CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 28 day of JUNE, 2007, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared GDE Investments LA, L.L.C., a Louisiana limited liability company, who, after being duly sworn by me, Notary Public, (hereinafter "GRANTOR"), and who declares:

1. GRANTOR, in consideration of the mutual benefits to be derived in the establishment of the GDE Investments La, L.L.C. Mitigation Area and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, The Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

   All of Section 9, less and except S ½ of S/W 1/4 T3S R2W
   N ½ of NE 1/4 Section 16 T3S R2W
   NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
   Parish of Evangeline, State of Louisiana

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.

3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

   A charitable corporation, charitable association, or charitable trust, qualified under § 501 (c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

   1) retaining or protecting the natural, scenic, or open-space values of immovable property;
   2) assuring the availability of immovable property for agricultural, forest, recreational of open-space use;
   3) protecting natural resources;
   4) maintaining or enhancing air or water quality; or

5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.

4. Except as provided in the Mitigation Bank Interagency Agreement, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on Property; the building of roads, trails or paths on said Property; changing the elevation of or contours of said Property; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to main said Property in its natural state. GRANTOR specifically reserves all rights to hunting, recreation, forest management, road maintenance, mineral ownership and exploration, high fence installation and such other land uses that are not in contravention of that certain Mitigation Bank Interagency Agreement.

5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.

6. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph 3, above.

8. This Conservation Servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this 28 day of June, 2007, at Lafayette, Louisiana.

WITNESSES:

Print Name: Kerry B. Trahan

Print Name: JEAN M FIKE

GRANTOR:

GDE INVESTMENTS LA, L.L.C.

By: Manager

NOTARY PUBLIC

Print Name:

Notary ID No.:

TF

Notary Public

LA STATE BAR 7236

WITNESSES:

Print Name: Kerry B. Trahan

Print Name: JEAN M FIKE

GRANTEE:

The Calcasieu/Mermentau Wetland Charitable Trust

By: Manager

NOTARY PUBLIC

Print Name:

Notary ID No.:

FED W. HOYT

Notary Public, Lafayette

State of Louisiana

My Commission is

LA STATE BAR 07036

Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GED INVESTMENTS LA LLC

First VENDOR
GDE INVESTMENTS LA LLC

First PURCHASER
CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

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Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Evangeline Parish, Louisiana

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AMENDMENT TO CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Be it known on this 15th day of August, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

GDE INVESTMENTS LA, L.L.C., a Louisiana Limited Liability Company (hereinafter referred to as "GRANTOR"), herein represented by Gregory Elliott, Managing Member, who, after being duly sworn by me, Notary Public, declared that:

On or about June 28, 2007 GRANTOR did sign a Conservation Servitude agreement establishing a Mitigation Area pursuant to L.R.S. 9:1271 et seq transferring certain properties to the CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST (hereinafter referred to as "HOLDER") certain properties located in Evangeline Parish, Louisiana. By this act GRANTOR and HOLDER do hereby amend the original Conservation Servitude to remove that portion of the property located in Section 15, T-3-S, R-2-W as shown on paragraph number 1 on said Conservation Servitude Agreement. Therefore, we the undersigned parties do hereby amend the original Conversation Servitude Agreement so that paragraph one shall read as follows, to wit:

1. GRANTOR, in consideration of the mutual benefit to be derived in the establishment of GDE Investments, La, L.L.C. Mitigation Area and pursuant to L.R.S. 9:1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, the Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

   All of Section 9, less and except S ½ of SW ¼ , T-3-S, R-2-W and N ½ and NE ¼ Section 16, T-3-S,. R-2-W, Parish of Evangeline, State of Louisiana

GRANTOR and HOLDER do hereby request that the Clerk of Court of Evangeline Parish indicate on the original Conservation Servitude which is recorded in Conveyance Book 559707 333 at page 581 of the records of the Evangeline Parish Clerk of Court this amendment to the original Conservation Servitude Agreement. Henceforth, the Conservation Servitude shall be amended as set forth herein.

THUS DONE AND SIGNED on the day, month and year first above written in the presence of the competent undersigned witnesses, and appearers, and me, Notary Public, after a due reading of the whole.

WITNESSES:

George Kipling Manuel

Printed Name: GEORGE KIPLING MANUEL

Printed Name: Jessica P. West

APPEARERS:

Greg Elliott

GDE INVESTMENTS LA, L.L.C. by Gregory Elliott, Managing Member

Greg Elliott

CALCASIEU/MERMENTA WETLAND CHARITABLE TRUST, by Gregory Elliott

Pamela Aucoin

NOTARY PUBLIC

Printed Name: Pamela Aucoin

Notary I.D. No.: Notary Public #35329