain asbestos.

Building 403:
Lab hood baffle plates may contain asbestos cement liners. Some floor tiles may contain asbestos.

Building 411:
Lab hood baffle plates may contain asbestos cement liners.

Phase III:

Building 402:
Lab hood baffle plates may contain asbestos cement liners. Some floor tiles may contain asbestos.

Building 404:
Lab hood baffle plates may contain asbestos cement liners

PCBs:

To the Best of Albemarle's Knowledge, there is no known use of PCBs in any electrical equipment owned by Albemarle. There are large transformers on site owned and maintained by Entergy which have labels disclaiming use of PCBs, but Albemarle makes no warranties or representations with respect to such Entergy equipment.

Hazardous Waste:

While both hazardous and nonhazardous wastes are generated on site from Albemarle's operations, to the Best of Albemarle's Knowledge, all wastes have been collected, stored and shipped offsite to a permitted TSD facility for proper disposal in accordance with all applicable laws and regulations.

EXHIBIT A
RESUBDIVISION PLAT

EXHIBIT B

TAX IMPACT ANALYSIS

STATE AND LOCAL GOVERNMENT TAX IMPACT ANALYSIS, FOR THE ANNUAL OPERATION OF Model

Year	TOTAL CONSTRUCTION WAGES		ST. & LOC. GOVT. TAX DUE TO WAGES PAID		DIRECT STATE GOVT. TAX IMPACT		INDIRECT STATE GOVT. TAX IMPACT		TOTAL INDIRECT WAGES CREATED		ST. & LOC. GOVT. TAX DUE TO WAGES PAID		INDIRECT LOCAL GOVT. TAX IMPACT		ONE-TIME LOCAL GOVT. TAX IMPACT		ONE-TIME STATE GOVT. TAX IMPACT		ONE-TIME TOTAL GOVT. TAX IMPACT	
	2003	0	\$747,535	\$1,347,344	\$114,524	\$73,754	\$98,146	\$90,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

IMPACT DURING CONSTRUCTION PERIOD

Year	Average Number of Total Employees	Total Taxable Annual Purchases		Annual State Government Sales Taxes On Purchases		Annual Local Government Sales Taxes On Purchases		Estimated State & Local Taxes Paid By Employees		Estimated State Taxes Paid By Employees		Estimated Local Taxes Paid By Employees		Estimated Total Direct Taxes Paid Annually		Estimated Indirect Taxes Paid Annually		Estimated Total Indirect Taxes Paid Annually		Estimated Total Direct Taxes Paid Annually		Estimated Total Indirect Taxes Paid Annually		Estimated Total Taxes Paid Annually		Estimated Total Jobs Created		Estimated Total State Tax Impact		Estimated Total Local Tax Impact		Estimated Total Tax Impact														
		2003	579	\$43,053,560	\$13,000,000	\$1,105,000	\$585,000	\$4,305,356	\$2,583,214	\$1,722,142	\$3,103,214	\$2,307,142	\$1,668	\$3,341,610	\$2,227,740	\$10,979,706	\$6,444,824	\$4,534,862	\$11,254,199	\$6,805,944	\$4,648,254	\$11,535,554	\$6,771,093	\$4,764,461	\$11,823,943	\$6,940,370	\$4,883,572	\$12,119,541	\$7,113,879	\$5,005,662	\$12,422,530	\$7,291,726	\$5,130,803	\$12,733,093	\$7,474,020	\$5,259,073	\$13,051,420	\$7,660,870	\$5,350,550	\$13,377,706	\$7,852,392	\$5,525,314	\$13,712,148	\$8,044,702	\$5,663,447	\$14,029,950

CUMULATIVE ANALYSIS OF IMPACT

Year	Average Number of Total Employees	Cumulative Taxable Annual Purchases		Cumulative Annual State Government Sales Taxes On Purchases		Cumulative Annual Local Government Sales Taxes On Purchases		Cumulative Estimated State & Local Taxes Paid By Employees		Cumulative Estimated State Taxes Paid By Employees		Cumulative Estimated Local Taxes Paid By Employees		Cumulative Estimated Total Direct Taxes Paid		Cumulative Estimated Indirect Taxes Paid		Cumulative Estimated Total Indirect Taxes Paid		Cumulative Estimated Total Direct Taxes Paid		Cumulative Estimated Total Indirect Taxes Paid		Cumulative Estimated Total Taxes Paid		Cumulative Estimated Total Jobs Created		Cumulative Estimated Total State Tax Impact		Cumulative Estimated Total Local Tax Impact		Cumulative Estimated Total Tax Impact														
		2003	579	\$43,053,560	\$13,000,000	\$1,105,000	\$585,000	\$4,305,356	\$2,583,214	\$1,722,142	\$3,103,214	\$2,307,142	1,668	\$3,341,610	\$2,227,740	\$10,979,706	\$6,444,824	\$4,534,862	\$11,254,199	\$6,805,944	\$4,648,254	\$11,535,554	\$6,771,093	\$4,764,461	\$11,823,943	\$6,940,370	\$4,883,572	\$12,119,541	\$7,113,879	\$5,005,662	\$12,422,530	\$7,291,726	\$5,130,803	\$12,733,093	\$7,474,020	\$5,259,073	\$13,051,420	\$7,660,870	\$5,350,550	\$13,377,706	\$7,852,392	\$5,525,314	\$13,712,148	\$8,044,702	\$5,663,447	\$14,029,950

* Assumptions:

Prepared By LA Economic Development, Communications & Research, Dave Roach

37966

I:\division\op\incentive\impact\iv impact-model-Albemarle Corporation

MS

EXHIBIT C

FORM OF DECLARATION OF PREDIAL SERVITUDES
FOR ACCESS AND UTILITIES

DECLARATION OF PREDIAL SERVITUDES FOR ACCESS AND UTILITIES

BE IT KNOWN, that on the date hereinafter set forth, before the undersigned Notary Public and in the presence of the undersigned competent witnesses, personally came and appeared:

ALBEMARLE CORPORATION, a Virginia corporation, whose mailing address is 451 Florida Street, Baton Rouge, Louisiana 70801, appearing herein by and through its undersigned officer, duly authorized pursuant to a resolution of its Board of Directors, a certified extract of which is attached hereto ("Albemarle");

who declared as follows:

WHEREAS, Albemarle is the owner of the land described on Exhibit "A" attached hereto ("Parcel 1"); the land described on Exhibit "B" attached hereto ("Parcel 2"); and the lands described on Exhibit C attached hereto ("Parcel 3"), in each case together with the buildings and improvements located thereon; and

WHEREAS Albemarle desires to establish by destination of the owner reciprocal predial servitudes affecting the Parcels. Such servitudes shall be in favor of each Parcel, with each Parcel being considered a dominant estate with rights across the other Parcels as servient estates, and each Parcel being considered a servient estate burdened by servitudes in favor of each Parcel as a dominant estate.

NOW THEREFORE, in consideration of the benefits to accrue to each Parcel and the respective Owners and tenants of each Parcel, by virtue of these presents, Albemarle does hereby declare, covenant and agree as follows (which declaration, covenants and agreements are referred to as this "Declaration"):

1. Definitions. The following terms shall have the meanings specified below:

"Access Servitude No. 1 Area" means that portion of Parcel 2 described as "30' Private Access Servitude No. 1" on Exhibit D attached hereto.

“Access Servitude No. 2 Area” means that portion of Parcel 2 described as “30' Private Access Servitude No. 2” on Exhibit D attached hereto.

“Owner” means each individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, government agency or other entity now or hereafter owning all or any portion of the Parcels and their respective grantees and successors-in-interest.

“Permittee” means the tenant(s), subtenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers and invites of: (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

“Parcel” means Parcel 1, Parcel 2 or Parcel 3, as the context requires, and “Parcels” collectively shall mean all three of such Parcels.

“Tract Y-1-A-1-A-3” means the land designated as Tract Y-1-A-1-A-3 on Exhibit C, which land is a part of Parcel 3.

2. Servitudes.

2.1 Access to Parcel 1 and Tract Y-1-A-1-C. Albemarle does hereby establish and create for the benefit of Parcel 1 and the Parcel 1 Owner and Permittees a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over and across the Access Servitude Area No. 2. Albemarle does hereby establish and create for the benefit of Tract Y-1-A-1-A-3 and the Tract Y-1-A-1-A-3 Owners and Permittees a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over and across the Access Servitude No. 1 Area. Notwithstanding anything set forth herein to the contrary, the servitude of passage and ingress and/or egress established and created in this Section 2.1 for the benefit of Parcel 1 shall expire on June 30, 2005. The servitude of passage and ingress and/or egress established and created in this Section 2.1 for the benefit of Tract Y-1-A-1-A-3 shall exist in perpetuity.

2.2 Access to Parcels 2 and 3. Albemarle does hereby establish and create for the benefit of Parcel 2 and Parcel 3 and the Owners and Permittees of each of Parcel 2 and Parcel 3 a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across and upon the sidewalks, access roads and drives located on Parcel 1, as such sidewalks, access roads and drives may exist from time to time.

2.3 Access to Parcel 3. Albemarle does hereby establish and create for the benefit of Parcel 3 and the Owners and Permittees of Parcel 3 a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across and upon the sidewalks, access roads and drives located on Parcel 2, as such sidewalks, access roads and drives may exist from time to time.

2.4 Utilities.

(a) Albemarle does hereby establish and create for the benefit of each Parcel and the Owners and Permittees of each Parcel a reciprocal non-exclusive servitude under, over, across and on each of the Parcels for the purpose of operating, utilizing, maintaining, repairing and replacing existing water, sewer, communications, electricity, television, gas and other utility lines, facilities and appurtenances serving such benefitted Parcel. Such servitude shall include, without limitation, a servitude in favor of Albemarle to use Albemarle's phone system and network wiring equipment located on Parcel 1. The dimensions and elevations of such utility servitude areas shall be limited to the outside diameter or other dimensions of such lines, facilities and improvements; and such servitude rights shall additionally include the non-exclusive right of access over and across the Parcels as may be reasonably necessary to enable the benefitted Owner or Permittee to access such lines, facilities and improvements.

(b) Pursuant to the terms and conditions of a Cooperative Endeavor Agreement (the "CEA") executed among Albemarle, the State of Louisiana (the "State") and the Louisiana Department of Economic Development, the State intends to purchase all of the Parcels from Albemarle. Presently, certain of the utility systems serving the Parcels are interconnected and/or not separately metered and certain utility facilities serving certain Parcels are located on other Parcels. If for any reason the CEA terminates or is terminated prior to the acquisition by the State of all of the Parcels, then within one hundred eighty (180) days following such termination each of the Owners of the Parcels shall cause the utility systems serving such Owner's Parcel or Parcels to be reconfigured and separately metered such that each Owner's Parcel or Parcels shall have a direct connection to the third party provider of such utility service and no Owner shall have any obligation to provide to any other Owner any utility service. Each Owner agrees to grant servitudes in favor of such third party providers as may be reasonably necessary to carry out the intent of this Section 2.4(b).

2.5 Relocation of Servitudes. Notwithstanding anything set forth herein to the contrary, each Owner shall have the right at its sole expense to relocate from time to time all or any part of the servitudes established herein on its Parcel; provided the operations of the Owners and Permittees benefitted by such servitudes are not thereby unreasonably impaired.

2.6 Non-Exclusive. The servitudes established by this Declaration are nonexclusive. An Owner may grant additional rights, servitudes and restrictions on an Owner's Parcel provided these additional rights, servitudes and restrictions do not adversely affect the use of the servitudes created by this Declaration.

3. Maintenance and Repairs. No Owner shall have liability to maintain, repair, or replace any sidewalk, access road, drive or utility line, facility or improvement built or to be built on any other Owner's Parcel or to share in the cost of any such maintenance, repair, or replacement of any such sidewalk, access road, drive or utility line, facility or improvement.

4. Covenants Run With the Land. Each covenant and undertaking as to each Parcel shall run with the land; and each Parcel shall be held, transferred, sold, conveyed, leased, occupied and used subject to the predial servitudes hereby granted and established. From and after the conveyance of all or a portion of a Parcel by the then current Owner, such then current Owner shall be released from all duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations by virtue of becoming the Owner of the Parcel or portion thereof; provided, however, that an Owner transferring title to all or a portion of a Parcel shall not be released from any liabilities, damages, or other claims resulting from such Owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance.

5. Successors and Assigns. This Declaration and the servitudes, covenants, benefits, and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its assigns, heirs, grantees and successors-in-interest.

6. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner or Permittee of any portion of a Parcel, each Owner shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

7. Modification: Withdrawal of All or Part of Parcel 3. This Declaration shall not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of then current Owners of the Parcels affected by such modification or rescission; provided, however, Albemarle reserves the right to withdraw all or any portion of Parcel 3 from the benefits (but not the burdens) of this Agreement.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

9. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

10. Waiver of Default. No waiver of any default by any Owner will be implied from the failure of another Owner to take any action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such waiver. One or more waivers of any default in the performance of any provision of this Declaration shall not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to be a waiver or render unnecessary to the consent to or approval of any subsequent similar act or request.

11. Severability. In the event any of the provisions, or portions thereof, of this Declaration are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on this ____ day of _____, 2004, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

ALBEMARLE CORPORATION

By:

Name: _____
Title: _____

NOTARY PUBLIC

EXHIBIT A

Description of Parcel 1

EXHIBIT B

Description of Parcel 2

EXHIBIT C

Description of Parcel 3

EXHIBIT D

Description of Access Servitude Areas

[descriptions of areas designated as "30' Private Access Servitude No. 1" and "30' Private Access Servitude No. 2" on the resubdivision map to be inserted here]

EXHIBIT D

LIST OF CAPITAL EXPENDITURES

ALBEMARLE 2003-2004 Capital Expenditures	Total
Year 2003	
ATC	\$ 136,425
PDC	1,725,454
BRT	382,000
Total Year 2003	\$ 2,243,879
Year 2004	
PDC	\$ 9,600,000
BRT	900,000
Total Year 2004	\$10,500,000

STATE OF LOUISIANA
STATEWIDE LAND AND BUILDINGS SYSTEM
R011, R025 - CONVEY INFORMATION (SITE CODE/DOC)
Print Date/Time: 12/08/06 08:34 AM

FACILITY NAME: LSU - SOUTH CAMPUS - BATON ROUGE
SITE CODE: 2 - 17 - 125
DOCUMENT NUMBER: 0002

VENDOR: ALBEMARLE CORP
 VENDEE: STATE / DOA
 PARISH: EAST BATON ROUGE PLAT: Y INSTR. TYPE: PU - PURCHASE
 LEASE / OWN : S MINERALS: N INSTR. DATE : 02/29/2004
 ACQUISITION COST : \$1,000,000 STATE COST : \$1,000,000
 COB /FOLIO: 824/11594 ENTRY NUMBER :
 RECORDATION DATE: 04/06/2004 MERIDIAN: S - ST. HELENA
 SEC-TWN-RNG: 040-08 S-01 E

-----ACRES-----

TOTAL: 4.90
 OWNED: 4.90
 LEASED: 0.00
 TRANSFER: 0.00
 ROW: 0.00

DESCRIPTION:

TRACT Y-1-A-1-A-1 IN SEC 40 & 77, T8S-R1E, BEING 4.895 ACRES, ALSO KNOWN AS "PARCEL 1" OF THE "PHASE 1" PROPERTY. INCLUDES BLDGS # 410 AND 414.

NOTES:

PARCEL 1 OF PHASE 1 BEING 4.895 ACRES; INCLUDES BLDGS # 410 AND 414. SEE DOC 3 FOR ACT OF CORRECTION.

MAP ATT.

SC
2-17-125
Doc 2

C

ORIG 824 BNDL 11594

CASH SALE

Before the respective undersigned Notaries Public and in the presence of the respective undersigned witnesses, personally appeared:

ALBEMARLE CORPORATION, a Virginia corporation, whose mailing address is 451 Florida Boulevard, Baton Rouge, Louisiana 70801, appearing herein by and through its undersigned officer, duly authorized pursuant to a resolution of its Board of Directors, a certified extract of which is attached hereto (as "Seller"),

who declared that for the price of One Million and No/100 (\$1,000,000.00) Dollars cash, receipt of which is acknowledged, Selier hereby sells and delivers without any warranty of title, not even as to the return of the purchase price, except as to Seller's acts, but with subrogation to all rights and actions of warranty Seller may have, unto:

THE STATE OF LOUISIANA, through the DIVISION OF ADMINISTRATION, herein represented by the undersigned, the mailing address of which is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 (as "Buyer"),

the following described property (the "Phase I Property"), the possession and delivery of which Buyer acknowledges:

Parcel 1:

A Certain Tract or Parcel of Ground, being a portion of land situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-1", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway, South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to the POINT OF BEGINNING;

thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to a point;

{B0268720.2}

thence proceed South 59 degrees 55 minutes 19 seconds East a distance of 641.70 feet to a point;

thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 284.05 feet to a point;

thence proceed North 29 degrees 09 minutes 03 seconds East a distance of 69.55 feet to a point;

thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 319.39 feet to a point;

thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 312.10 feet to a point;

thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 84.88 feet to a point;

thence proceed North 69 degrees 28 minutes 08 seconds West a distance of 22.63 feet to a point;

thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 511.86 feet to a point;

thence proceed North 31 degrees 34 minutes 50 seconds East a distance of 195.99 feet to a point;

thence proceed North 59 degrees 55 minutes 19 seconds West a distance of 639.56 feet to a point;

thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 179.18 feet to a point;

thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 50.00 feet back to the POINT OF BEGINNING;

as shown on that map of survey (the "Survey") entitled "Map Showing Resubdivision of Tract 'Y-1-A-1-A' into Tracts 'Y-1-A-1-A-1', 'Y-1-A-1-A-2', & 'Y-1-A-1-A-3', A Tract Formerly Owned by The Baton Rouge Area Foundation, Located in Section 40, 77, & 78, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Albemarle

(B0268720.2)

Corporation" prepared by CSRS, dated February 10, 2004, and signed by Michael B. Songy, P.L.S., a copy of which is attached hereto and made a part hereof by reference;

being a portion of the same property acquired by Seller by that certain act recorded in the official records of East Baton Rouge Parish, Louisiana as Original 400, Bundle 10529;

together with: (a) all improvements situated thereon, including without limitation Buildings 410 and 414; (b) all fixtures, equipment and appurtenances pertaining thereto; (c) any rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights of ways; and (d) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

Notwithstanding the foregoing, the Rolm phone system and network wiring equipment and appurtenances located in or appurtenant to Buildings 410 and 414 shall remain the property of Seller until such time as the Phase II Property is transferred to Buyer, at which time such system and equipment will automatically transfer to Buyer. Seller will be given access to such phone system and wiring equipment for operation, maintenance, repair and replacement.

Further, to the extent any utility or service lines or systems are located in, on or under the Phase I Property, but serve the Phase II Property or the Phase III Property, then such lines or systems and appurtenances shall remain the property of Seller until such time as all the property served by such lines or systems is transferred to Buyer, at which time such lines and systems will automatically transfer to Buyer.

The Phase I Property is sold and accepted subject to the Declaration of Predial Servitudes for Access and Utilities which shall be executed on even date herewith, and to the Permitted Exceptions listed on Schedule 5 to the Cooperative Endeavor Agreement, dated January 8, 2004, and recorded in the official records of East Baton Rouge Parish, Louisiana as Original 63, Bundle 11578.

According to the records of the Sheriff of East Baton Rouge Parish, Louisiana, ad valorem taxes on the Property have been paid for the calendar years 2001, 2002 and 2003.

SEE ATTACHED



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 heirs, successors and assigns of the respective parties, and Buyer, its successors and assigns shall have and hold the described Phase I Property in full ownership forever. Seller expressly waives any right of first refusal to reacquire the Phase I Property under the provisions of Louisiana R.S. 41:1338A or other applicable law.

Buyer and Seller dispense with the production of any mortgage certificates, tax receipts or other certificates that may be required by law and the undersigned Notaries are released from any responsibility or liability for not producing and/or attaching same. The undersigned Notaries have not rendered, nor have they been requested to render, an opinion on the title to the Phase I Property transferred pursuant to this instrument; nor have the Notaries made any warranty or representation as to the zoning of the Phase I Property.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

[signatures on the following page]

{BQ268720.2}

4

MINERALS ARE RESERVED
BY PRIOR OWNERS - SEE
DOC 1 PAGE 43, 44 & 45.

This act has been signed by Seller in Richmond, Virginia, on the 26th day of February, 2004, in the presence of the undersigned Notary and witnesses.

WITNESSES:

ALBEMARLE CORPORATION

Signature: [Signature]
Print: [Name]

By: [Signature]
Print: SE VP - CFO
Title: Carl F. Hochstetler

Signature: [Signature]
Print: [Name]

[Signature]
NOTARY PUBLIC

Printed Name: [Name]

This act has been signed by Buyer in Baton Rouge, Louisiana, on the 29th day of February, 2004, in the presence of the undersigned Notary and witnesses.

WITNESSES:

THE STATE OF LOUISIANA

Signature: [Signature]
Print: [Name]

By: [Signature]
Jerry Luke LeBlanc,
Commissioner,
Division of Administration

Signature: [Signature]
Print: [Name]

[Signature]
NOTARY PUBLIC

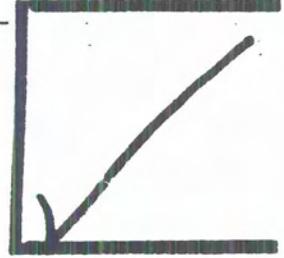
Donald E. Bradford
La. Bar Roll Number 03368

MAP

Original 824 Bundle 11594

OF THE MAP RECORDS

**RECORDED
PLAN MAP**



AND

**RECORDED
ATTACHED MAP**



Date Recorded 4-6-04

DOUG WELBORN

CLERK OF COURT

EAST BATON ROUGE PARISH

BATON ROUGE, LOUISIANA

6

ALBEMARLE CORPORATION

CERTIFIED COPY OF RESOLUTIONS

I, Richard A. Sabakot, Assistant Secretary of Albemarle Corporation, a Virginia corporation (the "Company"), do hereby certify that:

(a) The following is a true and correct copy of resolutions (the "Resolutions") adopted by the Board of Directors of the Company on November 19, 2003, and that the Resolutions are now in full force and effect:

RESOLVED, that the Chairman of the Board, Vice Chairman of the Board, Chief Executive Officer and any Senior Vice President are authorized to continue or have continued negotiations and to enter into a cooperative endeavor agreement with the State whereby the Company will sell the ATC to the State for the sum of \$6,000,000, \$3,000,000 of which is subject to the Company maintaining certain levels of employment in the State over a 10-year period, such agreement and related documents to be in such form as the signing officer, upon advice of counsel, may approve and his signature to be conclusive evidence of such approval;

RESOLVED, that any one of the officers mentioned in the preceding resolutions be and hereby is authorized to sign such documents and take such other actions, upon advice of counsel, as may be necessary or desirable in connection with the arrangements specified above.

(b) The "Cooperative Endeavor Agreement" referred to in the Resolutions was executed and delivered by the Company, the State of Louisiana (the "State") and the Louisiana Department of Economic Development as of January 8, 2004 (the "CEA").

(c) The CEA provides that the Company agrees to sell, convey, transfer, assign, and deliver to the State, and the State agrees to purchase from the Company, (i) the Phase I Property for a consideration of One Million and 00/100 (\$1,000,000.00) Dollars cash; (ii) the Phase II Property for a consideration of Three Million and 00/100 (\$3,000,000.00) Dollars cash; and (iii) the Phase III Property for a consideration of Two Million and 00/100 (\$2,000,000.00) Dollars cash.

(d) The CEA further provides that:

(i) "Phase I Property" means all of the Company's right, title and interest in and to Parcel 1, together with: (a) all improvements situated thereon, including without limitation Buildings 410 and 414; (b) all fixtures, equipment and appurtenances pertaining thereto, except as noted in Schedule 2 to the CEA; any rights, title and interest of the Company in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise

appertaining to such land, buildings, improvements, or other components of such immovable property.

(ii) "Phase II Property" means all of the Company's right, title and interest in and to Parcel 2, together with: (a) all improvements situated thereon, including without limitation Buildings 401, 403, 411, 412, 413A, 413B, 415 and 420; (b) all fixtures, equipment and appurtenances pertaining thereto, except as noted in Schedule 3 to the CEA; any rights, title and interest of the Company in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

(iii) "Phase III Property" means all of the Company's right, title and interest in and to Parcel 3, except as noted in Schedule 4 to the CEA, together with: (a) all improvements situated thereon, including without limitation Buildings 402 and 404; (b) all fixtures, equipment and appurtenances pertaining thereto except as noted in Schedule 4 to the CEA; any rights, title and interest of the Company in and to adjacent streets, roads, alleys and rights of way; and (c) all rights, ways, privileges, servitudes, and advantages belonging or in anywise appertaining to such land, buildings, improvements, or other components of such immovable property.

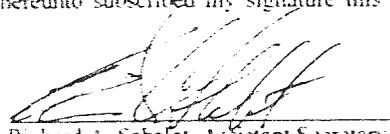
(e) The CEA further provides that:

"Parcel 1", "Parcel 2", and "Parcel 3" mean, individually or collectively, the Parcels described on Schedule 1 attached hereto.

(f) The following persons hold the offices set forth below, and, as such, each is duly authorized by the Resolutions to execute and deliver to the State any acts of cash sale, bills of sale, declarations of predial servitudes, settlement statements or other documents and instruments as may be necessary or appropriate to carry out the purposes of the Resolutions:

<u>Name</u>	<u>Title</u>
Paul F. Rocheleau	Senior Vice President and Chief Financial Officer
George A. Newbill	Senior Vice President
John M. Steitz	Senior Vice President
Mark C. Rohr	Senior Vice President

IN WITNESS WHEREOF, I have hereunto subscribed my signature this 23rd
day of February, 2004.


Richard A. Sabalot, Assistant Secretary

802901-1

9

Schedule I

Description of Parcel 1

Tract "Y-1-A-1-A-1". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-1", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway, South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to the POINT OF BEGINNING; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to a point; thence proceed South 59 degrees 55 minutes 19 seconds East a distance of 641.70 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 284.05 feet to a point; thence proceed North 29 degrees 09 minutes 03 seconds East a distance of 69.55 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 319.39 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 312.10 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 84.88 feet to a point; thence proceed North 69 degrees 28 minutes 08 seconds West a distance of 22.63 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 511.86 feet to a point; thence proceed North 31 degrees 34 minutes 50 seconds East a distance of 195.99 feet to a point; thence proceed North 59 degrees 55 minutes 19 seconds West a distance of 639.56 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 179.18 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 50.00 feet back to the POINT OF BEGINNING, containing 4.90 acres or 213,236 square feet, more or less.

Description of Parcel 2

Tract "Y-1-A-1-A-2". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-2", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway: thence proceed along the Easterly Right of Way line of Gulf South Parkway, South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to the POINT OF BEGINNING; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 200.00 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 631.48 feet to a point; thence proceed North 45 degrees 40 minutes 43 seconds East a distance of 629.08 feet to a point located on the Southerly Right of Way line of G.S.R.I. Avenue; thence proceed along said Southerly Right of Way line of G.S.R.I. Avenue, South 61 degrees 48 minutes 37 seconds East a distance of 585.39 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 370.49 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 24.38 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 201.67 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 324.50 feet to a point; thence proceed North 29 degrees 32 minutes 58 seconds East a distance of 572.31 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 1,014.14 feet to a point; thence proceed South 57 degrees 20 minutes 31 seconds West a distance of 2,777.14 feet to a point; thence proceed North 32 degrees 39 minutes 29 seconds West a distance of 1,903.20 feet to a point; thence proceed along the arc of a curve, to the left, a distance of 658.68 feet, said arc having a radius of 2,148.65, a chord direction of North 37 degrees 03 minutes 45 seconds East and a chord length of 656.10 feet, to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 179.18 feet to a point; thence proceed South 59 degrees 55 minutes 19 seconds East a distance of 639.56 feet to a point; thence proceed South 31 degrees 34 minutes 50 seconds West a distance of 195.99 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 511.86 feet to a point; thence proceed South 69 degrees 28 minutes 08 seconds East a distance of 22.63 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 84.88 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 312.10 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 319.39 feet to a point; thence proceed South 29 degrees 09 minutes 03 seconds West a distance of 69.55 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 284.05 feet to a point; thence proceed North 59 degrees 55 minutes 19 seconds West a distance of 641.70 feet back to the POINT OF BEGINNING, said tract containing 87.45 acres or 3,809,135 square feet, more or less.

Description of Parcel 3

Tract "Y-2-B-1-B". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-2-B-1-B", and being more particularly described as follows:

Beginning at the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 180.00 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 800.00 feet back to the POINT OF BEGINNING, containing 3.306 acres or 144,000 square feet, more or less.

Tract "X-1". A Certain Tract or Parcel of Ground, being located in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "X-1", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 50.00 feet to the POINT OF BEGINNING; thence proceed along the arc of a curve to the right, a distance of 658.68 feet, said curve having a radius of 2,148.65 feet, a chord direction of South 37 degrees 03 minutes 45 seconds West and a chord length of 656.10 feet to a point; thence proceed along the arc of a curve to the right, a distance of 532.69 feet, said curve having a radius of 1,959.85 feet, a chord direction of South 49 degrees 33 minutes 16 seconds West and a chord length of 531.05 feet, to a point; thence, proceed South 57 degrees 20 minutes 31 seconds West a distance of 586.10 feet to a point; thence, proceed North 32 degrees 39 minutes 29 seconds West a distance of 100.00 feet to a point; thence, proceed North 57 degrees 20 minutes 31 seconds East a distance of 586.10 feet to a point; thence proceed along the arc of a curve to the left, a distance of 533.44 feet, said curve having a radius of 1,859.86 feet, a chord length of 531.61 feet and a chord direction of North 49 degrees 07 minutes 31

seconds East, to a point; thence proceed South 32 degrees 39 minutes 29 seconds East a distance of 52.97 feet to a point; thence proceed along the arc of a curve to the left, a distance of 633.09 feet, said curve having a radius of 2,098.65 feet, a chord direction of North 36 degrees 55 minutes 29 seconds East and a chord length of 630.70 feet, to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 50.00 feet back to the POINT OF BEGINNING, containing 3.311 acres or 144,208 square feet, more or less.

Tract "Y-2-B-3". A Certain Tract or Parcel of Ground, situated in Section 78, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract Y-2-B-3, and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue, North 61 degrees 48 minutes 37 seconds West a distance of 50.00 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 419.13 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 598.10 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 849.98 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 100.04 feet to the POINT OF BEGINNING; thence proceed South 29 Degrees 52 minutes 41 seconds West a distance of 36.94 feet to a point; thence proceed along the arc of a curve to the right, a distance of 369.19 feet, said arc having a radius of 1,859.86 feet, a chord direction of South 35 degrees 34 minutes 46 seconds West and a chord length of 368.58 feet, to a point; thence proceed North 32 degrees 39 minutes 29 seconds West a distance of 826.16 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 770.00 feet back to the POINT OF BEGINNING, containing 3.624 acres or 157,868 square feet, more or less.

Gulf South Parkway Tract. A Certain Tract or Parcel of Ground, being located in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Gulf South Parkway Tract 1, and being more particularly described as follows:

BEGINNING at the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway South 28 degrees 11 minutes 23 seconds West a distance of

800.00 feet to a point; thence continue South 28 degrees 11 minutes 23 seconds West a distance of 50.00 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 50.00 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 433.55 feet to a point; thence continue North 28 degrees 11 minutes 23 seconds East a distance of 416.55 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 50.00 feet back to the POINT OF BEGINNING, containing 0.976 acres or 42,500 square feet, more or less.

Tract "Y-2-A". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Sections 77 and 78, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract Y-2-A, and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue, South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to the POINT OF BEGINNING; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 820.53 feet to a point; thence proceed South 45 degrees 40 minutes 43 seconds West a distance of 629.08 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 631.48 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 600.00 feet back to the POINT OF BEGINNING, containing 10.000 acres or 435,603 square feet, more or less.

G.S.R.I. Tract 1. A Certain Tract or Parcel of Ground, situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as G.S.R.I. Tract 1, and being more particularly described as follows:

Beginning at the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue, North 61 degrees 48 minutes 37 seconds West a distance of 50.00 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 419.13 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 598.10 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 100.00 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 4,036.77 feet to a point; thence proceed South 57 degrees 20 minutes 31

seconds West a distance of 114.50 feet to a point; thence, proceed North 61 degrees 48 minutes 37 seconds West a distance of 1,913.23 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 820.53 feet to a point; thence continue North 61 degrees 48 minutes 37 seconds West a distance of 180.00 feet to the Point of Beginning, containing 9.20 acres or 400,888 square feet, more or less.

G.S.R.I. Tract 2. A Certain Tract or Parcel of Ground, situated in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as G.S.R.I. Tract 2, and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue, North 61 degrees 48 minutes 37 seconds West a distance of 50.00 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 419.13 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 598.10 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 849.98 feet to the POINT OF BEGINNING; thence proceed South 29 degrees 52 minutes 41 seconds West a distance of 39.86 feet to a point; thence proceed along the arc of a curve, to the right, a distance of 417.88 feet, said arc having a radius of 1959.86 feet, a chord direction of South 35 degrees 59 minutes 20 seconds West and a chord length of 417.09 feet, to a point; thence proceed North 32 degrees 39 minutes 29 seconds West a distance of 103.93 feet to a point; thence proceed along the arc of a curve to the left a distance of 369.19 feet, said arc having a radius of 1,859.86 feet, a chord direction of North 35 degrees 34 minutes 46 seconds East and a chord length of 368.58 feet, to a point; thence proceed North 29 Degrees 52 minutes 41 seconds East a distance of 36.94 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 100.04 feet back to the POINT OF BEGINNING, containing 0.992 acres or 43,209 square feet, more or less.

Tract "Y-1-A-1-A-3". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Section 40, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-3", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Westerly Boundary line of a 60 foot Drainage

802901-1

THIS TRACT WAS
REVISED - SEE
DOC 5

Servitude, said intersection being the Northeasterly corner of "Tract D",
thence proceed North 61 degrees 48 minutes 37 seconds West a distance of
1,014.14 feet to the POINT OF BEGINNING; thence proceed South 29
degrees 32 minutes 58 seconds West a distance of 572.31 feet to a point;
thence proceed North 61 degrees 48 minutes 37 seconds West a distance of
324.50 feet to a point; thence proceed North 28 degrees 11 minutes 23
seconds East a distance of 201.67 feet to a point; thence proceed South 61
degrees 48 minutes 37 seconds East a distance of 24.38 feet to a point;
thence proceed North 28 degrees 11 minutes 23 seconds East a distance of
370.49 feet to a point; thence proceed South 61 degrees 48 minutes 37
seconds East a distance of 313.69 feet back to the POINT OF
BEGINNING, containing 4.144 acres or 180,512 square feet, more or less.

Tract "Y-2-B-1-A-1-A-1-A". A Certain Tract or Parcel of Ground, being a
portion of land formerly owned by The Baton Rouge Area Foundation, situated in
Sections 77 and 78, Township 8 South, Range 1 East, Greensburg Land District,
East Baton Rouge Parish, Louisiana, designated as Tract "Y-2-B-1-A-1-A-1-A",
and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of
G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway;
thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 50.00
feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a
distance of 416.55 feet to the POINT OF BEGINNING; thence proceed South 28
degrees 11 minutes 23 seconds West a distance of 433.45 feet to a point; thence
proceed along the arc of a curve, to the right, a distance of 633.09 feet, said arc
having a radius of 2,098.65 feet, a chord direction of South 36 degrees 55 minutes
29 seconds West and a chord length of 630.70 feet, to a point; thence proceed
North 32 degrees 39 minutes 29 seconds West a distance of 2,094.52 feet to a
point; thence proceed along the arc of a curve, to the left a distance of 417.88 feet,
said arc having a radius of 1,959.86, a chord direction of North 35 degrees 59
minutes 20 seconds East, and a chord length of 417.09 feet, to a point; thence
proceed North 29 degrees 52 minutes 41 seconds East a distance of 39.86 feet to a
point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of
849.98 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds
East a distance of 598.10 feet to a point; thence proceed South 28 degrees 08
minutes 41 seconds West a distance of 399.86 feet to a point; thence proceed
South 59 degrees 31 minutes 42 seconds East a distance of 419.15 feet to a point;
to the POINT OF BEGINNING: containing 38.915 acres or 1,690,000 square feet,
more or less.

2004 APR 06 PM 03:40:58
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER

TAYLOR, PORTER, BROOKS & PHILLIPS

L.L.P.

ATTORNEYS AT LAW

Founded 1912

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451 FLORIDA STREET (70801)

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December 4, 2006

WILLIAM SHELBY McKENZIE
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W. LUTHER WILSON
GERALD L. WALTER, JR.
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T. MacDOUGALL WOMACK
DAVID M. BIENVENU, JR.
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ANDRÉE MATHERNE CULLENS
AMY GROVES LOWE
TIMOTHY J. POCHÉ
MICHAEL A. CRAWFORD
JOHN B. NOLAND, JR.
PHILLIP E. FOCO
TODD S. MANUEL
JOHN ALLAIN VIATOR
TRACY AVERETT MORGANTI
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² BOARD CERTIFIED TAX SPECIALIST
³ REGISTERED PATENT ATTORNEY
⁴ L.L.M. IN INTELLECTUAL PROPERTY
⁵ LICENSED IN MISSISSIPPI
⁶ LICENSED IN TEXAS
⁷ BOARD CERTIFIED ESTATE PLANNING
AND ADMINISTRATION SPECIALIST

WRITER'S DIRECT DIAL NUMBER: 225-381-0263
e-mail address: jennifer.sigler@taylorporter.com

VIA COURIER

Mr. Bobby Freyou
Public Lands Records Manager
State Land Office
State of Louisiana, Division of Administration
Claiborne Building, Suite G, Room 150
Baton Rouge, Louisiana 70801

RE: Sale of Albemarle property to the State of Louisiana

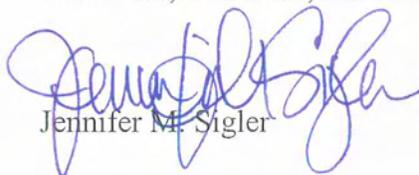
Dear Mr. Freyou:

Enclosed please find copies of the recorded sales of each of the three phases of the Albemarle property to the State of Louisiana, Division of Administration. Please let us know if you need anything additional relative to these transfers.

With kind regards, we are

Sincerely,

TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.


Jennifer M. Sigler

Enclosures

cc: Ms. Pamela Perkins (w/out enclosures & via U.S. Mail)

SELLER'S SETTLEMENT STATEMENT

FILE NO. : 18379/099122-00
BUYER: The State of Louisiana
SELLER: Albemarle Corporation
PROPERTY: Tract Y-1-A-1-A-1, Located in Section 40, 77 & 78, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana (Phase I Property)
SETTLEMENT DATE: February 25, 2004

SALES PRICE \$1,000,000.00

NET PROCEEDS TO SELLER \$1,000,000.00

The undersigned Seller acknowledges receipt of payment of the net proceeds in full settlement of the captioned sale. Taxes for the current year were not prorated to the date of closing. The parties agree to prorate the taxes in December, 2004 based upon actual taxes for 2004. Seller agrees to forward to Buyer immediately any tax bill received for 2004 taxes.

TITLE AGENT:

Baronne Title Co., Inc.

By:

Donald E. Bradford
Donald E. Bradford, Agent

SELLER:

Albemarle Corporation

By:

Paul K. Pugh
Its: Sr VP and CFO

BUYER'S SETTLEMENT STATEMENT

FILE NO. : 18379/099122-00
BUYER: The State of Louisiana
SELLER: Albemarle Corporation
PROPERTY: Tract Y-1-A-1-A-1, Located in Section 40, 77 & 78, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana (Phase I Property)
SETTLEMENT DATE: February 25, 2004

SALES PRICE \$1,000,000.00

PLUS BUYER'S CHARGES:

Title Insurance Premium
(Owner's Policy - \$1,000,000.00)
Baronne Title Co., Inc. (to be paid post closing)

Jones, Walker, Waechter, Poitevent,
Carrère & Denègre. L.L.P.- (to be billed post closing)

TOTAL OF BUYER'S CHARGES 1,000,000.00

NET DUE FROM BUYER \$1,000,000.00

Baronne Title Co., Inc. is hereby authorized to pay all items deducted directly to the parties indicated for the account of the undersigned. Taxes for the current year were not prorated to the date of closing. The parties agree to prorate the taxes in December, 2004 based upon actual taxes for 2004. Seller agrees to forward to Buyer immediately any tax bill received for 2004 taxes.

Baronne Title Co., Inc.

The State of Louisiana

By: Donald E. Bradford
Donald E. Bradford, Agent

By: Jerry Luke LeBlanc
Jerry Luke LeBlanc, Commissioner
Division of Administration

DECLARATION OF PREDIAL SERVITUDES FOR ACCESS AND UTILITIES

BE IT KNOWN, that on the date hereinafter set forth, before the undersigned Notary Public and in the presence of the undersigned competent witnesses, personally came and appeared:

ALBEMARLE CORPORATION, a Virginia corporation, whose mailing address is 451 Florida Street, Baton Rouge, Louisiana 70801, appearing herein by and through its undersigned officer, duly authorized pursuant to a resolution of its Board of Directors, a certified extract of which is attached hereto ("Albemarle");

who declared as follows:

WHEREAS, Albemarle is the owner of the land described on Exhibit "A" attached hereto ("Parcel 1"); the land described on Exhibit "B" attached hereto ("Parcel 2"); and the lands described on Exhibit C attached hereto ("Parcel 3"), in each case together with the buildings and improvements located thereon; and

WHEREAS Albemarle desires to establish by destination of the owner reciprocal predial servitudes affecting the Parcels. Such servitudes shall be in favor of each Parcel, with each Parcel being considered a dominant estate with rights across the other Parcels as servient estates, and each Parcel being considered a servient estate burdened by servitudes in favor of each Parcel as a dominant estate.

NOW THEREFORE, in consideration of the benefits to accrue to each Parcel and the respective Owners and tenants of each Parcel, by virtue of these presents, Albemarle does hereby declare, covenant and agree as follows (which declaration, covenants and agreements are referred to as this "Declaration"):

1. Definitions. The following terms shall have the meanings specified below:

"Access Servitude No. 1 Area" means that portion of Parcel 2 described as "30' Private Access Servitude No. 1" on Exhibit D attached hereto.

“Access Servitude No. 2 Area” means that portion of Parcel 2 described as “30' Private Access Servitude No. 2” on Exhibit D attached hereto.

“Owner” means each individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, government agency or other entity now or hereafter owning all or any portion of the Parcels and their respective grantees and successors-in-interest.

“Permittee” means the tenant(s), subtenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers and invites of: (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

“Parcel” means Parcel 1, Parcel 2 or Parcel 3, as the context requires, and “Parcels” collectively shall mean all three of such Parcels.

“Tract Y-1-A-1-A-3” means the land designated as Tract Y-1-A-1-A-3 on Exhibit C, which land is a part of Parcel 3.

2. Servitudes.

2.1 Access to Parcel 1 and Tract Y-1-A-1-C. Albemarle does hereby establish and create for the benefit of Parcel 1 and the Parcel 1 Owner and Permittees a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over and across the Access Servitude Area No. 2. Albemarle does hereby establish and create for the benefit of Tract Y-1-A-1-A-3 and the Tract Y-1-A-1-A-3 Owners and Permittees a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over and across the Access Servitude No. 1 Area. Notwithstanding anything set forth herein to the contrary, the servitude of passage and ingress and/or egress established and created in this Section 2.1 for the benefit of Parcel 1 shall expire on June 30, 2005. The servitude of passage and ingress and/or egress established and created in this Section 2.1 for the benefit of Tract Y-1-A-1-A-3 shall exist in perpetuity.

2.2 Access to Parcels 2 and 3. Albemarle does hereby establish and create for the benefit of Parcel 2 and Parcel 3 and the Owners and Permittees of each of Parcel 2 and Parcel 3 a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across and upon the sidewalks, access roads and drives located on Parcel 1, as such sidewalks, access roads and drives may exist from time to time.

2.3 Access to Parcel 3. Albemarle does hereby establish and create for the benefit of Parcel 3 and the Owners and Permittees of Parcel 3 a non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across

and upon the sidewalks, access roads and drives located on Parcel 2, as such sidewalks, access roads and drives may exist from time to time.

2.4 Utilities.

(a) Albemarle does hereby establish and create for the benefit of each Parcel and the Owners and Permittees of each Parcel a reciprocal non-exclusive servitude under, over, across and on each of the Parcels for the purpose of operating, utilizing, maintaining, repairing and replacing existing water, sewer, communications, electricity, television, gas and other utility lines, facilities and appurtenances serving such benefitted Parcel. Such servitude shall include, without limitation, a servitude in favor of Albemarle to use Albemarle's phone system and network wiring equipment located on Parcel 1. The dimensions and elevations of such utility servitude areas shall be limited to the outside diameter or other dimensions of such lines, facilities and improvements; and such servitude rights shall additionally include the non-exclusive right of access over and across the Parcels as may be reasonably necessary to enable the benefitted Owner or Permittee to access such lines, facilities and improvements.

(b) Pursuant to the terms and conditions of a Cooperative Endeavor Agreement (the "CEA") executed among Albemarle, the State of Louisiana (the "State") and the Louisiana Department of Economic Development, the State intends to purchase all of the Parcels from Albemarle. Presently, certain of the utility systems serving the Parcels are interconnected and/or not separately metered and certain utility facilities serving certain Parcels are located on other Parcels. If for any reason the CEA terminates or is terminated prior to the acquisition by the State of all of the Parcels, then within one hundred eighty (180) days following such termination each of the Owners of the Parcels shall cause the utility systems serving such Owner's Parcel or Parcels to be reconfigured and separately metered such that each Owner's Parcel or Parcels shall have a direct connection to the third party provider of such utility service and no Owner shall have any obligation to provide to any other Owner any utility service. Each Owner agrees to grant servitudes in favor of such third party providers as may be reasonably necessary to carry out the intent of this Section 2.4(b).

2.5 Relocation of Servitudes. Notwithstanding anything set forth herein to the contrary, each Owner shall have the right at its sole expense to relocate from time to time all or any part of the servitudes established herein on its Parcel; provided the operations of the Owners and Permittees benefitted by such servitudes are not thereby unreasonably impaired.

2.6 Non-Exclusive. The servitudes established by this Declaration are nonexclusive. An Owner may grant additional rights, servitudes and restrictions on an Owner's

Parcel provided these additional rights, servitudes and restrictions do not adversely affect the use of the servitudes created by this Declaration.

3. Maintenance and Repairs. No Owner shall have liability to maintain, repair, or replace any sidewalk, access road, drive or utility line, facility or improvement built or to be built on any other Owner's Parcel or to share in the cost of any such maintenance, repair, or replacement of any such sidewalk, access road, drive or utility line, facility or improvement.

4. Covenants Run With the Land. Each covenant and undertaking as to each Parcel shall run with the land; and each Parcel shall be held, transferred, sold, conveyed, leased, occupied and used subject to the predial servitudes hereby granted and established. From and after the conveyance of all or a portion of a Parcel by the then current Owner, such then current Owner shall be released from all duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations by virtue of becoming the Owner of the Parcel or portion thereof; provided, however, that an Owner transferring title to all or a portion of a Parcel shall not be released from any liabilities, damages, or other claims resulting from such Owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance.

5. Successors and Assigns. This Declaration and the servitudes, covenants, benefits, and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its assigns, heirs, grantees and successors-in-interest.

6. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner or Permittee of any portion of a Parcel, each Owner shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

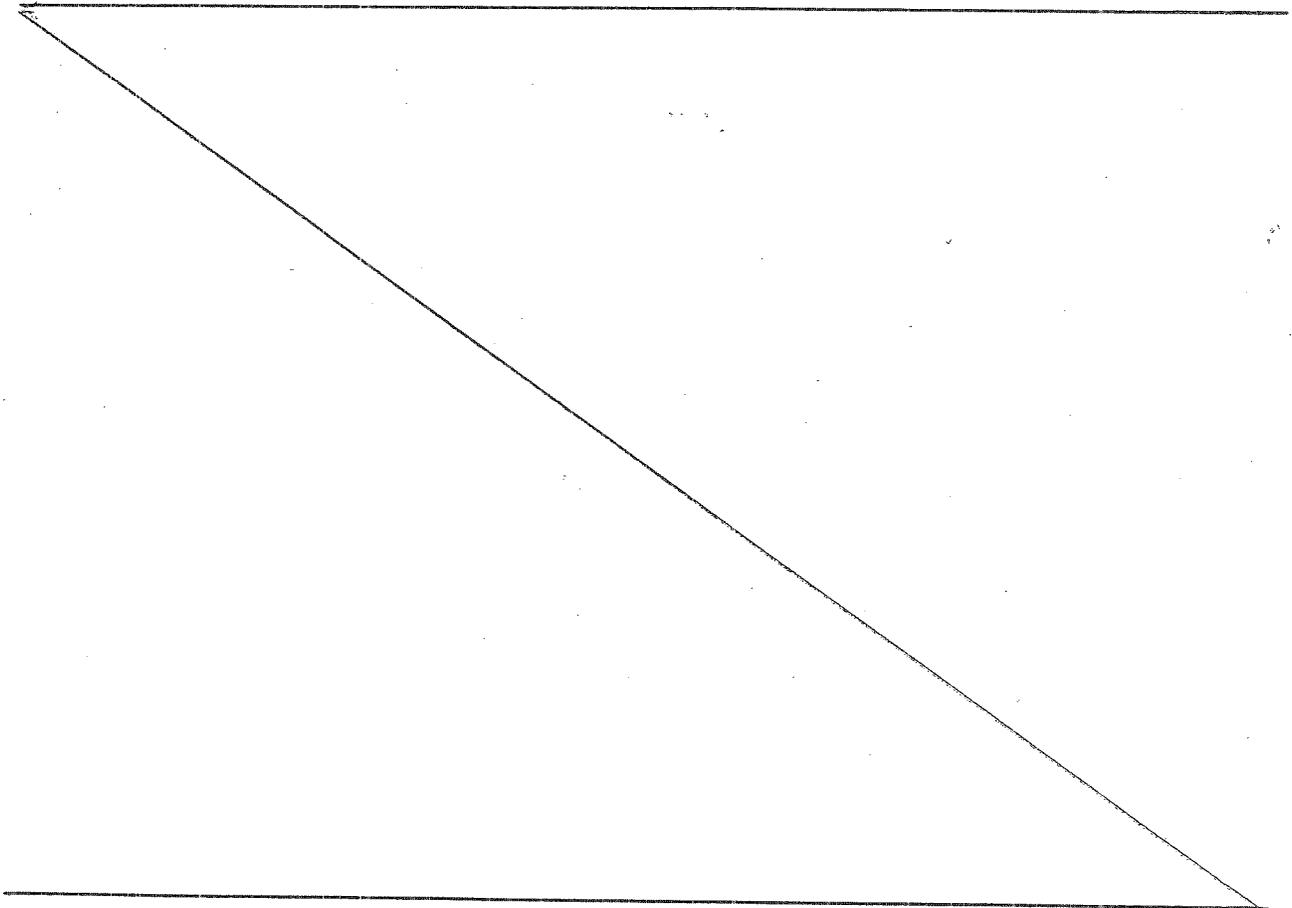
7. Modification: Withdrawal of All or Part of Parcel 3. This Declaration shall not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of then current Owners of the Parcels affected by such modification or rescission; provided, however, Albemarle reserves the right to withdraw all or any portion of Parcel 3 from the benefits (but not the burdens) of this Agreement.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

9. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

10. Waiver of Default. No waiver of any default by any Owner will be implied from the failure of another Owner to take any action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such waiver. One or more waivers of any default in the performance of any provision of this Declaration shall not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to be a waiver or render unnecessary to the consent to or approval of any subsequent similar act or request.

11. Severability. In the event any of the provisions, or portions thereof, of this Declaration are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.



STATE OF VIRGINIA

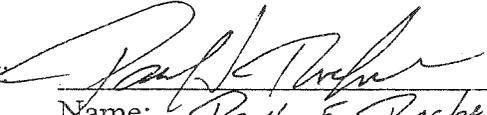
COUNTY OF Richmond
city

THUS DONE AND SIGNED at Richmond, Virginia on this 20th day of February, 2004, in the presence of the undersigned competent witnesses and Notary Public.

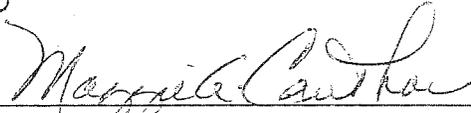
WITNESSES:

ALBEMARLE CORPORATION

Kathryn P. Finley
Kathryn P. Finley

By 
Name: Paul F. Rocheleau
Title: Sr VP and CFO

Joyce M. Whitman
Joyce M. Whitman


NOTARY PUBLIC

My Commission Expires May 31, 2004

EXHIBIT A

Description of Parcel 1

Tract "Y-1-A-1-A-1". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-1", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway, South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to the POINT OF BEGINNING; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to a point; thence proceed South 59 degrees 55 minutes 19 seconds East a distance of 641.70 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 284.05 feet to a point; thence proceed North 29 degrees 09 minutes 03 seconds East a distance of 69.55 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 319.39 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 312.10 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 84.88 feet to a point; thence proceed North 69 degrees 28 minutes 08 seconds West a distance of 22.63 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 511.86 feet to a point; thence proceed North 31 degrees 34 minutes 50 seconds East a distance of 195.99 feet to a point; thence proceed North 59 degrees 55 minutes 19 seconds West a distance of 639.56 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 179.18 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 50.00 feet back to the POINT OF BEGINNING, containing 4.90 acres or 213,236 square feet, more or less.

EXHIBIT B

Description of Parcel 2

Tract "Y-1-A-1-A-2". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Sections 40 and 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-1-A-1-A-2", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway, South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to the POINT OF BEGINNING; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 200.00 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 631.48 feet to a point; thence proceed North 45 degrees 40 minutes 43 seconds East a distance of 629.08 feet to a point located on the Southerly Right of Way line of G.S.R.I. Avenue; thence proceed along said Southerly Right of Way line of G.S.R.I. Avenue, South 61 degrees 48 minutes 37 seconds East a distance of 585.39 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 370.49 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 24.38 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 201.67 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 324.50 feet to a point; thence proceed North 29 degrees 32 minutes 58 seconds East a distance of 572.31 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 1,014.14 feet to a point; thence proceed South 57 degrees 20 minutes 31 seconds West a distance of 2,777.14 feet to a point; thence proceed North 32 degrees 39 minutes 29 seconds West a distance of 1,903.20 feet to a point; thence proceed along the arc of a curve, to the left, a distance of 658.68 feet, said arc having a radius of 2,148.65, a chord direction of North 37 degrees 03 minutes 45 seconds East and a chord length of 656.10 feet, to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 179.18 feet to a point; thence proceed South 59 degrees 55 minutes 19 seconds East a distance of 639.56 feet to a point; thence proceed South 31 degrees 34 minutes 50 seconds West a distance of 195.99 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 511.86 feet to a point; thence proceed South 69 degrees 28 minutes 08 seconds East a distance of 22.63 feet to a point; thence proceed South 61 degrees 48 minutes 37 seconds East a distance of 84.88 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 312.10 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West

a distance of 319.39 feet to a point; thence proceed South 29 degrees 09 minutes 03 seconds West a distance of 69.55 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 284.05 feet to a point; thence proceed North 59 degrees 55 minutes 19 seconds West a distance of 641.70 feet back to the POINT OF BEGINNING, said tract containing 87.45 acres or 3,809,135 square feet, more or less.

EXHIBIT C

Description of Parcel 3

Tract "Y-2-B-1-B". A Certain Tract or Parcel of Ground, being a portion of land formerly owned by The Baton Rouge Area Foundation, situated in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "Y-2-B-1-B", and being more particularly described as follows:

Beginning at the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Southerly Right of Way line of G.S.R.I. Avenue South 61 degrees 48 minutes 37 seconds East a distance of 180.00 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed North 61 degrees 48 minutes 37 seconds West a distance of 180.00 feet to a point; thence proceed North 28 degrees 11 minutes 23 seconds East a distance of 800.00 feet back to the POINT OF BEGINNING, containing 3.306 acres or 144,000 square feet, more or less.

Tract "X-1". A Certain Tract or Parcel of Ground, being located in Section 77, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract "X-1", and being more particularly described as follows:

Commence from the intersection of the Southerly Right of Way line of G.S.R.I. Avenue and the Easterly Right of Way line of Gulf South Parkway; thence proceed along the Easterly Right of Way line of Gulf South Parkway South 28 degrees 11 minutes 23 seconds West a distance of 800.00 feet to a point; thence proceed South 28 degrees 11 minutes 23 seconds West a distance of 50.00 feet to the POINT OF BEGINNING; thence proceed along the arc of a curve to the right, a distance of 658.68 feet, said curve having a radius of 2,148.65 feet, a chord direction of South 37 degrees 03 minutes 45 seconds West and a chord length of 656.10 feet to a point; thence proceed along the arc of a curve to the right, a distance of 532.69 feet, said curve having a radius of 1,959.85 feet, a chord direction of South 49 degrees 33 minutes 16 seconds West and a chord length of 531.05 feet, to a point; thence, proceed South 57 degrees 20 minutes 31 seconds West a distance of 586.10 feet to a point; thence, proceed North 32 degrees 39 minutes 29 seconds West a distance of 100.00 feet to a point; thence, proceed North 57 degrees 20 minutes 31 seconds East a distance of 586.10 feet to a point; thence proceed along the arc of a curve to the left, a distance of 533.44 feet, said curve having a radius of 1,859.86 feet, a chord length of 531.61 feet and a chord