

Notice posted: Thursday, April 9, 2015 at 10:00 A.M. at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana and at City Hall located at 700 Second Street, Natchitoches, Louisiana at 10:05 A.M.

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows:

DATE: April 13, 2015

TIME: 5:30 P.M.

PLACE OF MEETING: Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana

A public meeting will be held for the purpose of adopting the Millage Rate for the tax year 2015.

TAXING DISTRICT: CITY OF NATCHITOCHEs, NATCHITOCHEs CITY COUNCIL

CONTACT PERSON: MAYOR LEE POSEY (318) 352-2772

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHEs CITY COUNCIL MEETING APRIL 13, 2015 5:30 P.M.

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. READING AND APPROVAL OF THE MINUTES OF MARCH 23, 2015
5. **PROCLAMATIONS:**
 - #023** Stamey Proclamation Declaring April, 2015 As National Child Abuse Prevention Month In The City Of Natchitoches (Accepting - Jack Duty)
 - #024** Payne Proclamation Declaring April 2015 As Fair Housing Month In The City Of Natchitoches

6. **PLANNING & ZONING – INTRODUCTION:**

#018 Nielsen Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixed Hearing Date And Appointing Curator To Represent Absentees

7. **ORDINANCES – FINAL:**

#012 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Sharplin Realty, LLC, Of That 21,785.76 Square Foot Area Shown And Depicted On A June 8, 1962 Survey By A. J. Brouillette, And Further Providing For Advertising Of The Lease And An Effective Date

#010 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Amendment To That Lease In Favor Of Cane River Aero, LLC, Of That 7,500 Square Foot Area Shown And Depicted As Lot 7 On The Airport Layout Plan Of April 12, 1994, And That 24,000 Square Foot Area Shown And Depicted As Lot 20 On The Airport Layout Plan Of April 12, 1994 And Further Providing For Advertising And An Effective Date

#016 Payne Ordinance Adopting The Millage Rate For The Tax Year 2015

- **REQUEST FOR PUBLIC COMMENTS ON ORDINANCE NO. 016 ADOPTING THE MILLAGE RATE FOR THE TAX YEAR 2015**

#017 Mims Ordinance Approving And Consenting To The Granting Of An Amended And Restated Leasehold Mortgage, Pledge Of Leases And Rents, Security Agreement And Fixture Filing By Pilgrim's Pride Corporation In Favor Of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., And Authorizing The Mayor Of The City Of Natchitoches To Execute The Amended And Restated Leasehold Mortgage, Pledge Of Leases And Rents, Security Agreement And Fixture Filing On Behalf Of The City Of Natchitoches, And Such Other Documents Necessary To Evidence The Consent Of The City Of Natchitoches

8. **ORDINANCES – INTRODUCTION:**

#019 Stamey Ordinance To Comply With GASB Statement 54 Committing Special Revenue Fund Balances

#020 Morrow Ordinance Adopting The Budget For The City Of Natchitoches For The Fiscal Year June 1, 2015 Through May 31, 2016

#021 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The City Of Natchitoches, Water Treatment System Renovations (**Bid No. 0562**)

#022 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For (2) 300 KVA 3 Phase Pad Mount Transformers And (2) 150 KVA 3 Phase Pad Mount Transformers (**Bid No. 0565**)

#023 Stamey Ordinance Authoring The Mayor Of The City Of Natchitoches To Award The Bid For Christmas Lighting Supplies (**Bid No. 0564**)

- #024 Payne** Ordinance Amending Ordinance No. 036 of 2014 And Further Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Amulet Street Elevated Tank Rehabilitation **(Bid No. 0551)**
9. **RESOLUTIONS:**
- #025 Morrow** Resolution Approving The Transfer Of A Lease Agreement Of A Lot In The Natchitoches Regional Airport From Sharplin Realty, LLC To Cane River Aero, LLC, Including An Authorization Of The Mayor To Execute An Instrument Approving The Assignment Of The Lease
- #026 Mims** Resolution Authorizing The Mayor To Reject The Bids Received To Construct A New Fuel Farm At The Natchitoches Regional Airport **(Bid No. 0559)**
- #027 Payne** Resolution Re-Appointing Tommy Chester As Member Of The Natchitoches Fire And Police Civil Service Board
- #028 Nielsen** Resolution Appointing Henry Kinberger As A Member of The Natchitoches Fire And Police Civil Service Board
10. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **April 27, 2015.**
11. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary. If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, APRIL 13, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, April 13, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Stamey was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the March 23, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes:	Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	Payne
Abstain:	None

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 023 OF 2015

PROCLAMATION DECLARING APRIL 2015 AS NATIONAL CHILD ABUSE PREVENTION MONTH IN THE CITY OF NATCHITOCHE

WHEREAS, National Child Abuse Prevention Month is an annual opportunity to raise awareness about issues surrounding child abuse and neglect and engage community members in the ongoing effort to keep children safe; and

WHEREAS, CASA is one of a group of National Child Abuse Prevention Partner Organizations, selected by the Children's Bureau to serve as partners in the national child abuse prevention initiative; and

WHEREAS, the work of CASA and volunteers is crucial to preventing child abuse and ensuring that children live in safe and permanent environments where they can thrive; and

WHEREAS, studies have indicated that children with a CASA volunteer are less likely to languish in long-term foster care, more likely to receive needed services and less likely to re-enter the foster care system; and

WHEREAS, child abuse prevention requires partnerships among federal, state, and local governments, faith-based and community-based organizations, schools, law enforcement, social service agencies, parents; and

WHEREAS, during National Child Abuse Prevention Month, and throughout the year, I encourage all citizens of Natchitoches to find ways to cherish our children, strengthen our families, work together to eliminate child abuse and neglect, and strive toward a shared dream in which every child is safe and happy.

NOW, THEREFORE, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim April 2015 as:

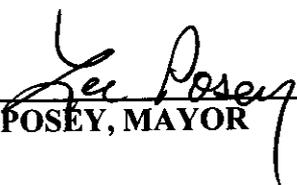
CHILD ABUSE PREVENTION MONTH

in Natchitoches, and call upon all citizens to increase their participation in our efforts to prevent child abuse, which in turn will strengthen our community in which we live.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR

Mr. Jack Duty accepted the proclamation on behalf of CASA of Central Louisiana located in Natchitoches. Mr. Duty thanked the Mayor and the City Council for the proclamation. He gave a few statistics stating in 2013 there were 3191 children served by CASA in Louisiana by 1635 unpaid volunteers. We saved community services \$1.91 million and the total volunteer hours were 87,290 hours. CASA of Central Louisiana served 91 children with 35 active volunteers with 1837 hours. Mr. Duty said while he appreciates the volunteers he could use more and offer four trainings a year. He feels it is very rewarding, but is not for everyone. The Annual CASA Social is April 24th from 6:00 p.m. – 9:00 p.m. at the Knight of Columbus Hall. The tickets are \$40 per ticket and \$400 per table. Mr. Duty encouraged the community to attend this event to learn more about CASA.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 024 OF 2015

**PROCLAMATION DECLARING APRIL 2015 AS
FAIR HOUSING MONTH IN THE CITY OF NATCHITOCHES**

WHEREAS, the 47th Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans- individually and collectively - to rededicate themselves to the principal of freedom from housing discrimination whenever it exists; and

WHEREAS, this law guarantees for each citizen the critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the state of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the department and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE, BE IT RESOLVED I, Lee Posey, Mayor, and the Natchitoches City Council, hereby proclaim the month of April 2015, as

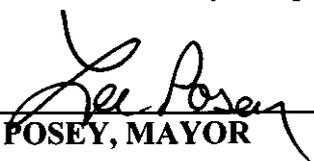
FAIR HOUSING MONTH

in the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 018 OF 2015

AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING CURATOR TO REPRESENT ABSENTEES

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Terry Bobb
312 Second St. Apt 32
Natchitoches, LA 71457

S 1/2 of Lot S Side Amulet St., E By Knotts, S By Blount St., W By Bobb; Lot S Side Amulet St., E By Bobb & Knotts, S By Blount St., W By Bloodworth & Theus (522 Blount St.)

Mrs. Juanita Fowler, Planning & Zoning Director, stated the owners of the property were present and would like to address the council about the condition of the property. Mr. Terry Bobb, owner, approached the podium stating he received the certified letter to either bring the house up to code or have it torn down. Right now he is trying to decide which option would be more costly for him. He wanted to know how long he has to make a decision. Mrs. Fowler stated the inspection report shows the house is very below code and they have pictures showing the condition of the house. There is no utility service there and it needs to be dealt with. The council gives a 30 day layover until the next council meeting. Mr. Bobb acknowledge there is a lot of work to be done, but tearing it down will take time too. He stated he is on a budget and would have to tear it down himself. Mayor Posey stated he should start working on tearing down the house now and show his progress at the next meeting after the 30 day layover. Ms. Morrow mentioned contacting Sheriff Jones about getting inmates to help in the tearing down process.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 012 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF SHARPLIN REALTY, LLC, OF THAT 21,785.76 SQUARE FOOT AREA SHOWN AND DEPICTED ON A JUNE 8, 1962 SURVEY BY A. J. BROUILLETTE, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan, which said lots are available for lease, and more particularly is the owner of a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962; and

WHEREAS, the Airport Director, Larry Cooper, has negotiated the terms of a lease to Sharplin Realty, LLC, of that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962; and

WHEREAS FURTHER, the terms of the lease are for a ten (10) year period with consideration of Two Thousand One Hundred Seventy-Eight and 57/100 (\$2,178.57) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Sharplin Realty, LLC; and

WHEREAS FURTHER, the City desires to lease that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962, to Sharplin Realty, LLC, under the terms set forth above and more particularly set forth in the lease attached hereto.

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962, to Sharplin Realty, LLC, for the term of ten (10) years with the annual consideration of \$2,178.57.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Sharplin Realty, LLC**, leasing that property described as a 21,785.76 square foot area, more fully shown on a survey by A. J. Brouillette, dated June 8, 1962 for the term of Ten (10) years.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any

opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on March 9, 2015 and published in the *Natchitoches Times* on March 14, 21 and 28, 2015

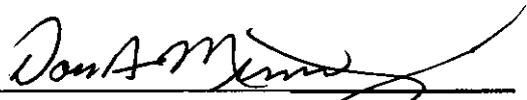
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 13th day of April, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of April, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 14th day of April, 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEs, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. **012**, of 2015 adopted by the City Council of the City of Natchitoches on the 13th day of April, 2015, the City of Natchitoches hereinafter referred to as the "LESSOR",

AND

Sharplin Realty, LLC, a Louisiana limited liability company, with mailing address of 2301 West St. Mary Blvd, Lafayette, Louisiana 70506, represented herein by its sole manager and member, Christopher Sharplin, hereinafter referred to as the "LESSEE",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground in more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962, a copy of which is attached.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Two Thousand One Hundred Seventy-Eight and 57/100 Dollars (\$2,178.57) per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described as having a total of 21,785.76 square feet.

After five years, January of 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a ten year period, the lease term beginning January 1, 2015.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive

property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not sell gasoline or aviation fuel on the leased premises. The Lessee shall have the right to store aviation fuel for the exclusive use of Lessee or its Sub-Lessees, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and Federal law and regulations. The Lessee shall pay a ten cent per gallon flow fee for any fuel that is purchased from a source other than the Natchitoches Regional Airport, or the designated airport operator.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties

hereto.

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches

Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

15.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

16.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply

separately to each Lessee.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

19.

The Lessee, its invitees and visitors shall access the leased premises across the airport road gate only and shall not access the leased premises across any taxiways or runways. This prohibition shall not apply to airplanes crossing taxiways to access runways.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14th day of April 2015, at Natchitoches, Louisiana, in quadruplicate original.

CITY OF NATCHITOCHES, LOUISIANA

Stacy M. McAlueay
WITNESS

Lee Posey
By: Lee Posey, Mayor

Hannah Weuniger
WITNESS

Edd R. Lee
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

IN WITNESS WHEREOF, Sharplin Realty, LLC, through its sole manager and member, Christopher Sharplin, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 16th day of April, 2015, at Natchitoches, Louisiana.

Stacy McAlueay
WITNESS

SHARPLIN REALTY, LLC
BY: CHRISTOPHER SHARPLIN

Hannah Weuniger
WITNESS

Randall S. LaCase
NOTARY PUBLIC

Print Name: Randall S. LaCase

Notary # 15730

RECEIVED AND FILED
LOUISIANA
CLERK OF COURTS

2015 APR 24 AM 11 12

STATE OF LOUISIANA

BY: *Camille J. Roberts*
NATCHITOCHES PARISH, LA

PARISH OF NATCHITOCHES

376670

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 14th day of April, 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 012, of 2015 adopted by the City Council of the City of Natchitoches on the 13th day of April, 2015, the City of Natchitoches hereinafter referred to as the "LESSOR",

AND

Sharplin Realty, LLC, a Louisiana limited liability company, with mailing address of 2301 West St. Mary Blvd, Lafayette, Louisiana 70506, represented herein by its sole manager and member, Christopher Sharplin, hereinafter referred to as the "LESSEE",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground in more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962, a copy of which is attached.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Two Thousand One Hundred Seventy-Eight and 57/100 Dollars (\$2,178.57) per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described as having a total of 21,785.76 square feet.

After five years, January of 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a ten year period, the lease term beginning January 1, 2015.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive

property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not sell gasoline or aviation fuel on the leased premises. The Lessee shall have the right to store aviation fuel for the exclusive use of Lessee or its Sub-Lessees, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and Federal law and regulations. The Lessee shall pay a ten cent per gallon flow fee for any fuel that is purchased from a source other than the Natchitoches Regional Airport, or the designated airport operator.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties

hereto.

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

15.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

16.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply

separately to each Lessee.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

19.

The Lessee, its invitees and visitors shall access the leased premises across the airport road gate only and shall not access the leased premises across any taxiways or runways. This prohibition shall not apply to airplanes crossing taxiways to access runways.

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IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14th day of April 2015, at Natchitoches, Louisiana, in quadruplicate original.

CITY OF NATCHITOCHES, LOUISIANA

Stacy M. McAlaney
WITNESS

Lee Posey
By: Lee Posey, Mayor

Hannah Weuniger
WITNESS

E. R. Lee
NOTARY PUBLIC
Print Name: Edd R. Lee
Notary # 15749

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

IN WITNESS WHEREOF, Sharplin Realty, LLC, through its sole manager and member, Christopher Sharplin, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 16th day of April, 2015, at Natchitoches, Louisiana.

Stacy M. McAlaney
WITNESS

SHARPLIN REALTY, LLC
Christopher Sharplin
BY: CHRISTOPHER SHARPLIN

Hannah Weuniger
WITNESS

Randall S. LaCave
NOTARY PUBLIC
Print Name: Randall S. LaCave
Notary # 15730

STATE OF LOUISIANA PARISH OF NATCHITOCHEs
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS
A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
AS SAME APPEARS ON FILE IN MY OFFICE IN THE ABOVE
NAMED PARISH AND STATE, TOGETHER WITH ALL ENDORSE-
MENTS THEREON APPEARING.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE

24th DAY OF April 2015.

LOUIE BERNARD, CLERK OF COURT, 10TH DIST. CT., LA.

BY Carolyn Harris DY. CLERK

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 010 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE AN AMENDMENT TO THAT LEASE IN FAVOR OF CANE RIVER AERO, LLC, OF THAT 7,500 SQUARE FOOT AREA SHOWN AND DEPICTED AS LOT 7 ON THE AIRPORT LAYOUT PLAN OF APRIL 12, 1994, AND THAT 24,000 SQUARE FOOT AREA SHOWN AND DEPICTED AS LOT 20 ON THE AIRPORT LAYOUT PLAN OF APRIL 12, 1994 AND FURTHER PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") is the owner of those lots shown on the Airport Layout Plan of April 12, 1994, which said lots are available for lease, and more particularly is the owner of Lot 7 and Lot 20 as shown and depicted on the Layout Plan, said Lot 7 being a 7,500 square foot area and Lot 20 being a 24,000 square foot area; and

WHEREAS, the Airport Manager, Larry Cooper, negotiated the terms of a lease with Cane River Aero, LLC (sometimes hereinafter "Aero") of that property shown and depicted as Lot 7 and Lot 20 on the Airport Layout Plan of April 12, 1994; and

WHEREAS FURTHER, the City and Aero entered into a lease agreement dated October 27, 2014, which said lease provided for a ten (10) year period, with consideration of Three Thousand One Hundred Fifty and no/100 (\$3,150.00) Dollars per year, all as set forth in that Lease Agreement by and between the City of Natchitoches, and Cane River Aero, LLC, dated October 27, 2014; and

WHEREAS FURTHER, the Aero is in negotiations with Chris Sharplin and Sharplin Realty, LLC for the purchase of a hanger and acquisition of leasehold interest in a lot adjacent to Lot 7; and

WHEREAS FURTHER, contemplating that Aero will be successful in its negotiations, it has requested that the October 27, 2014 lease be amended to remove Lot 20 from the terms of that lease in the event that it acquires the title to the hanger and leasehold rights from Sharplin; and

WHEREAS FURTHER, the Airport Manager and the Airport Commission have reviewed the request and have recommended that the October 27, 2014 lease be amended as requested, finding that the location of the various lots is such that it is preferable that the Cane River Aero conduct its operations on Lot 7 and the lot to be leased as they are adjacent, resulting in less traffic across taxiways; and

WHEREAS FURTHER, the Airport Manager and the Airport Commission are further of the belief that Lot 20 can be leased to another party; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does amend the Lease Agreement with Cane River Aero, LLC, dated October 27, 2014, so as to release that property described as a 24,000 square foot area, more fully shown and depicted as Lot 20 on the Airport Layout Plan of April 12, 1994.

(2) That the amended lease provide for a new consideration of \$750.00, which is ten cents per square foot for the lot that shall remain subject to the terms of the lease.

(3) That the attached Amended Lease Agreement be approved by the City Council of the City of Natchitoches.

(4) That this proposed ordinance be published in accordance with law, in the Natchitoches Times, the legal journal for the City and that ordinance be posted in the City Hall.

(5) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute an Amended Lease Agreement in favor of Cane River Aero, LLC.

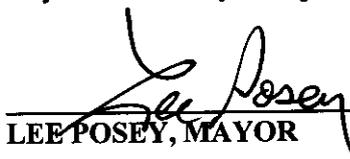
(6) That this ordinance and the approval to the Mayor to execute the Amended Lease Agreement be conditioned upon the acquisition of the hanger and leasehold rights by Cane River Aero, LLC, from Chris Sharplin and Sharplin Realty, LLC.

THIS ORDINANCE was introduced on March 9, 2015 and published in the *Natchitoches Times* on March 14, 2015.

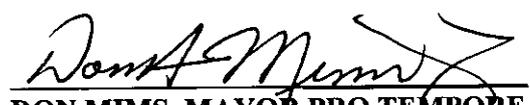
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: Payne
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 13th day of April, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of April, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

AMENDED LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 17th day of April, 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEs, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. **010**, of 2015 adopted by the City Council of the City of Natchitoches on the 13th day of April, 2015, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

Cane River Aero, LLC, a Louisiana limited liability company, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457, Articles of Organization and Initial Report recorded at Charter Book 33, page 292 of the records of Natchitoches Parish, Louisiana, represented herein by its members, James Russell Stacy and John Danley, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

The parties hereto did enter into a Lease Agreement for the lease of certain lots in the Natchitoches Regional Airport, said Lease Agreement dated October 27, 2014.

That the parties have agreed to amend the lease to remove and release Lot 20 from the terms of the lease, and in accordance therewith do amend that Lease Agreement dated October 27, 2014, as follows, to-wit:

Paragraph 1 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

"1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plots of ground, to-wit:

A certain square, parcel or tract of land, located in the Natchitoches Regional Airport, measuring 100 feet by 75 feet and containing 7,500 square feet. The said plot of ground is more particularly described and shown as Lot 7 on the Airport Layout Plan of April 12, 1994."

Paragraph 2 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

“2.

In consideration for the use of said Tracts and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described above having a total of 7,500 square feet.

After five years, November of 2019, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2014. The difference between the Index figure for January 1, 2014, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.”

Paragraph 7 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

“7.

Lessee shall have the privilege to make improvements on the Tract. It is provided, however, that plans and specifications for the hangar and other structures should be submitted to the City for

approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.”

The rest and remainder of the Lease Agreement dated October 27, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14th day of April 2015, at Natchitoches, Louisiana.

Stacy M. McVea
WITNESS

CITY OF NATCHITOCHEs, LOUISIANA

By: Lee Posey
LEE POSEY, MAYOR

Haunch Weir
WITNESS

Ed R. Lee
NOTARY PUBLIC

Print Name: Edel R. Lee

Notary # 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

IN WITNESS WHEREOF, Cane River Aero, LLC, through its members, James Russell Stacy and John Danley, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 17th day of April, 2015, at Natchitoches, Louisiana.

CANE RIVER AERO, LLC

Stacy Maloney
WITNESS

James Russell Stacy
BY: JAMES RUSSELL STACY

Hannah Weinger
WITNESS

John Danley
BY: JOHN DANLEY

Edd R Lee

NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

RECEIVED AND FILED
LOUISIANA
CLERK OF COURT
2015 APR 24 AM 11 15

STATE OF LOUISIANA
PARISH OF NATCHITOCHEES

BY: *Cora Selbais*
NATCHITOCHEES PARISH, LA

376672

AMENDED LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 17th day of April, 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 010, of 2015 adopted by the City Council of the City of Natchitoches on the 13th day of April, 2015, the City of Natchitoches hereinafter referred to as the "LESSOR",

AND

Cane River Aero, LLC, a Louisiana limited liability company, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457, Articles of Organization and Initial Report recorded at Charter Book 33, page 292 of the records of Natchitoches Parish, Louisiana, represented herein by its members, James Russell Stacy and John Danley, hereinafter referred to as the "LESSEE",

who declared as follows, to-wit:

The parties hereto did enter into a Lease Agreement for the lease of certain lots in the Natchitoches Regional Airport, said Lease Agreement dated October 27, 2014.

That the parties have agreed to amend the lease to remove and release Lot 20 from the terms of the lease, and in accordance therewith do amend that Lease Agreement dated October 27, 2014, as follows, to-wit:

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"1.

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A certain square, parcel or tract of land, located in the Natchitoches Regional Airport, measuring 100 feet by 75 feet and containing 7,500 square feet. The said plot of ground is more particularly described and shown as Lot 7 on the Airport Layout Plan of April 12, 1994."

Paragraph 2 of the Lease Agreement dated October 27, 2014 is hereby amended to read as follows:

"2.

In consideration for the use of said Tracts and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described above having a total of 7,500 square feet.

After five years, November of 2019, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2014. The difference between the Index figure for January 1, 2014, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

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The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease."

The rest and remainder of the Lease Agreement dated October 27, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14th day of April 2015, at Natchitoches, Louisiana.

Stanley M. McKeown
WITNESS

CITY OF NATCHITOCHEs, LOUISIANA

By: Lee Posey
LEE POSEY, MAYOR

Haunch Weir
WITNESS

Edel R. Lee
NOTARY PUBLIC
Print Name: Edel R. Lee
Notary # 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

IN WITNESS WHEREOF, Cane River Aero, LLC, through its members, James Russell Stacy and John Danley, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 17th day of April, 2015, at Natchitoches, Louisiana.

CANE RIVER AERO, LLC

Stacy Mahoney
WITNESS

[Signature]
BY: JAMES RUSSELL STACY

Harold Wainwright
WITNESS

[Signature]
BY: JOHN DANLEY

[Signature]
NOTARY PUBLIC
Print Name: Eddel R. Lee
Notary # 15749

STATE OF LOUISIANA, PARISH OF NATCHITOCHEs
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS
A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
AS SAME APPEARS ON FILE IN MY OFFICE IN THE ABOVE
NAMED PARISH AND STATE, TOGETHER WITH ALL ENDORSE-
MENTS THEREON APPEARING.
WITNESS MY HAND AND SEAL OF OFFICE THIS THE

24th DAY OF April 2015
LOUIE BERNARD, CLERK OF COURT, 10TH DIST. CT., LA.

BY Cathy P. Haines BY CLERK



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Lee Posey

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 016 OF 2015

**AN ORDINANCE ADOPTING THE
MILLAGE RATE FOR THE TAX YEAR 2015**

BE IT ORDAINED, that the following millage(s) are hereby levied on the 2015 tax roll on all property subject to taxation by the City of Natchitoches:

MILLAGE

Public Safety Tax	10.0 mills
General Alimony Tax	<u>7.03</u> mills
TOTAL MILLAGE	17.03 mills

BE IT FURTHER ORDAINED, that the proper administrative officials of the Parish of Natchitoches, Louisiana, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the Year 2015, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER ORDAINED, that cognizance is taken by the City Council that this Ordinance was introduced on the 23rd day of March, 2015 and published in the Natchitoches Times on March 28, 2015.

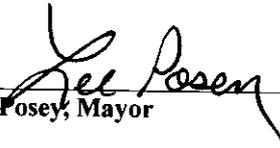
BE IT FURTHER ORDAINED that the foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by the following votes.

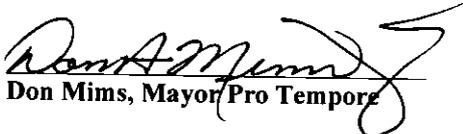
YEAS: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSTAINED: None
ABSENT: Payne

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the Natchitoches City Council meeting held on April 13, 2015, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this 14th day of April, 2015.


Lee Posey, Mayor


Don Mims, Mayor Pro Tempore

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 017 OF 2015

AN ORDINANCE APPROVING AND CONSENTING TO THE GRANTING OF AN AMENDED AND RESTATED LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING BY PILGRIM'S PRIDE CORPORATION IN FAVOR OF COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO EXECUTE THE AMENDED AND RESTATED LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ON BEHALF OF THE CITY OF NATCHITOCHEs, AND SUCH OTHER DOCUMENTS NECESSARY TO EVIDENCE THE CONSENT OF THE CITY OF NATCHITOCHEs.

WHEREAS, the City of Natchitoches, State of Louisiana (the "City") authorised the issuance of \$18,000,000.00 of taxable revenue bonds on July 25, 2005, and increased the principal amount of the bonds to \$25,000,000.00 on May 8, 2006 for the acquisition, construction and equipping of a feed mill and related facilities to be located in the City of Natchitoches, Louisiana (the "Project"); and

WHEREAS FURTHER, on June 21, 2006 the City issued its \$25,000,000.00 Taxable Revenue Bonds (Pilgrim's Pride Corporation Project) Series 2005 (the "Bonds") pursuant to an Indenture of Mortgage and Pledge dated as of December 1, 2005, as amended and supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2006 (collectively, the "Indenture") by and between the City and Hancock Bank of Louisiana, in the City of Metarie, Louisiana, (the "Trustee"), and a Lease Agreement dated as of December 1, 2005, as amended and supplemented by a First Supplemental Lease Agreement dated as of June 1, 2006 (collectively, the "Agreement"), by and between the Issuer and Pilgrim's Pride Corporation, a Delaware corporation (the "Company") to finance the costs of the Project; and

WHEREAS FURTHER, to re-finance the costs of the Project, a Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Leasehold Mortgage") was executed by Pilgrim's Pride Corporation in favor of CoBank, ACB, as Administrative Agent, which said Leasehold Mortgage required the intervention of the City; and

WHEREAS FURTHER, the City adopted Ordinance number 79 of 2009, approving the Leasehold Mortgage and authorizing the Mayor to execute the Leasehold Mortgage on behalf of the City; and

WHEREAS FURTHER, the Mayor executed the Leasehold Mortgage on December 17, 2009, and the Leasehold Mortgage was recorded on January 11, 2010, at Mortgage Book 915, page 680 of the records of Natchitoches Parish, Louisiana; and

WHEREAS FURTHER, the Company has contacted the City and requested that the City approve and consent to an Amended and Restated Leasehold Mortgage, Pledge of Leases and Rents, Security agreement and Fixture Filing, made by and between the Company and Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., a copy of which is attached hereto; and

WHEREAS FURTHER, the City desires to assist the Company in the manner requested and authorize the Mayor to intervene in the Amended and Restated Leasehold Mortgage, Pledge of Leases and Rents, Security agreement and Fixture Filing and any and all documents in connection therewith.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1: The City Council of the City of Natchitoches, Louisiana, does hereby approve and authorize the Mayor of the City of Natchitoches, Lee Posey, to intervene in the Amended and Restated Leasehold Mortgage, Pledge of Leases and Rents, Security agreement and Fixture Filing which will be entered into by and among Pilgrim's Pride Corporation, Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. in substantially the form attached hereto and any and all documents necessary or desirable to accomplish the intent hereof.

SECTION 2: That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

SECTION 3: That this Ordinance shall go into effect immediately after publication according to law.

SECTION 4: That all Ordinances in conflict herewith are hereby repealed.

SECTION 5: That this Ordinance be advertised in accordance with law.

That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 23rd day of March, 2015 and published in the Natchitoches Times on March 28, 2015 and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 13th day of April 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: Payne
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 13th day of April, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of April, 2015 at 10:00 A.M.

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RECEIVED AND FILED
LOUIE B. BARNARD
CLERK OF COURT

2015 JUL 29 PM 12 54

BY: _____ CLERK
NATCHITOCHES PARISH, LA

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379133

Cross reference to:
Mortgage Book 915, Page 680,
Parish of Natchitoches Records

**AMENDED AND RESTATED LEASEHOLD MORTGAGE, PLEDGE OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

made by and among

PILGRIM'S PRIDE CORPORATION, a Delaware corporation,
as Mortgagor,

in favor of

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK BRANCH,
in its capacity as the Administrative Agent and Collateral Agent, as Mortgagee

Dated as of July 10, 2015

Property Address:

300 Hatchery Drive, 7088 Highway One Bypass and 800 Pilgrim Drive,
City of Natchitoches,
Parish of Natchitoches,
State of Louisiana

Record and return to:

Greenberg Traurig LLP
Terminus 200
3333 Piedmont Road NE, Suite 2500
Atlanta, GA 30305
Attention: Cindy J.K. Davis, Esq.

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AMENDED AND RESTATED LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

BY: PILGRIM'S PRIDE CORPORATION, A DELAWARE CORPORATION

IN FAVOR OF: COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, IN ITS CAPACITY AS THE ADMINISTRATIVE AGENT AND COLLATERAL AGENT

BE IT KNOWN, that on the 10th of July, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Colorado, and the County/Parish of Creely, and in the presence of the undersigned competent witnesses, personally came and appeared:

PILGRIM'S PRIDE CORPORATION, a Delaware corporation, as mortgagor, having an address at 1770 Promontory Circle, Greeley, Colorado 80634, Attention: Gustavo Biscardi, Treasurer, and whose federal taxpayer identification number is **.***5071, appearing herein through its duly authorized representative pursuant to a resolution of its board of directors, a certified copy of which is attached hereto ("Mortgagor").

WHO AFTER BEING DULY SWORN DECLARED AS FOLLOWS:

This AMENDED AND RESTATED LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of July 10, 2015 (this "Mortgage"), made by Mortgagor, in favor of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent and Collateral Agent (and as successor administrative agent and successor collateral agent to CoBank, ACB) ("Agent"), for the Lenders (as hereinafter defined) and the Secured Parties (as hereinafter defined), pursuant to the Credit Agreement (as hereinafter defined), and the other Loan Documents (as hereinafter defined), having an address at c/o Rabobank Loan Syndications, 245 Park Avenue, New York, New York 10167, Attention: Loan Syndications (together with its successors and assigns, in such capacity, "Mortgagee"), and consented to by the CITY OF NATCHITOCHEs, STATE OF LOUISIANA (the "City").

WITNESSETH:

WHEREAS, Mortgagor is the holder of the leasehold estate in the parcels of land described in Exhibit A attached hereto (the "Land") which leasehold estate is created pursuant to the leases made by and between Mortgagor and the City and by and between Mortgagor and the LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (successor to the Louisiana State Market Commission) (the "LDAF"), as more fully described in Exhibit B attached hereto (the "Ground Lease"), and of the Improvements (such term and other capitalized terms used in this Mortgage having the respective meanings specified or referred to in Article 1 hereof); and

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WHEREAS, Mortgagor, To-Ricos, Ltd., a Bermuda company ("To-Ricos"), and To-Ricos Distribution, Ltd., a Bermuda company ("To-Ricos Distribution"; together with Mortgagor and To-Ricos, each a "Borrower" and, collectively, the "Borrowers"), CoBank, ACB ("CoBank"), as the original administrative agent and the original collateral agent, and the various financial institutions party thereto, entered into that certain Credit Agreement, dated December 28, 2009, as amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated August 7, 2013 (collectively, and as further amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the "Original Credit Agreement"); and

WHEREAS, in accordance with Sections 8.01 and 8.02 of the Original Credit Agreement, on February 11, 2015, the Required Lenders (as defined in the Original Credit Agreement) replaced CoBank as the administrative agent and collateral agent, with Rabobank, as the new Administrative Agent and new Collateral Agent, pursuant to that certain Resignation and Appointment of Agent Agreement, dated February 11, 2015, between CoBank as the resigning administrative agent and collateral agent, Rabobank, as the successor Administrative Agent and Collateral Agent, and the Required Lenders (the "Resignation and Appointment Agreement"). As a result thereof, Agent has agreed to succeed to, and become vested with all the rights, powers, privileges and duties of CoBank, as the prior mortgagee, under the Original Mortgage (as hereinafter defined); and

WHEREAS, Borrowers, the various financial institutions that are or may from time to time become a party thereto (such financial institutions, together with their respective successors and permitted assigns, are each referred to hereinafter as a "Lender" and, collectively, as the "Lenders"), Rabobank, in its capacity as Administrative Agent and Collateral Agent for the Lenders and the Secured Parties (as defined in the Credit Agreement), and as Issuing Bank, and Swingline Lender, have entered into that certain Second Amended and Restated Credit Agreement, dated February 11, 2015 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement amends and restates in its entirety the Original Credit Agreement, and provides for Term Loans, Revolving Loans and other extensions of credit in the maximum principal amount of ONE BILLION SEVEN HUNDRED MILLION DOLLARS (\$1,700,000,000). As a condition to the agreement of the Lenders and Rabobank to enter into the Credit Agreement, and to make available to the Borrowers the financial accommodations provided therein, the Lenders and Rabobank have required that Mortgagor, among other things, secure the "Secured Obligations" (as defined in the Credit Agreement) of the Borrowers under the Credit Agreement and the other Loan Documents by delivery of this Mortgage; and

WHEREAS, the obligations of Borrowers to Rabobank, Lenders and the Secured Parties under the Credit Agreement and the other Loan Documents, are secured in part by that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 28, 2009, and recorded on January 11, 2010, in Mortgage Book 915, Page 680, in the Official Records of Natchitoches Parish, Louisiana (collectively, and as further amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the "Original Mortgage"); and

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WHEREAS, pursuant to this Mortgage, Mortgagor and Mortgagee desire to amend and restate the terms, covenants and conditions of the Original Mortgage in their entirety to secure the Secured Obligations, as defined and described in this Mortgage; and

WHEREAS, neither Mortgagor nor Mortgagee intends that anything in this Mortgage shall be construed as a novation of the Original Mortgage, and this Mortgage shall not effect a novation of the Original Mortgage; and

WHEREAS, Mortgagor is a Borrower under the Credit Agreement, and is receiving a good and valuable benefit, the sufficiency and receipt of which is hereby acknowledged, from Agent, the Lenders and the Secured Parties for entering into, and continuing to extend credit and provide financial accommodations under, the Credit Agreement and the other Loan Documents with the Borrowers; and

WHEREAS, the City has consented to the execution of this Mortgage; and

WHEREAS, Mortgagor and the City have each duly authorized the execution, delivery and performance of this Mortgage.

GRANT:

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, and in order to induce the Agent and Lenders to make financial accommodations to the Borrowers as provided in the Credit Agreement, and in order to secure the full, timely and proper payment and performance of, and compliance with, (a) all of the present and future obligations of Mortgagor arising from this Mortgage and (b) all of the present and future obligations, including, without limitation, the "Secured Obligations" (as defined in the Credit Agreement), of the Borrowers arising from the Credit Agreement and the other Loan Documents, including, in the case of each of clauses (a) and (b), reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of a bankruptcy or insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any bankruptcy proceeding (collectively, the "Secured Obligations"), as contemplated by Louisiana Civil Code Article 3298, Mortgagor does hereby declare that it does by these presents specially mortgage and hypothecate unto and in favor of Mortgagee, its successors and assigns, and grant a security interest to Mortgagee, and its successors and assigns, forever, (i) all of its estate, rights, title and interest in, to and under the Ground Lease, as amended, amended and restated, supplemented or otherwise modified from time to time, relating to the Land and (ii) all of its estate, rights, title and interest in, to and under the following property, whether now owned or held or hereafter acquired from time to time (collectively, the "Collateral"):

(a) Real Estate. All of the Land, and all additional lands and estates therein now owned or hereafter acquired by Mortgagor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Land, and such additional lands and estates therein (including, without limitation, all rights of Mortgagor relating to (i) storm and sanitary sewer, water, gas, electric, railway, telephone services and (ii) all ditches,

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wells, reservoirs and drains and all ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Property, or any part thereof, whether now existing or hereafter created or acquired); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to, any and all oil, gas, coal, crops, timber, trees, shrubs, landscaping, minerals and other substances of any kind or character underlying or relating to the Land, and such additional lands and estates therein and any interest therein; all of its estate, claim, demand, right, title or interest in and to any street, road, highway or alley, vacated or other, adjoining the Land, or any part thereof, and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land, or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively referred to as the "Real Estate");

(b) Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all of Mortgagor's right, title and interest in and to all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials, and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate, or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators, piping, plumbing, and bathroom fixtures, refrigeration, heating, ventilating, air conditioning, and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"); the Real Estate and the Improvements are herein collectively referred to as the "Property");

(c) Goods. All building materials, goods, construction materials, appliances, stocks, supplies, blinds, floor coverings, manufacturing equipment and machinery, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in, or used or useful in connection with, the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

(d) Leases. All leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of,

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or any estate in the Property or any portion thereof, or interest therein (herein collectively referred to as the "Leases"), and the right, subject to applicable law, upon the occurrence of any Event of Default, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(e) Plans. All of Mortgagor's rights, title and interest in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

(f) Permits. All permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property, and every part thereof, and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by Governmental Authorities having jurisdiction (herein collectively referred to as the "Permits");

(g) Contracts. All agreements, contracts, certificates, instruments, warranties, appraisals, engineering, environmental, soils, insurance and other reports and studies, books, records, correspondence, files, and advertising materials and other documents now or hereafter obtained or entered into, as the case may be, pertaining to the construction, use, occupancy, possession, operation, management, leasing, maintenance and/or ownership of the Property, and all of Mortgagor's right, title and interest therein (herein collectively referred to as the "Contracts");

(h) Leases of Furniture, Furnishings, and Equipment. All leases (pursuant to which Mortgagor is lessee) of furniture, furnishings, equipment and any other Goods now or hereafter installed in or at any time used in connection with the Property;

(i) Rents. All rents, issues, profits, royalties, avails, income, receipts, revenues, maintenance fees, security deposits, prepaid amounts, license and concession fees and other benefits derived or owned, directly or indirectly, by Mortgagor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors and any cash or other securities deposited to secure performance by tenants under the Leases (herein collectively referred to as "Rents");

(j) Utility Deposits. All of Mortgagor's right, title and interest in all present and future deposits given to any public or private utility with respect to utility services furnished to any part of the Property;

(k) Proceeds. All proceeds of the conversion (voluntary or involuntary) of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"); and

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(i) Other Property. All of Mortgagor's other property and rights of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

AND, without limiting any of the other provisions of this Mortgage, Mortgagor expressly grants to Mortgagee, as the secured party, in order to secure the full, timely and proper payment and performance of the Secured Obligations that may be outstanding at any time and from time to time, a security interest in all of those portions of the Collateral which are or may be subject to the Uniform Commercial Code provisions applicable to secured transactions in the State of Louisiana (the "State");

In accordance with the requirements of applicable law, including Louisiana Civil Code Article 3288 and Louisiana Civil Code Articles 3168-3175, Mortgagor acknowledges and agrees that, notwithstanding any other provision of this Mortgage, the Credit Agreement, the other Loan Documents or any other document to the contrary the maximum amount of the Secured Obligations that may be outstanding at any time and from time to time that this Mortgage secures, whether as a mortgage, a pledge of Leases and Rents or a security agreement, including all principal, interest and any expenses or additional liabilities incurred by Mortgagee and all other amounts included within the Secured Obligations, is One Billion Seven Hundred Million and No/100 Dollars (\$1,700,000,000.00).

Notwithstanding anything to the contrary contained in Section 2.12 hereof, with respect to the Leases and Rents, this Mortgage is a pledge thereof pursuant to Louisiana Civil Code Articles 3168-3175. Mortgagee's acceptance of this pledge shall not be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any Lease or to the Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Mortgagor by any tenant and not as such delivered to and accepted by Mortgagee. Mortgagee shall not be liable for any injury or damage to person or property in or about the Property, or for Mortgagee's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the pledge of Leases and Rents nor enforcement of Mortgagee's rights regarding Leases and Rents (including collection of Rents) nor possession of any Property by Mortgagee nor Mortgagee's consent to or approval of any Lease (nor all of the same), shall render Mortgagee liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option. If Mortgagee seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Mortgagee neither has nor assumes any obligations as lessor or landlord with respect to any Lease.

With respect to the Proceeds attributable to the insurance loss of all or any part of the Collateral, this Mortgage is a collateral assignment thereof pursuant to La. R.S. § 9:5386, whether such Proceeds now exist or arise in the future. The collateral assignment herein made of the Proceeds will not be construed as imposing upon Mortgagee any obligations with respect thereto unless and until Mortgagee becomes the absolute owner thereof and Mortgagor has been wholly dispossessed thereof.

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All of the Collateral shall remain so specially mortgaged, affected, hypothecated, collaterally assigned or pledged and subject to a security interest, unto and in favor of Mortgagee until the full and final payment, performance and observance of the Secured Obligations secured by this Mortgage and nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose for which any Secured Obligations may be renewed or extended from time to time.

TO HAVE AND TO HOLD the Collateral, together with the rights, privileges and appurtenances thereto belonging unto Mortgagee, its substitutes, successors and assigns, forever, for the purpose of securing the full, timely and proper payment and performance of the Secured Obligations that may be outstanding at any time, from time to time, and Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the Collateral unto Mortgagee, its substitutes, successors and assigns, as the case may be, against the claim or claims of all persons claiming or to claim the same or any part thereof, subject to Permitted Exceptions (as hereinafter defined).

FURTHER to secure the full, timely and proper payment and performance of the Secured Obligations, Mortgagor hereby covenants, agrees with and warrants to Mortgagee as follows:

1. **DEFINITIONS**

1.1. **Use of Defined Terms.** Terms for which meanings are provided in this Mortgage shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice, or other communication delivered from time to time in connection with this Mortgage or pursuant hereto.

1.2. **Credit Agreement Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Mortgage, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. **COVENANTS AND AGREEMENTS OF MORTGAGOR**

2.1. **Payment of Obligations.** Mortgagor agrees that it will duly and punctually pay and perform, or cause to be paid and performed, each of the Secured Obligations at the time and in accordance with the terms of the Credit Agreement and the other Loan Documents.

2.2. **Title to Collateral, etc.** Mortgagor represents and warrants to and covenants with Mortgagee that:

(a) as of the date hereof and at all times hereafter while this Mortgage is outstanding, Mortgagor (i) is and shall be the absolute owner of the legal and beneficial title to all leasehold estates in the Property and to all other property included in the Collateral, and (ii) has and shall have good and marketable title to all leasehold estates in and to the Property, subject in each case only to this Mortgage and the Permitted Liens, including, without limitation, the encumbrances set forth in Schedule 2.2 hereto (collectively, the "Permitted Exceptions"); and

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(b) Mortgagor, at its expense, will warrant and defend to Mortgagee and any purchaser at any foreclosure sale, its title to the Collateral and the lien and perfected security interest of this Mortgage thereon and therein against all claims and demands, and will maintain, preserve and protect such lien and security interest, and will keep this Mortgage a valid, direct lien of record having priority over all other Liens on the Collateral and a perfected security interest in the Collateral, subject only to the Permitted Exceptions.

2.3. Title Insurance.

(a) **Title Insurance Policy.** Concurrently with the execution and delivery of this Mortgage, Mortgagor, at its expense, has obtained and delivered to Mortgagee a loan policy or policies of title insurance in an amount, and in form and substance, reasonably satisfactory to Mortgagee naming Mortgagee as the insured, insuring the title to the Property and that the lien of this Mortgage has priority over all other Liens on the Collateral, subject only to the Permitted Exceptions, with endorsements reasonably requested by Mortgagee and that are otherwise available from the Title Insurance Company. Mortgagor has duly paid in full all premiums and other charges due in connection with the issuance of such policy or policies of title insurance.

(b) **Title Insurance Proceeds.** All proceeds received by and payable to Mortgagee for any loss under the loan policy or policies of title insurance delivered to Mortgagee pursuant to Section 2.3(a), or under any policy or policies of title insurance delivered to Mortgagee in substitution therefor or replacement thereof, shall be the property of Mortgagee and shall be applied by Mortgagee in accordance with the provisions of Section 3.1.

2.4. Recordation. Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto (and any appropriate financing statements or other instruments and continuations thereof), and each other instrument delivered in connection with the Credit Agreement or any other Loan Document and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing fees, taxes and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien and security interest of this Mortgage as a valid, direct lien having priority over all other Liens on the Collateral and a perfected security interest in the Collateral, subject only to the Permitted Exceptions. Mortgagor will pay, or cause to be paid, and will indemnify Mortgagee in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments hereto.

2.5. Payment of Impositions, etc. Mortgagor will pay or cause to be paid all taxes, assessments, and governmental charges relating to the Property (collectively, the "Impositions") in accordance with Section 5.04 of the Credit Agreement.

2.6. Payment of Utilities. Mortgagor agrees to pay, or cause to be paid, in accordance with Section 5.04 of the Credit Agreement, all water, drainage and sewer charges, rents or levies of any kind and nature whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed upon or become a Lien on or against the Property or any portion thereof and all charges for electricity, power, gas, water and other utilities used in connection

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with the Property and, at the written request of Mortgagee, to provide Mortgagee with official receipts evidencing such payments.

2.7. **Leases.** Except as provided in Schedule 2.7, Mortgagor represents and warrants to Mortgagee that, as of the date hereof, there are no written or oral Leases, license agreements or other agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than Mortgagor.

2.8. **Compliance with Instruments.** Mortgagor, at its expense, will promptly comply with, in accordance with Section 5.07 of the Credit Agreement, all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Mortgagor under the terms thereof.

2.9. **Alterations, Additions, etc.** So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have the right at any time and from time to time to make or cause to be made alterations of, and additions to, the Property or any part thereof, provided that any alteration or addition: (a) shall not materially reduce the fair market value of the Property below its value immediately before such alteration or addition, or materially impair the usefulness of the Property for its then current use; (b) shall be constructed in a good and workmanlike manner, and in compliance with all material laws and material applicable insurance policies; and (c) is promptly and fully paid for, or caused to be paid for, by Mortgagor in cash or as otherwise permitted under the Credit Agreement.

2.10. **Covenant To Maintain, Repair and Replace Property.** Mortgagor shall maintain the Property in accordance with the conditions set forth in Section 5.05 of the Credit Agreement.

2.11. **Acquired Property Subject to Lien.** All property constituting Collateral at any time acquired by Mortgagor, whether such property is acquired by exchange, purchase, construction or otherwise, shall, subject to the terms of the Permitted Exceptions, forthwith become subject to the lien and security agreement of this Mortgage without further action on the part of Mortgagor or Mortgagee. Mortgagor, at its expense, will execute and deliver to Mortgagee (and will record and file as provided in Section 2.4 hereof) an instrument supplemental to this Mortgage reasonably satisfactory in substance and form to Mortgagee whenever such an instrument is necessary under applicable law to subject to the lien and security agreement of this Mortgage all right, title and interest of Mortgagor in and to all property provided or required by this Mortgage to be subject to the lien hereof.

2.12. **Pledge and Assignment of Rents, Proceeds, etc.** The pledge, assignment, grant and conveyance of the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Collateral contained in the Granting Clause of this Mortgage shall constitute a present pledge, assignment, grant and conveyance; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default has occurred and is continuing, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not in advance thereof, and in accordance with all of the other terms, conditions

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and provisions hereof, of the Loan Documents and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence and during the continuation of any Event of Default, such permission shall terminate immediately and automatically, without notice to Mortgagor or any other Person except as required by applicable law. Such pledge shall be fully effective without any further action on the part of Mortgagor or Mortgagee, and Mortgagee shall be entitled, at its option, upon the occurrence and during the continuation of an Event of Default, to collect, receive and apply, as provided in the Credit Agreement, all Rents, Proceeds and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of Mortgagor in any escrowed sums or deposits, or any portion thereof or interest therein, whether or not Mortgagee takes possession of the Collateral or any part thereof. Mortgagor further grants to Mortgagee the right, at Mortgagee's option, upon the occurrence and during the continuation of an Event of Default, to:

(a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and such other rents, income, proceeds and benefits relating to the Property;

(b) dispossess by the customary summary proceedings and in accordance with the terms and conditions of any applicable Lease, occupancy agreement, purchase agreement or other contract or instrument, any tenant, purchaser or other Person defaulting beyond any applicable notice and cure period in the payment of any amount when and as due and payable, or in the performance of any other obligation, under any Lease, occupancy agreement, purchase agreement or other contract or instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;

(c) let or convey the Collateral, or any portion thereof, or any interest therein;

and

(d) apply Rents, Proceeds and such other rents, income, proceeds and benefits relating to the Property, after the payment of all necessary fees, charges and expenses, on account of the Secured Obligations in accordance with Section 4.11 hereof.

2.13. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property, or any part thereof, or be construed to permit the making of any claim against Mortgagee in respect of labor or services, or the furnishing of any materials or other property, or any claim that any Lien based on the performance of such labor, or the furnishing of any such materials or other property is prior to the lien and security interest of this Mortgage. All contractors, subcontractors, vendors and other Persons dealing with the Property, or with any Persons interested therein, are hereby required to take notice of the provisions of this Section.

2.14. No Transfer of the Property. Except as permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Agent, which consent may be granted or withheld in the sole and absolute discretion of Agent: (a) sell, convey, assign or otherwise transfer the Property, or any portion of Mortgagor's interest therein, or (b) further encumber the

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Property, or permit the Property to become encumbered by any Lien, claim or indebtedness of any kind or nature other than the Permitted Exceptions.

2.15. **No Modification of Permitted Exceptions.** Mortgagor shall not modify or permit any modification of any Permitted Exception listed in Schedule 2.2 hereof in a manner that would have a material and adverse effect on the Property, without the prior written consent of Mortgagee.

2.16. **Security Agreement and Fixture Filing.** With respect to the items of personal property and fixtures referred to and described in the Granting Clause of this Mortgage and included as part of the Collateral, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of personal property and fixtures now or hereafter owned by Mortgagor and included herein as a part of the Collateral, in compliance with the provisions of the Uniform Commercial Code as enacted in the State. In this respect, Mortgagor, as "Debtor", expressly grants to Mortgagee, as "Secured Party", a security interest in and to all of the property now or hereafter owned by Mortgagor which constitutes the personal property and fixtures hereinabove referred to and described in this Mortgage, including all extensions, accessions, additions, improvements, betterments, renewals, replacements and substitutions thereof or thereto, and all proceeds from the sale or other disposition thereof, to secure the full, timely and proper payment and performance of the Secured Obligations. This Mortgage shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code of the State against all Collateral that is or is to become fixtures. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index as, and this Mortgage shall be deemed to be, a financing statement filed as a fixture filing in accordance with the laws of the State. Mortgagee may also file one or more Uniform Commercial Code financing statements with respect to the fixtures and any other Uniform Commercial Code collateral. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement, and the following information is applicable for the purpose of filing such financing statement as a fixture filing, to wit:

Name and Address of the debtor: Mortgagor having the address described in the Preamble hereof.	Name and Address of the secured party: Mortgagee having the address described in the Preamble hereof.
Taxpayer ID Number of debtor: **-***5071	Organizational ID Number of debtor: 2101254
This Financing Statement covers the following types or items of property: The Collateral. This instrument covers goods or items of personal property which are or are to become fixtures upon the real property described in <u>Exhibit A</u> attached hereto. The name of the record owner of the Land on which such fixtures are or are to be located is Mortgagor.	

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2.17. **Ground Lease.** Mortgagor is the lessee under the Ground Lease. Mortgagor warrants that it is the owner of a valid and subsisting interest in the Land as lessee under the Ground Lease, that the Ground Lease is in full force and effect, that there are no defaults thereunder and that no event has occurred which, after notice or passage of time or both, will result in such a default, that the Ground Lease is subject to no Lien, charge, or encumbrance of any kind and is prior to all liens, charges and encumbrances whatsoever on the fee interest of the City, except as set forth on Schedule 2.2 hereof. Mortgagor has full power and lawful authority to mortgage Mortgagor's Collateral in the form and manner herein done. Until all of the Secured Obligations have been paid in full and all obligations of Mortgagee and the Lenders under the Credit Agreement have been terminated, this Mortgage is and will remain a valid and enforceable lien on the leasehold estate in the Land created by the Ground Lease subject only to the Permitted Exceptions, and Mortgagor will preserve the leasehold estate in the Land created by the Ground Lease, and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. If Mortgagor receives a notice of default under the Ground Lease, it shall cause a copy of such notice to be sent to Mortgagee. Fee title to the portion of the Land subject to the Ground Lease and the estate conveyed by the Ground Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the City, Mortgagor or a third party, whether by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, right, title or interest in the portion of the Land subject to the Ground Lease demised by the Ground Lease, the Lien of this Mortgage shall attach to, cover and be a Lien upon such acquired estate, right, title or interest and same shall thereupon be and become a part of the Collateral with the same force and effect as if specifically encumbered herein, and Mortgagor agrees to execute all instruments and documents which Mortgagee may require to ratify, confirm and further evidence Mortgagee's lien on the acquired estate, right, title or interest.

2.18. **Representations and Warranties.** In order to induce Mortgagee to enter into this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagor agrees that all of the representations and warranties set forth in the Credit Agreement and the other Loan Documents that relate to the Collateral and/or this Mortgage are incorporated into this Mortgage by reference as if fully set forth herein.

2.19. **Mortgagor's Covenants.** In order to induce Mortgagee to enter into this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagor agrees that all of the covenants set forth in the Credit Agreement and the other Loan Documents that relate to the Collateral and/or this Mortgage are incorporated into this Mortgage by reference as if fully set forth herein.

3. INSURANCE

3.1. **Application of Proceeds and Awards.** Mortgagee shall be entitled to receive any proceeds of insurance as provided in the Credit Agreement, and Mortgagee shall apply all amounts recovered under any insurance policy required to be maintained by Mortgagor and all awards received by Mortgagor on account of any taking under power of eminent domain or condemnation or any similar proceeding in accordance with the Credit Agreement.

4. EVENTS OF DEFAULT; REMEDIES, ETC.

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4.1. **Events of Default: Acceleration.** If an Event of Default shall have occurred and be continuing, then and in any such event Mortgagee may at any time declare, by written notice to Mortgagor, the Secured Obligations to be immediately due and payable (provided that, upon the occurrence of any Event of Default described in paragraphs (h) or (i) of Article VII of the Credit Agreement, the Secured Obligations shall automatically become due and payable), and on such date the same shall be and become due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which Mortgagor hereby waives. Mortgagor will pay, or cause to be paid, on demand all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by or on behalf of Mortgagee in enforcing this Mortgage or any other Loan Document or occasioned by any Event of Default.

4.2. **Legal Proceedings: Foreclosure.** If an Event of Default shall have occurred and be continuing, Mortgagee at any time may, at its election, proceed at law or in equity or otherwise to enforce the payment and performance of the Secured Obligations in accordance with the terms hereof and thereof, and to foreclose the lien and security interest of this Mortgage as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. Mortgagee shall be entitled to recover in such proceedings all costs incident thereto, including reasonable attorneys' fees and expenses in such amounts as may be fixed by the court. For purposes of State law, Mortgagee may, at its option, cause all or any part of the Collateral to be seized and sold by foreclosure sale under executory process or under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Secured Obligations, without appraisal, to the highest bidder, for cash or upon such terms as Mortgagee deems acceptable. For purposes of executory process under State law, Mortgagor hereby acknowledges the Secured Obligations, CONFESSES JUDGMENT thereon and consents that judgment be rendered and signed immediately in favor of Mortgagee for the full amount of the Secured Obligations, in principal, interest, costs and attorneys' fees, together with all charges and expenses whatsoever owing pursuant to this Mortgage, the Credit Agreement and any of the other Loan Documents. In the event Mortgagee elects, at its option, to enter suit via ordinaria on the Secured Obligations under State law, in addition to the foregoing confession of judgment, Mortgagor hereby waives citation, other legal process and legal delays and hereby consents that judgment for the unpaid principal due on the Secured Obligations, together with interest, attorneys' fees, costs and other charges that may be due on the Secured Obligations, be rendered and signed immediately. In the event the proceeds of a foreclosure sale of the Collateral are insufficient to pay the full amount of the Secured Obligations, including all costs and expenses of foreclosure, Mortgagee shall be entitled to a deficiency judgment against Mortgagor with respect to the Secured Obligations. If any legal proceedings are instituted to enforce this Mortgage by executory process or otherwise, all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within that person's knowledge shall constitute authentic evidence of such facts for the purpose of executory process and also for the purposes of La. R.S. § 9:3509, La. R.S. § 9:3504(D)(6) and La. R.S. § 10:-9-629, where applicable.

4.3. **Power of Sale.** Intentionally omitted.

4.4. **Uniform Commercial Code Remedies.** If an Event of Default shall have occurred and be continuing, Mortgagee may exercise, from time to time and at any time, any rights and remedies available to it under applicable law upon default in the payment of

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indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. Mortgagor shall, promptly upon request by Mortgagee, assemble the Collateral, or any portion thereof, generally described in such request, and make it available to Mortgagee at such place or places designated by Mortgagee and reasonably convenient to Mortgagee. If Mortgagee elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, Mortgagee, at its option, may give Mortgagor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to Mortgagor at least ten (10) days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by Mortgagee of any portion of the Collateral, or any interest therein, is required by applicable law, Mortgagor conclusively agrees that ten (10) days notice to Mortgagor of the date, time and place (and, in the case of a private sale, the terms) thereof is reasonable.

4.5. Mortgagee Authorized to Execute Deeds, etc. Subject to and in accordance with all applicable law (including La. R.S. § 9:5388), Mortgagor irrevocably appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor (which appointment is coupled with an interest), in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof, whether pursuant to foreclosure or otherwise, to, following the occurrence of and during the continuation of any Event of Default, execute and deliver all such deeds, bills of sale, assignments, releases and other instruments as may be necessary or reasonably desirable for such purpose and carrying out and enforcing, upon the occurrence of any Event of Default, all or any specified portion of the incorporeal rights collateral assigned and/or pledged by Mortgagor in this Mortgage, or in which Mortgagor has granted a security interest under Chapter 9 of the Uniform Commercial Code of the State.

4.6. Purchase of Collateral by Mortgagee. Mortgagee may be a purchaser of the Collateral, or of any part thereof, or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and Mortgagee may apply upon the purchase price thereof the indebtedness secured hereby owing to Mortgagee. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Mortgage, and free of all rights of redemption in Mortgagor.

4.7. Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral, or any part thereof, or any interest therein, whether pursuant to foreclosure or otherwise, the receipt of Mortgagee, or the officer making the sale under judicial proceedings, shall be a sufficient discharge to the purchaser for the purchase money and such purchaser shall not be obliged to see to the application thereof.

4.8. Waiver of Appraisal, Valuation, etc. Mortgagor hereby waives, to the fullest extent it may lawfully do so, (a) the benefit of all appraisal, valuation, stay, extension and redemption laws now or hereafter in force, (b) except as provided in any of the Loan Documents, all notices of any Event of Default or of any election by Mortgagee or the Lenders to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents and (c) all rights of marshaling in the event of any sale of the Collateral or any part thereof or any interest therein. To the fullest extent permitted by applicable law, Mortgagor hereby expressly waives (i) the benefit of appraisal provided for in Articles 2332, 2336,

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2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring such benefits; (ii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three (3) days delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (iv) the benefit of the other provisions of Articles 2331, 2722, and 2723 of the Louisiana Code of Civil Procedure; (v) the benefit of the provisions of any other articles of the Louisiana Code of Civil Procedure not specifically mentioned above; (vi) all rights of division and discussion with respect to any obligation secured by this Mortgage; and (vii) all homestead and other exemptions relating to the Collateral (including any exemption of the Collateral from attachment, levy, sale or civil process in connection with the enforcement of the rights and remedies of Mortgagee provided under this Mortgage, the Credit Agreement, the other Loan Documents or applicable law).

4.9. **Sale a Bar Against Mortgagor.** Any sale of the Collateral, or any part thereof, or any interest therein under, or by virtue of this Mortgage, whether pursuant to foreclosure or otherwise, shall forever be a bar against Mortgagor from claiming any right, title, estate or interest in such Collateral sold pursuant to the terms of this Mortgage.

4.10. **Obligations To Become Due on Sale.** Upon any sale of the Collateral, or any portion thereof, or interest therein (a) by virtue of the exercise of any remedy by Mortgagee under, or by virtue of this Mortgage, whether pursuant to foreclosure or otherwise in accordance with this Mortgage, or (b) by virtue of any other remedy available at law, or in equity or by statute or otherwise, at the option of Mortgagee, any sums or monies due and payable pursuant to the Credit Agreement, the Loan Documents and in connection with the Secured Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon, and all other indebtedness which this Mortgage by its terms secures.

4.11. **Application of Proceeds of Sale and Other Moneys.** The proceeds of any sale of the Collateral, or any part thereof, or any interest therein under, or by virtue of this Mortgage, whether pursuant to foreclosure or otherwise, and all other moneys at any time held by Mortgagee as part of the Collateral, shall be applied as provided in the Credit Agreement.

4.12. **Appointment of Receiver.** If an Event of Default shall have occurred and be continuing, Mortgagee shall, as a matter of right, without notice and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of Mortgagor, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment. Additionally, for purposes of State law, pursuant to the authority contained in La. R.S. 9:5136 through 9:5140.2, as the same may hereafter be amended or supplemented, Mortgagor and Mortgagee do hereby expressly designate Mortgagee or its designee to be keeper ("Keeper") for the benefit of Mortgagee or any assignee of Mortgagee, such designation to take effect immediately upon any seizure of any of the Collateral under writ of executory process or under writ of fieri facias as an incident to an action brought by Mortgagee. The Keeper shall be entitled to a reasonable fee and to the reimbursement of all expenses incurred by it as Keeper, and the payment of such fees and expenses shall be secured by the mortgage and security interest in the Collateral granted in and by this Mortgage. The Keeper shall have such powers as the

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court making the appointment may confer, including, but not limited to, power to take possession, charge and control of the Collateral, to lease the same, to keep the Collateral insured and in good condition and to collect all income from the Collateral. The court may, from time to time, authorize the Keeper to apply any net amounts remaining in its possession, after deducting reasonable compensation for the Keeper and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Secured Obligations, including, without limitation, the following, in such order of application as Mortgagee may elect: (i) amounts due upon any promissory notes issued in connection with the Credit Agreement or any other Loan Documents and upon any and all other unpaid notes or obligations included among the Secured Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses of foreclosure and litigation upon the Collateral; (iv) insurance premiums, repairs, taxes, special assessments, interest, penalties and costs in connection with the Collateral; (v) any other lien or charge upon the Collateral that may be or become superior to the lien of this Mortgage; and (vi) all monies advanced by Mortgagee to cure or attempt to cure any Event of Default by Mortgagor in the performance of any obligation or condition contained in this Mortgage or otherwise or to protect the security hereof or provided herein, together with interest at the default rate set forth in the Credit Agreement.

4.13. Possession, Management, and Income. If an Event of Default shall have occurred and be continuing, in addition to, and not in limitation of, the rights and remedies provided in Section 2.16 hereof, Mortgagee, upon five (5) days' prior written notice to Mortgagor, may enter upon and take possession of the Collateral, or any part thereof, by force, summary proceeding, ejectment or otherwise and may remove Mortgagor and all other Persons and any and all property therefrom, and may hold, operate, maintain, repair, preserve and manage the same, and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto or any part thereof. Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal, holding, operation or management, except that any amounts so received by Mortgagee shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral, or any part thereof, and any Impositions, or other charges prior to the lien and security interest of this Mortgage which Mortgagee may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 4.11 hereof.

4.14. Right of Mortgagee to Perform Mortgagor's Covenants, etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, upon ten (10) days' written notice to Mortgagor (provided that no such notice shall be required in the event of an emergency or if any Event of Default has occurred and is continuing), and without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Collateral for such purpose and take all such action thereon as, in Mortgagee's opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Property or any part thereof. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred shall constitute additional indebtedness under the Credit Agreement secured by this Mortgage and shall be paid by Mortgagor to Mortgagee in accordance with Section 9.03 of the Credit Agreement. Notwithstanding anything to the contrary, nothing in this clause shall impose on the

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Mortgagee any duty, obligation or responsibility for the control, care, management or repair of the Collateral, or for the carrying out of any of the terms and conditions of any Leases, or make the Mortgagee responsible or liable for any waste committed on the Collateral by the tenants or by any other Person, or for any dangerous or defective condition of the Collateral, or for any negligence in the management, upkeep, repair or control of the Collateral.

4.15. Subrogation. To the extent that Mortgagee, on or after the date hereof, pursuant to this Mortgage, pays any sum due under any provision of any law, or any instrument creating any Lien prior or superior to the lien and security interest of this Mortgage, or Mortgagor or any other Person pays any such sum with the proceeds of the loan evidenced by the Credit Agreement, Mortgagee shall have and be entitled to a lien and security interest on the Collateral equal in priority to the Lien discharged, and Mortgagee shall be subrogated to, and receive, and enjoy all rights and Liens possessed, held or enjoyed by the holder of such Lien, which shall remain in existence and benefit Mortgagee in securing the Secured Obligations.

4.16. Remedies, etc. Cumulative. Each right, power and remedy of Mortgagee provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise, or beginning of the exercise, by Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

4.17. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage, or any application thereof, shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

4.18. No Waiver, etc. No failure by Mortgagee to insist upon the strict performance of any term hereof, of the Credit Agreement or of any other Loan Document, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Secured Obligations secured hereby before or after its due date, Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts and Secured Obligations payable hereunder, or to declare a default for failure to effect such prompt payment.

4.19. Compromise of Actions, etc. Any action, suit or proceeding brought by Mortgagee pursuant to any of the terms of this Mortgage, the Credit Agreement, any other Loan

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Document or otherwise, and any claim made by Mortgagee hereunder or thereunder may be compromised, withdrawn or otherwise dealt with by Mortgagee without any notice to or approval of Mortgagor.

5. MISCELLANEOUS

5.1. Further Assurances: Financing Statements.

(a) Further Assurances. Mortgagor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as Mortgagee from time to time may reasonably request:

(i) to better subject all or any portion of the Collateral to the lien and security interest of this Mortgage,

(ii) to perfect, publish notice or protect the validity of the lien and security interest of this Mortgage,

(iii) to preserve and defend the title to the Collateral and the rights of Mortgagee therein against the claims of all Persons as long as this Mortgage shall remain undischarged (subject to the Permitted Exceptions),

(iv) to better subject to the lien and security interest of this Mortgage, or to maintain or preserve the lien and security interest of this Mortgage with respect to any replacement or substitution for any Collateral or any other after-acquired property, or

(v) in order to further effectuate the purposes of this Mortgage and to carry out the terms hereof, and to better assure and confirm to Mortgagee its rights, powers and remedies hereunder.

(b) Financing Statements. Notwithstanding any other provision of this Mortgage, Mortgagor hereby agrees that, without notice to or the consent of Mortgagee, Mortgagor may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Mortgage.

5.2. Additional Security. Without notice to or consent of Mortgagor, and without impairment of the lien and security interest of and rights created by this Mortgage, Mortgagee and Lenders may accept from Mortgagor, or any other Person, additional security for the Secured Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagee from resorting, first, to such additional security, or, first, to the lien and security interest by this Mortgage, or concurrently to both, in any case without affecting Mortgagee's lien, security interest and rights under this Mortgage.

5.3. Defeasance: Partial Release, etc.

(a) Defeasance. If the Secured Obligations and all other amounts owing pursuant to the Credit Agreement and the other Loan Documents shall be repaid in full in

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accordance with the terms thereof, then on such date Mortgagee shall, upon the request of Mortgagor and at Mortgagor's sole cost and expense and otherwise in accordance with Section 9.02(c) of the Credit Agreement, execute and deliver such instruments, in form and substance reasonably satisfactory to Mortgagor and Mortgagee, as may be necessary to satisfy, reconvey, release and discharge this Mortgage.

(b) Partial Release, etc. Mortgagee may, in accordance with Section 9.02(c) of the Credit Agreement, at any time and from time to time, without liability therefor, with prior written notice to Mortgagor, release, discharge or reconvey any part of the Collateral, consent to the making of any map or plat of the Property, join in granting any easement thereon, join in any extension agreement or agreement subordinating the lien and security interest of this Mortgage, or enter into any other agreement in connection with the Collateral.

5.4. Notices, etc.

(a) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

If to Mortgagor:
Pilgrim's Pride Corporation
1770 Promontory Circle
Greeley, Colorado 80634
Attention: Gustavo Biscardi, Treasurer
Facsimile No.: (970) 336-6616

If to the City:
City of Natchitoches, Louisiana
P.O. Box 37
Natchitoches, Louisiana 71458

If to Mortgagee:
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.,
"Rabobank Nederland", New York Branch
c/o Rabobank Loan Syndications
245 Park Avenue
New York, New York 10167
Attention: Loan Syndications
Facsimile No.: (212) 808-2578

(b) All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when delivery has been confirmed; provided that if delivery is not confirmed during normal business hours for the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

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(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

5.5. Waivers, Amendments, etc. The provisions of this Mortgage may be amended, discharged or terminated and the observance or performance of any provision of this Mortgage may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by Mortgagor and Mortgagee.

5.6. Governing Law. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, SECURITY TITLE AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED, EXCEPT TO THE EXTENT THE UNIFORM COMMERCIAL CODE OF THE STATE PROVIDES THAT PERFECTION OF ANY SECURITY INTEREST CREATED UNDER THE UNIFORM COMMERCIAL CODE IS GOVERNED BY ANOTHER STATE'S LAW. ALL OTHER PROVISIONS OF THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

5.7. Jurisdiction: Consent to Service of Process. (a) MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS MORTGAGE SHALL AFFECT ANY RIGHT THAT MORTGAGEE OR ANY OTHER LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING IN THE COURTS OF ANY JURISDICTION, TO THE EXTENT THAT SUCH ACTION OR PROCEEDING RELATES TO THE ENFORCEMENT OF RIGHTS WITH RESPECT TO THE COLLATERAL.

(b) MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. MORTGAGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN

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INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) MORTGAGOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.01 OF THE CREDIT AGREEMENT. NOTHING IN THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

5.8. **Jury Trial Waiver.** MORTGAGOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS MORTGAGE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

5.9. **Severability.** Any provision of this Mortgage held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

5.10. **Headings.** Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Mortgage and shall not affect the construction of, or be taken into consideration in interpreting, this Mortgage.

5.11. **Usury Savings Clause.** It is the intention of Mortgagor and Mortgagee to conform strictly to the usury laws governing the Loan Documents, and any interest payable under this Mortgage or any other Loan Document shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under such laws, as construed by the courts having jurisdiction over such matters. In the event the maturity of the Secured Obligations is accelerated by reason of any provision of the Loan Documents, or by reason of an election by Mortgagee resulting from an Event of Default, then interest may never include more than the maximum amount permitted by law, computed from the dates of each advance of loan proceeds under the Credit Agreement until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically or, if theretofore paid, at the option of Mortgagee, shall be rebated to Mortgagor, or shall be credited on the principal amount of the Secured Obligations or, if all principal has been repaid, then the excess shall be rebated to Mortgagor. If any interest is canceled, credited against principal or rebated to Mortgagor in accordance with the foregoing sentence and, if thereafter the interest payable hereunder is less than the maximum amount permitted by applicable law, the rate hereunder shall automatically be increased to the maximum extent possible to permit repayment to Mortgagee and Lenders, as soon as possible, of any interest in excess of the maximum amount permitted by law which was

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earlier canceled, credited against principal, or rebated to Mortgagor pursuant to the provisions of the foregoing sentence.

5.12. Miscellaneous.

(a) Delivery of an executed counterpart of this Mortgage by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Mortgage. The delivery of an executed counterpart of this Mortgage by telefacsimile or other electronic method of transmission also shall be followed by the delivery of an original executed counterpart of this Mortgage, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Mortgage against the Mortgagor.

(b) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(c) Unless the context of this Mortgage clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hercof," "herein," "hereby," "hereunder," and similar terms in this Mortgage refer to this Mortgage as a whole and not to any particular provision of this Mortgage. Section, subsection, clause, schedule and exhibit references herein are to this Mortgage unless otherwise specified. Any reference in this Mortgage to any agreement, instrument or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

5.13. Future Advances. This Mortgage is a "Future Advance Mortgage" under the laws of the State and has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, 3168-3175, La. R.S. § 9:5386 et seq., Chapter 9 of the Louisiana Uniform Commercial Code, and other applicable law, for the purpose of securing the prompt payment and performance of all the Secured Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable law. Mortgagor hereby expressly acknowledges and agrees that this Mortgage may secure Secured Obligations that have been or will be borrowed, repaid and re-borrowed from time to time, one or more times, and that this Mortgage will be effective as to all future advances as of the date of execution and recordation hereof, it being intended that this Mortgage be a mortgage to secure present and future obligations to the fullest extent permitted by La. Civil Code Article 3298. This Mortgage shall secure the Secured Obligations, whenever incurred and as due at the times provided in the Loan Documents, and future advances (whether such advances are obligatory or

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are to be made at the option of Mortgagee or the Lenders, or otherwise) made by Mortgagee or the Lenders under the Credit Agreement, to the same extent as if such future advances were made on the date of the execution of this Mortgage, which future advances are senior to Indebtedness of other creditors under subsequently recorded or filed mortgages or liens. Notice is hereby given that the Secured Obligations may increase as a result of any defaults hereunder by Mortgagor due to, for example, and without limitation, unpaid interest, late charges, unpaid taxes or insurance premiums which Mortgagee elects to advance, defaults under Leases that Mortgagee elects to cure, reasonable attorneys' fees or costs incurred in enforcing the Loan Documents, or other expenses incurred by Mortgagee in protecting the Collateral, the Lien and security interest under this Mortgage or Mortgagee's rights and interests. Mortgagor acknowledges that the Credit Agreement and the other Loan Documents may be renewed, supplemented, amended and restated, and substituted for, from time to time, and any such renewed, supplemented, amended and restated Credit Agreement or other Loan Documents, or substituted obligations shall remain Secured Obligations secured by this Mortgage. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT BY MORTGAGEE OR THE LENDERS TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.

5.14. Revolving Credit. The Secured Obligations include, without limitation, Revolving Loans, Swingline Loans and other revolving credit facilities, the principal of which may be advanced, repaid and readvanced at any time and from time to time in accordance with the terms of the Credit Agreement and the other Loan Documents. Accordingly, if the outstanding principal balance of the Loans is ever reduced to a zero (\$0.00) balance, the lien of this Mortgage shall not be released or extinguished by operation of law or implied intent of the parties. This Mortgage, the Credit Agreement and the other Loan Documents shall remain in full force and effect as to any further advances under the Loan Documents made after any such zero balance until the Loans are paid in full and all of the Secured Obligations have been satisfied, all agreements of the Mortgagee and Lenders to make further advances have been terminated and this Mortgage has been cancelled of record.

5.15. Last Dollars Secured. This Mortgage secures only a portion of the Secured Obligations owing or which may become owing by Mortgagor to Mortgagee. The parties agree that any payments or repayments of such Secured Obligations by Mortgagor shall be and be deemed to be applied first to the portion of the Secured Obligations that is not secured hereby, it being the parties' intent that the portion of the Secured Obligations last remaining unpaid shall be secured hereby.

5.16. Amended and Restated Mortgage. This Mortgage amends and restates in its entirety the Original Mortgage. This Mortgage does not evidence a termination and re-granting of the property and security interests granted under the Original Mortgage and such property and security interests shall be continuing in all respects, as amended and restated hereby. The parties do not intend for this Mortgage to be a novation of the Original Mortgage, and this Mortgage shall not effect a novation of the Original Mortgage.

5.17. Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of other mortgages, deeds to secure debt, deeds of trusts and security documents that secure the Secured Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any

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acts or omissions whatsoever of Agent and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Agent of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of the Agent to realize upon or protect any Secured Obligations or any collateral security therefor including the other mortgages, deeds to secure debt, deeds of trust and security documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations or any of the collateral security therefor, including the other mortgages, deeds to secure debt, deeds of trust and security documents or of any guarantee thereof, and Agent may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the other mortgages, deeds to secure debt, deeds of trust and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of the rights and remedies of Agent under any or all of the other mortgages, deeds to secure debt, deeds of trust and other security documents shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Agent shall not impair the lien of any other mortgages, deeds to secure debt, deeds of trust and other security documents or any of the rights and remedies of Agent thereunder. Mortgagor specifically consents and agrees that Agent may exercise its rights and remedies hereunder and under the other mortgages, deeds to secure debt, deeds of trust and other security documents separately or concurrently and in any order that it may deem appropriate and Mortgagor waives any rights of subrogation.

5.18. Mortgagee as Agent; Successor Agents.

(a) Agent has been appointed to act as agent and Mortgagee hereunder by the Lenders and the Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Collateral) in accordance with the terms of the Credit Agreement, and any related agency agreement among Agent, the Lenders and the Secured Parties (collectively, as amended, supplemented or otherwise modified or replaced from time to time, the "Agency Documents") and this Mortgage. Mortgagor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Lenders therefor.

(b) Mortgagee shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation as Agent pursuant to the Agency Documents shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Agency Documents shall also constitute removal as Agent under this Mortgage. Appointment of a successor agent pursuant to the Agency Documents shall also constitute appointment of a successor agent under this Mortgage. Upon the acceptance of any appointment as agent by a successor agent under the Agency Documents, that successor agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly, at the expense of Mortgagor (i) assign and transfer to such successor agent all of its right, title and interest in and to this Mortgage and the Collateral, and (ii) execute and

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deliver to such successor agent such assignments and amendments and take such other actions, as may be reasonably necessary or appropriate in connection with the assignment to such successor agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Agent hereunder.

(c) Each reference herein to any right granted to, benefit conferred upon or power exercisable, exercised or action taken by the "Mortgagee" shall be deemed to be a reference to or be deemed to have been so taken, as the case may be, by Mortgagee in its capacity as Agent pursuant to the Agency Documents for the benefit of the Lenders and the Secured Parties all as more fully set forth in the Agency Documents.

5.19. Paraph. Mortgagor acknowledges that no promissory note or other instrument evidencing any part of the Secured Obligations has been presented to the undersigned Notary Public to be paraphrased herewith.

5.20. Certain Louisiana References. The following references whether in this Mortgage, the Credit Agreement or any other Loan Document shall include or have the meanings set forth in this Section 5.22. Any reference to an "easement" or "easements" will include a reference to a "servitude" or "servitudes." Any reference to a county will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. The term "tangible" will mean "corporeal" as that term is used in the Louisiana Civil Code. The term "buildings" will include "other constructions" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be deemed to be a keeper appointed by Mortgagee as provided herein. Reference to the "Uniform Commercial Code" or the "UCC" shall be to the Louisiana Commercial Laws, La. R.S. § 10:101, et seq. The term "fee estate," "fee simple absolute" or "fee simple title" will mean "full ownership interest" as that term is used in the Louisiana Civil Code. The term "condemnation" will include "expropriation" as that term is used in Louisiana law. The term "conveyance in lieu of foreclosure" or "action in lieu thereof" will mean "giving in payment" and "dation en paiement" as that term is used in the Louisiana Civil Code. The term "joint and several" will mean "solidary" as that term is used in the Louisiana Civil Code.

5.21. Waiver of Certificates. The production of mortgage, conveyance, tax research and other certificates and researches required by law are hereby waived, and the parties do hereby relieve and release the undersigned Notary Public from any and all liability and responsibility in connection therewith.

6. THE CITY'S CONSENT

6.1. Representations and Covenants of the City. The City, with the full understanding that the amount of credit available to the Borrowers under the Credit Agreement is

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substantially increased by the City executing this Mortgage, docs. by executing this Mortgage wherein provided, hereby represent, warrant and covenant as follows:

(a) The City has full power and authority to make the representations and covenants contained in this Section 6.1.

(b) The Ground Lease is in full force and effect and has not been modified, amended or supplemented.

(c) Mortgagor is not presently in default under the Ground Lease and, to the City's knowledge, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a default by Mortgagor under the Ground Lease.

(d) Any defaults by Mortgagor which may have occurred, or have been alleged by the City to have occurred, prior to the date hereof have been fully cured and the City has waived and does hereby waive said defaults.

(e) The City hereby consents to the pledge by Mortgagor to Mortgagee, for the benefit of the Lenders, and the grant by Mortgagor to Mortgagee of a lien on and security interest in, Mortgagor's interest in the Ground Lease and leasehold interest in the Collateral as collateral for the loans and other extensions of credit made by the Lenders to the Borrowers pursuant to the Credit Agreement and for all amounts owed by the Borrowers thereunder. The City further agrees that in the event that Mortgagee forecloses on its lien and security interest in Mortgagor's interest in the Ground Lease and leasehold interest in the Collateral (or in the event that Mortgagor shall transfer such interests to Mortgagee or its designee in lieu of foreclosure), the City consents to the transfer of Mortgagor's interest in the Ground Lease and leasehold interest in the Collateral to Mortgagee (or Mortgagee's designee), to Mortgagee's assignee, and to any third-party purchaser at foreclosure.

(f) In the event that Mortgagor defaults under the Ground Lease, before exercising any remedy thereunder, the City agrees that it shall give Mortgagee prompt written notice of such default and the steps necessary to cure such default, and that Mortgagee shall have thirty (30) days (ninety (90) days in the event of a non-monetary default) after receipt of such notice to cure the default or cause it to be cured, if Mortgagee elects to do so; provided, however, that Mortgagee shall have no obligation to cure any such default by Mortgagor. If Mortgagee does cure any such default by Mortgagor, then Mortgagor will continue to be entitled to all rights as lessee under the Ground Lease. Any default beyond the ability of Mortgagee to cure, such as failure to provide financial statements, will not work as a forfeiture of rights as to Mortgagee. Any such notice by the City to Mortgagee shall be in writing and shall be sent as provided in Section 5.4 hereof.

(g) The City agrees that upon notification by Mortgagee of the occurrence of an Event of Default by Mortgagor under the Credit Agreement, this Mortgage or any other Loan Document, the City will continue to perform its obligations under the Ground Lease in favor of Mortgagee or Mortgagee's designee, in the manner provided in the Ground Lease as if Mortgagee or Mortgagee's designee were originally a party to the Ground Lease. In no event shall Mortgagee have any liability for performing any of the obligations of Mortgagor under the

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Ground Lease except that, for the period of time during (but not after) which Mortgagee, or its designee, is in actual possession of the Collateral, Mortgagee shall be obligated to perform all obligations of Mortgagor under the Ground Lease which relate to the use, maintenance and insurance of the Collateral and payment of rent under the Ground Lease. Any such notice by Mortgagee to the City shall be sent in manner provided in Section 5.4 hereof.

(h) It is expressly understood and agreed by the City and Mortgagee that Mortgagee has in no way agreed to be, nor shall Mortgagee be deemed to have become, liable for any of Mortgagor's obligations under the Ground Lease merely by virtue of the existence of this Mortgage executed by Mortgagor in favor of Mortgagee for the benefit of the Lenders with respect to Mortgagor's interest in the Ground Lease and the leasehold interest in the Collateral.

(i) In the event Mortgagor exercises its option or obligation to purchase the Collateral pursuant to the applicable provisions contained in the Ground Lease, the City shall sell and convey the Collateral to Mortgagor for the purchase price, within the time and otherwise as provided in such Ground Lease.

(j) The City agrees, in its capacity as the issuer of bonds under that certain indenture relating to the Ground Lease, that it will not issue any additional bonds under such indenture without providing at least thirty (30) days' prior written notice to Mortgagee, which notice shall set forth the principal amount of the bonds to be issued.

6.2. Limitation of the City's Liability. Notwithstanding any other provision of this Mortgage, the liability of the City hereunder shall be limited to the Collateral. There shall be no recourse hereunder against any assets or revenues of the City other than the Collateral. No deficiency judgment hereunder shall lie against the City.

[Signature pages follow]

MTG. BOOK 1033

CONVEY. BOOK 695

PK 7B

Pg. 662

THIS DONE AND PASSED, at Shreveport, County/Parish of Wald, State of Louisiana, on the 1 day of June, 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with Mortgagor and me, notary, after due reading of the whole.

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation

By: [Signature]
Name: Fabio Sandri
Title: Principal Financial Officer

WITNESSES:

[Signature]
Print Name: Jamie Kasha

[Signature]
Print Name: [Signature]

[Signature]
NOTARY PUBLIC

TRACEY GREENWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 29034041047
MY COMMISSION EXPIRES JANUARY 09, 2017

Print Name: Tracey Greenwell
Notary ID No./State Bar No.: 20034041047
My commission expires: 01/09/2017

Amended and Restated Leasehold Mortgage for Parish of Natchitoches, Louisiana

N-1

MTG. BOOK 1033
Page 73

CONVEY. BOOK 695
Pg 663

THUS DONE AND PASSED, at Natchitoches County/Parish of Natchitoches
State of Louisiana, on the 15 day of June, 2015, in the presence of the
undersigned competent witnesses, who hereunder sign their names with the City and me, notary,
after due reading of the whole.

CITY OF NATCHITOCHEs, STATE OF
LOUISIANA

By: [Signature]
Name: Lee Percy
Title: Mayor

WITNESSES:

[Signature]
Print Name: Stacy McQuary

[Signature]
Print Name: Harini Wendinger

[Signature]
NOTARY PUBLIC

Print Name: Daniel T. Murchison Jr
Notary ID No./State Bar No: 20307
My commission expires: death

Amended and Restated Leasehold Mortgage for Parish of Natchitoches, Louisiana

MTG. BOOK 1033

CONVEY. BOOK 695

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THIS DONE AND PASSED, at _____, County/Parish of New York, State of New York, on the 25 day of June, 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with Mortgagee and me, notary, after due reading of the whole.

WITNESSES:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK
BRANCH, in its capacity as the Administrative
Agent and Collateral Agent

[Signature]
Print Name: Michael Lee

By: [Signature]
Name: Eric Hurstman
Title: Managing Director

[Signature]
Print Name: Mark Lohin

[Signature]
Print Name: Michael Lee

By: [Signature]
Name: Eric Rogowski
Title: Executive Director

[Signature]
Print Name: Mark Lohin

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC

Print Name: _____
Notary ID No./State Bar No.: _____
My commission expires: _____

Print Name: _____
Notary ID No./State Bar No.: _____
My commission expires: _____

MATT C. REILLY
Notary Public, State of New York
No. 01RE6251486
Qualified in New York County
Commission Expires 11/17/2016
Amended as Notary Public for Parish of Natchitoches, Louisiana

MATT C. REILLY
Notary Public, State of New York
No. 01RE6251486
Qualified in New York County
Commission Expires 11/17/2016

MTG. BOOK 1033

CONVEY. BOOK 695

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EXHIBIT A

Legal Description of the Land

That certain Leasehold Estate created by the Lease, affecting the following described property:

Tract I

LEASEHOLD PARCEL

Commercial Sub-Lease Agreement between Louisiana State Market Commission and Pilgrim's Pride Corporation dated as of December 15, 2005, recorded as Entry #287718, MOB 789, page 424 on December 15, 2005, affecting the following described property:

Tract C

A piece or parcel of land containing 250.00 acres more or less located in Section 57, T8N - R7W and Sections 88, 103, & 112, T9N - R7W, Natchitoches Parish, Louisiana, being more particularly described as follows:

Commencing at the corner common to Sections 88, 104 & 105 of T9N - R7W, a set iron rod; proceed S37°14'56"E- 90.15 feet to a found concrete post; thence S 37°01'23"E 2354.14 feet to a set iron rod; thence S 55°32'14" W - 130.64 feet to a found iron rod; thence S 72°34'46" W - 2257.21 feet to a set iron rod; thence S 60°33'24" W - 132.00 feet to a set iron rod; thence N 61°26'39" W - 161.70 feet to a found concrete post; thence N 61°26'34" W -135.30 feet to a set iron rod; thence N 32°13'36" W - 137.28 feet to a set iron rod; thence N 51°26'36" W - 244.20 feet to a set iron rod; thence N 42°26'36" W - 184.80 feet to a set iron rod; thence N 60°56'36" W - 582.12 feet to a found iron rod; thence N 00°59'32"W - 229.69 feet to a found iron rod; thence N 70°38'39" W - 757.15 feet to a set iron rod; thence S 05°29'32" E - 1624.75 feet to a set iron rod; thence N 49°12'51" E - 2047.89 feet to a found iron rod; thence N50°27'11" E - 259.28 feet to a found iron rod; thence S 38°16'30" E - 272.00 feet to a set iron rod; thence S 38°37'58" E - 1.751.34 feet to a found iron rod; thence N 62°17'56" E - 155.30 feet to the point of beginning as shown on plat of survey dated October 18, 2005, by Meyer, Meyer, LaCroix & Hixson, Inc.

Less and Except:

The property comprises 7.953 acres and is situated in a portion of Sections 88 and 112 of Township 9 North, Range 7 West in Natchitoches Parish, Louisiana, as surveyed by Jeffery M. Messinger, Professional Land Surveyor and as shown in the plat dated October 23, 2008, being more particularly described as follows:

Begin at the corner common to Sections 87, 88, 111, and 112 of Township 9 North, Range 7 West in Natchitoches Parish, Louisiana. Thence run N 49°35'18" E along the line common to Sections 111 and 112 for 176.81 feet to an iron pipe in the western right of way line of South Industrial Loop, being in a curve. Thence run in a southeasterly direction along the western right

Exhibit A

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MTG. BOOK 1033

CONVEY. BOOK 695

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of way line of South Industrial Loop, being in a curve to the left and having a radius of 280.00 feet, the chord being S 48°28'20" E 30.14 feet for 30.16 feet to the PT of this curve. Thence run S 51°33'28" E along the western right of way line of South Industrial Loop for 159.26 feet to the PC of the curve to the right. Thence run in a southeasterly direction along the western right of way line of South Industrial Loop being in a curve to the right and having a radius of 320.00 feet, the chord being S 44°54'19" E 74.14 feet for 74.31 feet to the PT of this curve. Thence run S 38°15'10" E along the western right of way line of South Industrial Loop for 86.83 feet to a point. Thence run S 38°21'18" W for 85.68 feet to an iron pipe. Thence run S 47°05'31" W for 164.14 feet to an iron pipe. Thence run S 66°56'26" W for 141.62 feet to an iron pipe. Thence run S 67°24'33" W for 256.84 feet to an iron pipe. Thence run S 61°55'14" W for 288.18 feet to an iron pipe. Thence run S 71°46'35" W for 153.21 feet to an iron pipe. Thence run S 54°50'34" W for 346.73 feet to an iron pipe. Thence run S 55°56'53" W for 128.07 feet to an iron pipe. Thence run S 77°48'13" W for 178.59 feet to a point in the line common to Sections 87 and 88. Thence run 49°35'18" E along the common line for 1,466.67 feet to a point at the corner common to Sections 87, 88, 111 and 112, which is the Point of Beginning.

SERVITUDE PARCEL

Those certain non-exclusive servitude rights created pursuant to Access Servitude Agreement and Reservation of Rights for Future Dedication of Public Road between The City of Natchitoches, State of Louisiana and Pilgrim's Pride Corporation dated December 15, 2005, recorded as Entry # 287721, COB 597, page 76 on December 15, 2005; as ratified by Act dated December 15, 2005, recorded as Entry #287991, COB 597, page 262 on December 22, 2005, affecting the following described property:

Tract E

A piece or parcel of land containing 0.217 Acres more or less located in Section 111 T9N-R7W, Natchitoches Parish, Louisiana, being more particularly described as follows:

Commencing at the corner common to Sections 88,104 and 105, T9N-R7W, proceed S 62°17'56" W -155.30 feet; thence N 38°37'58" W-1751.34 feet; thence N 38°16'30" W-272.00 feet; thence S 50°27'11" W - 259.28 feet to a found iron rod, the point of beginning of this tract; thence S 49°12'51" W - 194.76 feet to a set iron rod; thence N 02°35'26" E -133.28 feet to a found iron rod; thence S 87°36'14" E-141.56 to the point of beginning as shown on plat of survey dated October 18, 2005 by Meyer, Meyer, LaCroix & Hixson, Inc.

Tract F

A piece or parcel of land containing 1.27 Acres more or less located in Sections 87 and 111 of T9N-R7W, Natchitoches Parish, Louisiana, being more particularly described as follows:

Commencing at the corner common to Sections 88,104 and 105, T9N-R7W, proceed S 62°17'56" W -155.30 feet; thence N 38°37'58" W- 1751.34 feet; thence N 38°16'30" W -272.00 feet to a found iron rod, the point of beginning of this tract; thence S 50°27'11" W -259.28 feet to a found iron rod; thence N 87°36'14" W - 141.56 feet to a found iron rod; thence N 02°35'26" E - 217.88

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feet to a found iron rod; thence S 87°38'40" E - 299.96 feet to a found iron rod; thence S 34°34'22" E - 56.06 feet to the point of beginning as shown on plat of survey dated October 18, 2005 by Meyer, Meyer, LaCroix & Hixson, Inc.

Tract 2

Leasehold Estate created by that certain Commercial Lease with Option to Purchase by City of Natchitoches, State of Louisiana and Pilgrim's Pride Corporation dated as of December 15, 2005, recorded as Entry # 287720, MOB 789, page 472 on December 15, 2005, affecting the following described property:

A piece or parcel of land containing 29.25 Acres more or less located in Sections 103 and 104 of Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being more particularly described as follows:

Commencing at the corner common to Sections 88, 104 and 105, T9N-R7W, a set iron rod, proceed S 37°14'56"E - 90.15; thence S 37°01'23"E-802.00 feet to a set iron rod the point of beginning of this tract; thence N61°42'51"E - 726.46 feet to a set iron rod; thence N02°18'00"W - 311.31 feet to a set iron rod; thence along a curve to the left, whose chord bears N 14°14'40" W - 254.37 feet to a set iron rod, said curve having an arc of 256.22 feet and a radius of 614.53 feet; thence N 26°11'19" W - 253.39 feet to a set iron rod; thence N62°24'44"E - 12.75 feet to a set iron rod; thence S 32°28'39"E - 936.31 feet to a found iron rod; thence S41°37'44"W - 123.54 to a found iron rod; thence S06°06'12"W -89.88 feet to a found iron rod; thence S31°26'30"E - 85.78 feet to a found iron rod; thence S65°39'48" E -204.57 feet to a found iron rod; thence S33°30'10"W - 391.54 feet to found iron rod; thence S11°11'59"W - 305.47 feet to found iron rod; thence S22°44'26"E - 173.85 feet to a found iron rod; thence S08°27'40"W - 63.36 feet to found rod; thence S04°00'42"E - 125.21 feet to a found iron rod; thence S55°32'14"W - 479.34 feet to a set iron rod; thence N37°01'23" W - 1552.14 feet to the point of beginning as shown on plat of survey dated October 18, 2005 by Meyer, Meyer, LaCroix & Hixson, Inc.

Tract 3 (Processing Plant)

Leasehold Estate created by Lease by and between the City of Natchitoches and J-M Poultry Packing Company, Ltd., dated June 24, 1977 and recorded June 28, 1977 in MOB 360, page 148 of the Records of Natchitoches Parish, Louisiana and affecting the following described property:

A CERTAIN TRACT OF LAND on the South Side of Louisiana Highway No. 3110 (Louisiana Highway 1 Bypass), containing 40.5 Acres, more or less, together with the bank of Old River adjacent to said tract, which bank contains 4.3 acres, making a total of 44.8 acres as shown on plat by A. J. Brouillette, Surveyor, dated April 28, 1977, and made a part hereof.

The said 40.5 acre-tract is described as follows: Commence at the Southwest corner of the property sold by S.Nelken, et al to Martin-Goldberg, Inc, by deed dated July 9, 1976, recorded in Conveyance Book 330, page 490 of the Records of Natchitoches Parish, Louisiana, designated as Point 34C. From this point run South 23 degrees 22 minutes West 785.0 feet to Point AA on said

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plat by A. J. Brouillette, Surveyor. From Point AA run North 66 degrees 38 minutes West 400 feet to Point BB, thence South 23 degrees 22 minutes West 220 feet to Point CC, thence North 66 degrees 38 minutes East 150 feet to Point DD, thence South 23 degrees 22 minutes East 344.8 feet to Point EE, thence North 36 degrees 57 minutes West 13 feet to Point H along the high bank of Old River, thence continuing along the high bank North 60 degrees 33 minutes West 200 feet to Point I, thence North 78 degrees 38 minutes West 140 feet to Point J; run thence North 38 degrees 23 minutes West 94 feet to Point K; run thence North 43 degrees 25 minutes West 105 feet to Point L; run thence North 11 degrees 10 minutes West 108 feet to Point M; run thence North 6 degrees 38 minutes East 172 feet to Point N; run thence North 43 degrees 35 minutes West 112 feet to Point O; run thence North 34 degrees 23 minutes West 229 feet to Point P; run thence North 2 degrees 53 minutes East 165 feet to Point Q; run thence North 17 degrees 25 minutes East 121 feet to Point R; run thence North 42 degrees 24 minutes East 92 feet to Point S; run thence North 1 degree 38 minutes East 251 feet to Point T; run thence North 24 degrees 39 minutes West 190 feet to Point U; run thence North 10 degrees 55 minutes West 128 feet to Point V; run thence North 35 degrees 02 minutes East 89.2 feet to Point W; at this point leave the high bank of Old River and run South 55 degrees 00 minutes East 553.4 feet to Point 24A; run thence North 32 degrees 11 minutes East 300 feet to Point 24 on the South edge of Louisiana Highway 3110; thence South 58 degrees 45 minutes East 100 feet to Point 25; run thence South 60 degrees 44 minutes East 100 feet to Point 26; run thence South 62 degrees 36 minutes East 100 feet to Point 27; run thence South 64 degrees 41 minutes East 100 feet to Point 28; run thence South 66 degrees 28 minutes East 100 feet to Point 29; run thence South 22 degrees 30 minutes West 300 feet to Point 29A; run thence South 69 degrees 25 minutes East 219.9 feet to Point 31A; run thence South 73 degrees 34 minutes East 240.7 feet to Point 33A; run thence South 75 degrees 30 minutes East 265 feet to Point 34C, which is the place of beginning.

Together with a strip of land containing 4.3 acres lying between the traverse hereinabove set forth and the low watermark of Old River as shown in the heavy line on the plat by A. J. Brouillette.

The lands are bounded generally West by the low watermark of Old River, on the East by other property of the Nelkens, on the North by Louisiana 3110 (Louisiana Highway 1 Bypass), and by property of the Nelkens.

Tract 4 (Hatchery)

Leasehold Estate created by Lease by and between the City of Natchitoches and J-M Poultry Packing Company, Ltd., dated June 24, 1977 and recorded June 28, 1977 in MOB 360, page 134 of the Records of Natchitoches Parish, Louisiana, affecting the following described property:

A CERTAIN TRACT OF LAND in Natchitoches Parish, Louisiana, containing 14.6 acres, more or less, in Section 76, Township 9 North, Range 7 West, Louisiana Meridian, being situated on the left descending bank of Bayou Boulet de Canon, and being fully shown on plat of survey by A. J. Brouillette, Registered Surveyor, dated May 2, 1977, copy of which has been filed in Map Book 1, page 648 of the Records of Natchitoches Parish, Louisiana. The said tract is fully described on said plat as commencing at Point "A" on the left descending bank of Bayou Boulet de Canon and run thence North 76 degrees 45 minutes East 990 feet to Point "B", run thence

Exhibit A

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South 13 degrees 15 minutes East 660 feet to Point "C", run thence South 76 degrees 45 minutes West 924 feet to Point "D" on the high bank of Bayou Boulet de Canon, run thence South 76 degrees 45 minutes West 103.1 feet to the thread (the center) of Bayou Boulet de Canon, run thence in a generally Northerly and Westerly direction up the thread of the said stream to a point opposite Point "A", the place of beginning. From the thread of the stream run North 76 degrees 45 minutes East a distance of 77.7 feet to Point "A", the place of beginning.

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Exhibit A

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EXHIBIT B

Ground Leases

1. Lease Agreement by and between the City of Natchitoches, State of Louisiana and Pilgrim's Pride Corporation dated as of December 1, 2005 and recorded on December 15, 2005 as Entry #287719, MOB 789, page 435.
2. Commercial Lease with Option to Purchase by and between the City of Natchitoches, State of Louisiana and Pilgrim's Pride Corporation dated as of December 15, 2005 and recorded on December 15, 2005 as Entry# 287720, MOB 789, page 472 of the Records of Natchitoches Parish, Louisiana.
3. Commercial Sublease and Assignment of Option to Purchase by and between the Louisiana State Market Commission and Pilgrim's Pride Corporation dated as of December 15, 2005 and recorded December 15, 2005 as Entry #287718, MOB 789, page 424 the Records of Natchitoches Parish, Louisiana.
4. Lease by and between the City of Natchitoches, Louisiana and Pilgrim's Pride Corporation, as successor in interest to J-M Poultry Packing Company, Ltd., dated June 24, 1977 and recorded June 28, 1977 in MOB 360, page 148 of the Records of Natchitoches Parish, Louisiana.
5. Lease by and between the City of Natchitoches, Louisiana and Pilgrim's Pride Corporation, as successor in interest to J-M Poultry Packing Company, Ltd., dated June 24, 1977 and recorded June 28, 1977 in MOB 360, page 134 of the Records of Natchitoches Parish, Louisiana.

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Exhibit B

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SCHEDULE 2.2

Permitted Exceptions

1. The exceptions set forth in the title policy dated as of the recordation date hereof for the Collateral issued by Chicago Title Insurance Company as Loan Policy No. File No. 15-495662-960

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Schedule 2.2

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SCHEDULE 2.7

Leases

None

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Schedule 2.7

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 019 OF 2015

AN ORDINANCE TO COMPLY WITH GASB STATEMENT 54 COMMITTING SPECIAL REVENUE FUND BALANCES

WHEREAS, the Governmental Accounting Standards Board (GASB) requires detail regarding Special Revenue fund balances, and

WHEREAS, the definition of a Special Revenue Fund is a fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes,

THEREFORE, the following Special Revenue Fund balance(s) are committed by the governing body of the City of Natchitoches to the specific purposes of each fund as detailed below:

COMMUNITY PROGRAM FUND: To account for receipt and expenditure of funds for community related programs including, but not limited to, Family Day at the Park, Summer Day Camps, and Summer Art Camps.

DOTD – HWY 1 SOUTH: To account for the city's share of expenses for infrastructure and sidewalks related to the DOTD state project to widen HWY 1 SOUTH from Keyser Ave. to Hancock Ave.

BJA BYRNE JAG: To account for Federal grant funds and city matching funds for awarded Police Department projects.

LWCF – CITY PARK PROJECT: To account for Land Water Conservation Funding, local grant funding, and city's required cash match for project to improve City Park at Second St. and Amulet.

CHAPLAIN'S LAKE WATER SYSTEM IMPROVEMENTS: To account for receipt of Drinking Water Revolving Loan Funds, debt service and other expenditures related to an improvement project to address the water system near Chaplain's Lake.

BLANCHARD ROAD DEVELOPMENT: To account for State facility planning & control funds and City's 25% cash match for project to develop a portion of Blanchard Road.

NOW, THEREFORE, BE IT ORDAINED that the City of Natchitoches does hereby commit the above Special Revenue Fund balance(s) to the specific purposes as detailed above and as are appropriate for each fund.

BE IT FURTHER ORDAINED that any re-classification of any of the above Special Revenue Fund balance(s) must come before the governing body of the City of Natchitoches before any such fund balance can be committed to any other purpose not specified in this Ordinance.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 020 OF 2015

**AN ORDINANCE ADOPTING THE BUDGET FOR THE
CITY OF NATCHITOCHEES FOR THE FISCAL YEAR
JUNE 1, 2015 THROUGH MAY 31, 2016**

WHEREAS, the fiscal year of the City of Natchitoches is from June 1 through May 31 of each year; and

WHEREAS, a budget has been prepared by the Finance Director, Mr. Patrick Jones, and has been submitted by the Mayor, Lee Posey, to the City Council for review and consideration;

NOW, THEREFORE, be it ordained that the Natchitoches City Council does hereby adopt the budget for the fiscal year June 1, 2015 through May 31, 2016.

CITY OF NATCHITOCHEES 2015 - 16 FY

General Fund	\$ 14,815,545
Proprietary Fund (Utility)	\$ 37,367,224
Special and Capital Project Funds	\$ 28,251,606

BE IT FURTHER ORDAINED, in accordance with L.R.S. 39:1305, the following specifies the Mayor's authority to make budgetary amendments without approval of the governing authority, as well as those powers reserved solely to the governing authority:

The Home Rule Charter of the City of Natchitoches states in part "... at any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Upon written request by the Mayor, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another..." (Section 5.05 D) Supplemental, emergency, and reductions of appropriations must be submitted to the Council for approval by Ordinance. (Section 5.05 A-C)

This Ordinance was Introduced on the 13th day of April, 2015 and duly published in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

Mayor Posey commended the Finance Department for their hard work in preparing the budget. Budget Hearings will be prior to the next City Council meeting on April 27th at 4:30 p.m. He then stated they are trying to be as transparent and fair as possible and encouraged the council to review the preliminary budget before the next meeting.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 021 OF 2015

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEES TO AWARD
THE BID FOR THE CITY OF NATCHITOCHEES, WATER TREATMENT SYSTEM
RENOVATIONS**

(BID NO. 0562)

WHEREAS, Resolution No.014 of 2015 was passed by the Natchitoches City Council on February 23, 2015 authorizing the Mayor to advertise for bids for the City of Natchitoches, Water Treatment System Renovations (Bid No. 0562); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on, February 26, March 5, and March 12, 2015 in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- | | |
|---|----------------|
| (1) Cecil Gassiott, LLC.
Alexandria, LA | \$1,527,868.00 |
| (2) Womack & Sons Construction Group
Harrisonburg, LA..... | \$1,624,125.00 |

WHEREAS, on April 6, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, and Dale Nielsen, Councilman reviewed the bid proposals for the City of Natchitoches, Water Treatment System Renovations (Bid No. 0562); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Cecil Gassiott, LLC., Alexandria, LA** in the amount of **\$1,527,868.00**.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

April 6, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Dale Nielsen, has reviewed the engineer's recommendation submitted by Mr. Henry Shuler, Professional Engineer, with Shuler Consulting Company, Chatham, LA, on Bid # 0562, for the Water Treatment System Renovations project.

The committee was unanimous in its decision to award the bid to the lowest bidder, Cecil Gassiott LLC, Alexandria, LA in the amount of \$1,527,868.00. One other bid was received from Womack & Sons Construction Group, Harrisonburg, LA in the amount of \$1,624,125.00.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on April 13, 2015.

Sincerely,

Pat Jones
Director of Finance

Edd Lee
Director of Purchasing

Dale Nielsen
Councilman Dist #2

Bryan Wimberly
Director of Utilities



SHULER CONSULTING COMPANY
CIVIL ENGINEERING DESIGN & CONSULTING SERVICES

April 6, 2015

Mayor Lee Posey
C/O Mr. Edd Lee
Director of Purchasing
City of Natchitoches
P.O. Box 37
Natchitoches, LA 71457

Re: Award Recommendation
City of Natchitoches
Water Treatment System Renovations
Drinking Water Revolving Loan Fund
SCC Project No. 2652

Dear Mr. Posey:

Please find attached the Proof of Publication, Certified Bid Tabulation, and Contractor Bid Documents for the subject project. It is the opinion of this office that the base bid for construction be awarded to Cecil D. Gassiot, L.L.C. of Alexandria, Louisiana in the amount of \$1,527,868.00. This figure should be compared to the \$1,587,875.00 currently available for construction. It should be noted that the construction contract award should be contingent upon DWRLF loan closing.

SCC feels that the project's scope is well within the contractor's expertise. If any additional information is required pertaining to this submittal, please feel free to contact this office at (318) 249-3030. Thank you for your assistance in this matter.

Sincerely,

Shuler Consulting Company


Henry Shuler, P.E.

230 GRANDVIEW DRIVE, CHATHAM, LOUISIANA 71226
OFFICE: (318) 249-3030 FAX: (318) 249-3040

2652-LP

Bid Tabulation
City of Natchitoches
Water Treatment System Renovations
Bid Opening - March 30, 2015 (City Bid No. 0562) (SSC# 2658)

Cecil D. Gassiot, L.L.C.

Womack & Sons

Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
----------	-------------	----------	------	------------	-----------	------------	-----------

BASE BID ITEMS:

1	Circular Clarifier (Decent Clarifier) inclusive of clarifier mechanism, internal piping, appurtenances, walkway w/platform, labor to install and associated items. (Ref. W-258)	1	LS	\$300,000.00	\$300,000.00	\$350,000.00	\$350,000.00
2	Clarifier Basin (Tank) inclusive of bolted steel panels with glass fused to steel coating, fabrication, erection, nozzles, connections, common drain/overflow assembly, interior and exterior ladders, embedded grade ring, testing, and associated items.	1	LS	\$234,450.00	\$234,450.00	\$275,000.00	\$275,000.00
3	Reinforced Concrete Clarifier Foundation (Excludes req'd piles) inclusive of forming, bracing, pumping, reinforcing steel, concrete, anchors, ties, excavation, dewatering and associated items.	1	LS	\$102,250.00	\$102,250.00	\$150,000.00	\$150,000.00
4	Augercast Concrete Piles (14" diameter) (Ref. GB-302)	4,140	LF	\$39.45	\$163,323.00	\$45.00	\$186,300.00
5	Pre-Cast Concrete Wet Well (12' Diameter x 22' Depth) inclusive of pre-cast sections, top, bottom, unloading, setting, well point/dewatering (if necessary), excavation, bedding, connections, coating and associated items (Ref. W-257)	1	LS	\$235,000.00	\$235,000.00	\$200,000.00	\$200,000.00
6	Quadplex Pump Station inclusive of four (4) vertical line shaft pumping assemblies, 30-hp motors, discharge headers with fittings, piping, valves and supports, foundation (beyond pre-cast top), connection to force main and associated items. (Ref. W-224, W-200)	1	LS	\$200,491.00	\$200,491.00	\$180,000.00	\$180,000.00
7	16" SDR25 PVC Force Main	300	LF	\$70.00	\$21,000.00	\$50.00	\$15,000.00
8	Connection to Existing Sludge Main inclusive of butterfly valve, taps, fittings and piping, and labor to install	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
9	12" Gate Valve with Flywheel	1	EA	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
10	Outfall Structure inclusive of forming, excavation, reinforcing steel, ties, concrete, reinforced fiberglass flume, grouting, and associated items (Ref. W-256)	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
11	16" Emergency Overflow (See Plan Sheet 12)	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00

Bid Tabulation
City of Natchitoches
Water Treatment System Renovations
Bid Opening - March 30, 2015 (City Bid No. 0562) (SSC# 2658)

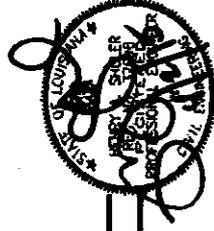
12	Electrical & Controls inclusive of variable frequency drives, quadplex alternating control panel, circuit panels, breakers, conduits, wiring, programming, SCADA integration, transducers, wet well float, ultrasonic transmitters, controllers, shed (pump station), electrical and control rack (clarifier), lights, receptacles, communication cable (underground and aerial), risers, anchors, labor to install and associated items. (Ref. GB-325, GB-326, W-259)	1 LS	\$44,275.00	\$44,275.00	\$50,000.00	\$50,000.00
13	Rip Rap (30-lb Class)	100 TONS	\$100.00	\$10,000.00	\$5,000.00	\$5,000.00
14	Catch Basins (Pre-cast)	2 EA	\$16,600.00	\$33,200.00	\$7,500.00	\$15,000.00
15	Storm Drain Pipe (24" RCP)	81 LF	\$75.00	\$6,075.00	\$75.00	\$6,075.00
16	Storm Drain Pipe (18" RCP)	329 LF	\$50.00	\$16,450.00	\$65.00	\$21,385.00
17	Mobilization	1 LS	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00
18	Bedding Material (pipe, wet well, and basins)	300 CY	\$100.00	\$30,000.00	\$45.00	\$13,500.00
19	Geotextile Fabric (Outfall Only)	60 SY	\$3.00	\$180.00	\$12.00	\$720.00
20	Ductile Iron Fitting	4 TONS	\$1.00	\$4.00	\$10,000.00	\$40,000.00
21	Site Work inclusive of grubbing, broadcast seeding and fertilizing, grass matting, site restoration, fence demolition and removal, crushed stone backfill, project sign, and associated items.	1 LS	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
22	6" Ductile Iron Pipe (sludge main)	80 LF	\$50.00	\$4,000.00	\$25.00	\$2,000.00
23	16" Ductile Iron Pipe	10 LF	\$100.00	\$1,000.00	\$200.00	\$2,000.00
24	Testing and final restoration of pressure mains (\$3.00/LF minimum bid)	390 LF	\$5.00	\$1,170.00	\$5.50	\$2,145.00

TOTAL BASE BID: \$1,527,868.00

Alternate No. 1:

25 Pre-cast Concrete Piles (14" square) 4,140 LF \$45.00 \$186,300.00 \$90.00 \$372,600.00

TOTAL ALTERNATE NO. 1: \$186,300.00



BID TABULATION SHEET

Bid Date: March 30, 2015

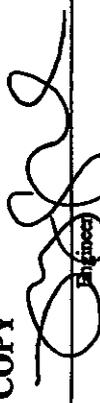
Project Name: City of Natchitoches - Drinking Water Revolving Loan Fund: Water Treatment System Renovations

Engineer: Shuler Consulting Company

Project No.: SCC No. 2652, City No. 0562

BIDDER	Lic.No.	Addends	Bond	Base Bid	Alt.No.1	Alt.No.2	Alt.No.3	Remarks
J.S. Haren Company				No BID				
Womack & Sons	54928	✓	✓	1,624,125. ⁰⁰	372,600. ⁰⁰		---	
Cecil D. Gassiot, L.L.C.	1012	✓	✓	1,527,868. ⁰⁰	186,300. ⁰⁰		---	
Max Foote Construction	10776			No BID				
McInnis Brothers Construction, Inc.	4285			No BID				
Tullier Services				No BID				

A TRUE COPY

Signed:  Date: 3/30/15 Signed:  Date: 3/30/15
Engineer Owner Representative

Designer's Estimate (Base Bid) \$1,700,000 Construction Time 270 days Liquidated Damages \$200 per day

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO 022 OF 2015

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR (2) 300 KVA 3 PHASE PAD MOUNT TRANSFORMER AND (2) 150 KVA
3 PHASE PAD MOUNT TRANSFORMERS**

(BID NO. 0565)

WHEREAS, by Resolution No. 019 of 2015 the Mayor was authorized to advertise for bids for (2) 300 KVA 3 Phase Pad Mount Transformers and (2) 150 KVA 3 Phase Pad Mount Transformers (Bid No. 0565); and

WHEREAS, this bid was advertised in the Natchitoches Times on March 14th, March 21st and March 28, 2015 in accordance with law; and

WHEREAS, six bid proposals were received and opened as follows:

- (1) HD Supply Power Solutions
Little Rock, AR.....\$34,276.00
- (2) Stuart C. Irby Co.,
Shreveport, LA.....\$35,094.00
- (3) Techline, Inc.,
Alexandria, LA.....\$35,684.00
- (4) HD Supply Power Solutions
Lafayette, LA\$37,062.00
- (5) Wesco Distribution
Lafayette, LA\$40,182.00
- (6) Gresco Utility Supply, Inc.,
Mt. Olive, Ms(determined to be a non-responsive bid and was rejected)

WHEREAS, on April 8, 2015 the appointed committee members, of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman; Bryan Wimberly, Director of Utilities, reviewed the bids received for (2) 300 KVA 3 Phase Pad Mount Transformers and (2) 150 KVA 3 Phase Pad Mount Transformers (Bid No. 0565); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **HD Supply Power Solutions** of Little Rock, AR, in the amount of \$34,276.00.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHEs
PURCHASING DEPARTMENT

April 8, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid Number 0565 - 2 - 150 KVA and 2 - 300 KVA Pad Mount Transformers

Dear Mayor Posey;

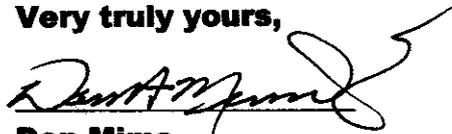
The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed the six (6) bid proposals for the purchase of the above described pad mount transformers.

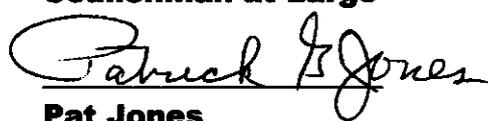
The committee was unanimous in its decision to award the bid to the lowest bidder, HD Supply Power Solutions, Little Rock, AR, in the amount of \$34,276.00. The other bids received were from Stuart C. Irby Co., Shreveport, LA, in the amount of \$35,094.00; Techline, Inc., Alexandria LA, in the amount of \$35,684.00; HD Supply Power Solutions, Lafayette, LA in the amount of \$37,062.00; and Wesco Distribution, Lafayette, LA in the amount of \$40,182.00. The bid submitted by Gresco Utility Supply, Inc. Mt. Olive, MS was determined to be a non-responsive bid and was rejected.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

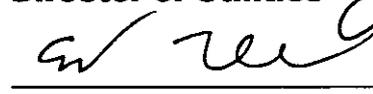
We request ratification of this award at the next meeting of the City Council on April 13, 2015.

Very truly yours,


Don Mims
Councilman at Large


Pat Jones
Director of Finance


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 023 OF 2015

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR CHRISTMAS LIGHTING SUPPLIES**

(BID NO. 0564)

WHEREAS, Resolution No.018 of 2015 was passed by the Natchitoches City Council on March 9, 2015 authorizing the Mayor to advertise for bids for Christmas Lighting Supplies (Bid No. 0564); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on, March 14, March 21, and March 28, 2015 in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- | | |
|--|-------------|
| (1) Winterland, Inc.,
Marion, Indiana..... | \$33,610.00 |
| (2) Dean Nida & Associates, LLC
Sarasota, FL..... | \$40,674.00 |

WHEREAS, on April 8, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, and David Stamey, Councilman reviewed the bid proposals for Christmas Lighting Supplies (Bid No. 0564); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Winterland, Inc., Marion, Indiana** in the amount of **\$33,610.00**.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

April 8, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0564 – Christmas Lighting Supplies

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and David Stamey has reviewed the bid proposal for the purchase of Christmas Lighting Supplies.

The committee was unanimous in its decision to award the bid to the low bidder, Winterland Inc., Marion, Indiana, in the amount of \$33,610.00. One other bid was received, from Dean Nida & Associates, LLC, Sarasota, FL in the amount of \$40,674.00.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on April 13, 2015.

Very truly yours,

David Stamey
Councilman Dist #1

Pat Jones
Director of Finance

Bryan Wimberly
Director of Utilities

Edd Lee
Director of Purchasing

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on April 13, 2015 as follows:

ORDINANCE NO. 024 OF 2015

**ORDINANCE AMENDING ORDINANCE NO. 036 OF 2014 AND FURTHER
AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR THE AMULET STREET ELEVATED TANK REHABILITATION**

(BID NO. 0551)

WHEREAS, by Resolution No. 073 of 2014 the Mayor was authorized to advertise for bids for the Amulet Street Elevated Tank Rehabilitation (Bid No. 0551); and

WHEREAS, this bid was advertised in the Natchitoches Times on July 18th , July 25th and August 1st , 2014, in accordance with law; and

WHEREAS, by Ordinance No. 036 of 2014 the Mayor was authorized empowered and directed to sign any and all documents necessary for acceptance of the apparent low bid by Williams Paint and Sandblasting, Inc.; and

WHEREAS, Williams Paint and Sandblasting, Inc. has failed to submit the required material data sheets in a timely manner and despite repeated requests for same; and

WHEREAS, the committee that was originally appointed to review bids has recommended that the City award the bid to the lowest responsible and responsive bidder, **Diamond Enterprise, of Gloster Mississippi, in the amount of \$319,500.00;** and

WHEREAS, the City wishes to proceed with this project, and desires to award the contract to the lowest responsible and responsive bidder, Diamond Enterprise; and

NOW, THEREFORE, BE IT ORDAINED that Ordinance No. 36 of 2014 is hereby amended to reflect that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of the bid by Diamond Enterprise, and enter into a contract with the lowest responsible and responsive bidder as allowed by Chapter 10 Public Contracts of the Revised Statutes.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 025 OF 2015

A RESOLUTION APPROVING THE TRANSFER OF A LEASE AGREEMENT OF A LOT IN THE NATCHITOCHES REGIONAL AIRPORT FROM SHARPLIN REALTY, LLC TO CANE RIVER AERO, LLC, INCLUDING AN AUTHORIZATION OF THE MAYOR TO EXECUTE AN INSTRUMENT APPROVING THE ASSIGNMENT OF THE LEASE.

WHEREAS, the City of Natchitoches has previously entered into a lease with Sharplin Realty, LLC for the lease of a lot in the Natchitoches Regional Airport, which said lease is effective as of January 1, 2015, and which was approved by Ordinance Number 12 of 2015, passed April 13, 2015; and

WHEREAS FURTHER, the lease is for a ten year period and the leased premises is described thereon as follows, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follow, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962.

WHEREAS FURTHER, Sharplin Realty, LLC, has negotiated an assignment of the lease to Cane River Aero, LLC, and has requested that the City of Natchitoches approve the assignment; and

WHEREAS, the Airport Advisory Commission has approved the assignment of the lease;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches in legal session convened that the above and foregoing lease which was originally in favor of Sharplin Realty, LLC, be assigned to Cane River Aero, LLC, in accordance with the recommendations of the Airport Advisory Commission, and

BE IT FURTHER RESOLVED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized to execute the said assignment on behalf of the City, indicated the approval of the assignment, if he is so requested to do.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: Payne
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 026 OF 2015

**A RESOLUTION AUTHORIZING THE MAYOR TO
REJECT THE BIDS RECEIVED TO CONSTRUCT A NEW FUEL FARM AT THE
NATCHITOCHEES REGIONAL AIRPORT**

(BID NO. 0559)

WHEREAS, on November 10, 2014, the City passed Resolution No. 109 to advertise for Public Bids to construct a New Fuel Farm at the Natchitoches Regional Airport (Bid No. 0559); and

WHEREAS, advertisement was duly published in the *Natchitoches Times* on February 12, 19 and 26, 2015; and

WHEREAS, the appointed committee of Pat Jones, Director of Finance; Edd Lee Director of Purchasing; Larry Cooper, Airport Manager; and Don Mims, Councilman at Large, reviewed the bid proposals received; and

WHEREAS, bids were received and opened on Friday, March 27, 2015 at 10:00 a.m. as follows:

1) ELA Group, Inc., Shreveport, LA	\$ 471,500.00
2) Petron, LLC., Alexandria, LA	\$ 506,632.00

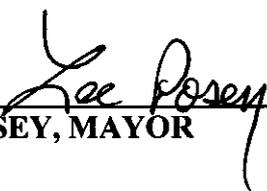
WHEREAS, after the bids were evaluated by the appointed committee, it was unanimously decided that it is in the best interest of the City of Natchitoches to reject Bid No. 0559 to construct a New Fuel Farm at the Natchitoches Regional Airport. Both bids received were significantly above the Engineer's estimated cost of \$287,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to reject Bid No. 0559.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

March 27, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

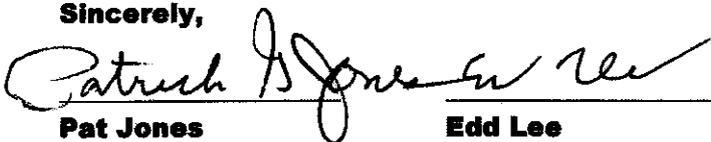
The appointed committee of Pat Jones, Edd Lee, Larry Cooper and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Mike Corkern, Professional Engineer, with Airport Development Group, Inc., Jackson, MS, on Bid # 0559, for the new Fuel Farm at Natchitoches Regional Airport.

The committee was unanimous in its decision to reject both bids received. Both bids received were significantly above the Engineer's estimated cost of \$287,500.00. ELA Group, Inc., Shreveport, LA submitted a bid of \$471,500.00 and Petron, LLC, Alexandria, LA submitted a bid in the amount of \$506,632.00.

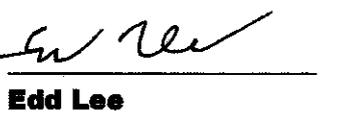
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on April 13, 2015.

Sincerely,



Pat Jones
Director of Finance



Edd Lee
Director of Purchasing



Don Mims
Councilman At Large



Larry Cooper
Airport Manager

IER1465ROR

March 26, 2015

Mr. Edd Lee
Director of Purchasing, City of Natchitoches
1400 Sabine Street
Natchitoches, Louisiana 71457

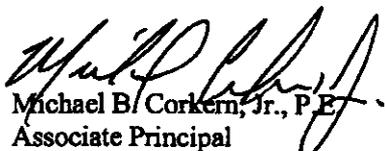
Subject: Natchitoches Regional Airport
Construct New Fuel Farm
LA DOTD Project No. H.011252
City of Natchitoches Bid No. 0559
Bid Recommendation

Dear Mr. Lee:

A bid opening was held on March 18, 2015 for the above referenced project with two bidders, Petron LLC and ELA Group, Inc. ELA Group, Inc. was the low bidder with a total bid of \$471,500 for all Schedules. This is almost sixty-five percent (65%) higher than the Engineer's estimate of \$287,500 and exceeds the available project funds. Therefore we recommend that the City of Natchitoches reject all bids on this project.

We are working with the tank manufactures to see what changes we can make to bring the project closer to the allowable budget. Additionally, we will attempt to obtain additional funding from LADOTD. Once this is complete we will report back to the City about our findings and further recommendations on moving forward with this project. Please let us know if you have any questions.

Sincerely,



Michael B. Corkern, Jr., P.E.
Associate Principal

Enclosures

cc: Mr. Jason Duet, LA DOTD/Aero. (w/encl.)

Schedule I
 Construct New Fuel Farm

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Petron, LLC		ELA Group, Inc.	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Item I	Primary Power	1	L.S.	\$ 22,500.00	\$ 22,500.00	\$ 41,865.00	\$ 41,865.00	\$ 39,371.00	\$ 39,371.00
Item II	Site Preparation	1	L.S.	20,000.00	25,000.00	\$ 95,366.00	95,366.00	\$ 13,227.00	13,227.00
Item III	12,000 Gallon Double Wall AvGas 100LL Tank	1	L.S.	100,000.00	100,000.00	133,285.00	133,285.00	161,436.00	161,436.00
Item IV	12,000 Gallon Double Wall Jet "A" Tank	1	L.S.	100,000.00	105,000.00	157,880.00	157,880.00	161,436.00	161,436.00
Total:				\$	252,500.00	\$	428,396.00	\$	375,470.00

Schedule II
 Construct Fuel Truck Storage Area

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Petron, LLC		ELA Group, Inc.	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Item I	Construct Fuel Truck Storage Area	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 32,640.00	\$ 32,640.00	\$ 46,839.00	\$ 46,839.00
Total:				\$	10,000.00	\$	32,640.00	\$	46,839.00

Schedule III
 Removal of Existing Underground Storage Tanks

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Petron, LLC		ELA Group, Inc.	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
P-100	Remove Underground Storage tanks	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 28,396.00	\$ 28,396.00	\$ 41,691.00	\$ 41,691.00
P-101	Remove and Replace Contaminated Soil	100	C.Y.	50.00	5,000.00	\$ 172.00	17,200.00	\$ 75.00	7,500.00
Total:				\$	25,000.00	\$	45,596.00	\$	49,191.00
TOTAL BID:				\$	287,500.00	\$	506,632.00	\$	471,500.00

I hereby certify that the above bids were received by the City of Natchitoches at 2:00 PM on March 19, 2015; then opened and read aloud and that the above tabulation is a true and accurate accounting of the Bid Proposals.



The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 027 OF 2015

RESOLUTION RE-APPOINTING TOMMY CHESTER AS MEMBER OF THE NATCHITOCHEs FIRE AND POLICE CIVIL SERVICE BOARD

WHEREAS, the term of office of Mr. Tommy G. Chester as the college list board member of the Natchitoches Municipal Fire and Police Civil Service Board will expire May 8, 2015; and

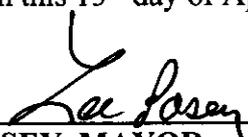
WHEREAS, the Natchitoches City Council wishes to reappoint Tommy G. Chester as the College List Board Member on the Fire and Police Civil Service Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches does, in legal session convened, does hereby appoint Tommy G. Chester as member of the Natchitoches Municipal Fire and Police Civil Service Board for the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: Payne
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 028 OF 2015

A RESOLUTION APPOINTING HENRY KINBERGER AS A MEMBER OF THE NATCHITOCHEs FIRE AND POLICE CIVIL SERVICE BOARD

WHEREAS, Dr. James Henderson, President of Northwestern State University, has submitted a list of three nominees for the Fire and Police Civil Service Board; and

WHEREAS, The Natchitoches City Council wishes to appoint Henry Kinberger as the College List Board Member on the Fire and Police Civil Service Board; and

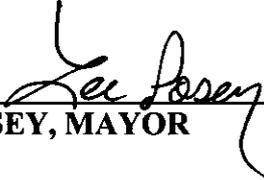
WHEREAS, this appointment is for a three-year term beginning May 8, 2015 and expiring May 8, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches does, in legal session convened, hereby appoints Henry Kinberger to fill the expired term of Roger Williams as a member of the Natchitoches Municipal Fire and Police Civil Service Board for the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 13th day of April, 2015.



LEE POSEY, MAYOR

Ms. Morrow thanked Mr. Wimberly and the Utility Department for their service and help to get the lights back on at Powell Street. Mayor Posey stated we hate when something happens like that and I commend our employees for working 18 hours straight to restore electricity to the residents.

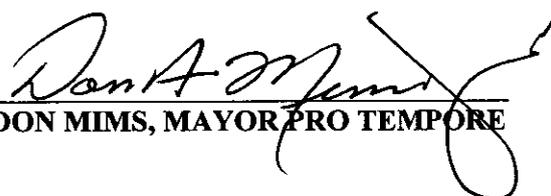
The next scheduled City Council meeting will be held on April 27, 2015.

With no further discussion, the Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:20p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE