

**AMENDMENT NUMBER 3 TO SUBLEASE BETWEEN
ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
AND
FREEMAN HOLDINGS OF LOUISIANA, L.L.C.**

This Amendment Number 3 to Sublease is entered into on the days and dates herein below shown, effective the 1st day of February, 2013, by and between the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT (“Lessor”) and FREEMAN HOLDINGS OF LOUISIANA, L.L.C. a Louisiana Limited Liability Company (EIN 20-2208060), herein represented by its manager, Francis B. Freeman, Jr. (“Lessee”), duly authorized by resolution, a certified copy of which is attached hereto as Exhibit “A.”

RECITALS

WHEREAS, Lessor and Lessee entered into a Sublease effective the 1st day of February, 2005 (the “Sublease”), under the terms of which Lessor leased to Lessee certain land, buildings and movable property located on the airfield of Alexandria International Airport (AEX); and

WHEREAS, said Sublease, among other terms and conditions, provides for a primary term of four (4) years and five (5) additional terms of four (4) years each; and

WHEREAS, Lessor and Lessee desire to amend said Sublease in the following particulars:

NOW THEREFORE, the parties mutually agree to amend the referenced Sublease as follows:

I. By deleting the language of Paragraph 6.3 as written, and rewriting that paragraph to read, as follows:

6.3 In addition to the Fixed Annual Rent, Lessee shall pay to Lessor, during any Renewal Term, additional amounts based upon amounts of Fuel delivered to Lessee at the Fuel Farm (the “Fuel Flowage Fee”). This Fuel Flowage Fee shall be determined using the amount of fuel delivery, proposed rate per gallon and date of delivery, as set forth in the schedule below:

<u>YEAR</u>	<u>PROPOSED RATE</u>
Prior to 2/1/2013	\$0.065
2/1/2013 to 1/31/2014	\$0.065
2/1/2014 to 1/31/2015	\$0.065
4/1/2015 to 1/31/2016	\$0.075



<u>YEAR</u>	<u>PROPOSED RATE</u>
2/1/2016 to 1/31/2017	\$0.075
2/1/2017 to 1/31/2018	\$0.075
2/1/2018 to 1/31/2019	\$0.075
2/1/2019 to 1/31/2020	\$0.075
2/1/2020 to 1/31/2021	\$0.075
2/1/2021 to 1/31/2022	\$0.075
2/1/2022 to 1/31/2023	\$0.075
4/1/2023 to 1/31/2024	\$0.080
2/1/2024 to 1/31/2025	\$0.080
2/1/2025 to 1/31/2026	\$0.080
2/1/2026 to 1/31/2027	\$0.080
2/1/2027 to 1/31/2028	\$0.080
2/1/2028 to 1/31/2029	\$0.080

On or before the 10th day of each month, Lessee shall provide to Lessor, the following:

- (i) A copy of each invoice for Fuel delivered to the Fuel Farm during the prior month;
- (ii) A statement prepared by Lessee indicating Lessee's computation of the Fuel Flowage Fee for the prior month determined pursuant to 6.3 above; and
- (iii) A check payable to Lessor in the amount determined in 6.3(ii) above. The acceptance by Lessor of the Fuel Flowage Fee shall not be an admission of the accuracy of such payment.

Lessor shall be entitled for a period of three (3) years to question the accuracy of any statement furnished by Lessee hereunder, or any rental or fee paid by Lessee. Lessee shall keep all of Lessee's records, sales slips, invoices, and other material regularly



maintained by Lessee in the operation of Lessee's business for at least three (3) years.

Upon request by Lessor, Lessee agrees to provide Lessor with a copy of such records and materials for the reasonable cost of producing same. Lessor may, at Lessor's expense, conduct an audit of Lessee's records in order to determine the accuracy of any statements or payments made to Lessor pursuant to this Sublease.

The parties agree that all other terms and conditions of the Sublease, except as modified or amended herein, shall remain in full force and effect.

This Amendment to the Sublease is signed and executed in triplicate originals days and dates shown below, effective the 1st day of February, 2013, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

Mary Kee
Print Name: Mary Kee

By: [Signature]
Jon W. Grafton, Executive Director

Kevin Brown
Print Name: Kevin J. Brown

DATE: 2/11/2013

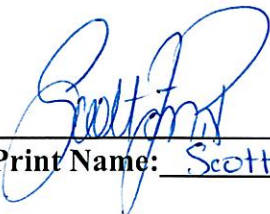
Beverly Bonnette
NOTARY PUBLIC
Print Name: Beverly Bonnette
Notary No: 17637
My commission expires 09-20-13


[Signature]
FBF

This Amendment to the Sublease is signed and executed in triplicate originals days and dates shown below, effective the 1st day of February, 2013, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

FREEMAN HOLDING OF LOUISIANA, L.L.C.


Print Name: Scott Freeman

By: 
Francis B. Freeman, Jr., Manager


Print Name: LAURIE GAMERT

DATE: FEB. 19 2013

Denise D Whitten
NOTARY PUBLIC
Print Name: Denise D Whitten
Notary No: _____
My commission expires 2/21/2016





FBF