

**ARTICLES OF ORGANIZATION
OF
FORET LAND AND TREE COMPANY, LLC**

The undersigned, acting pursuant to the Limited Liability Company Law of Louisiana,
adopts the following Organization.

ARTICLE I

NAME

The name of this Limited Liability Company is: Foret Land and Tree Company, LLC

ARTICLE II

PURPOSE

The purpose of the LLC is to engage in any lawful activity for which limited liability
companies may be formed under the Limited Liability Company Law of Louisiana.

ARTICLE III

MANAGEMENT

The LLC shall be managed exclusively by managers consisting of its Board of Managers,
and only the Board of Managers, or a person named specifically in a resolution of the Board of
Managers that grants to such person the authority to act with respect to a particular matter, has
the authority to act on behalf of the LLC, including any acts with respect to the alienation, lease
or encumbrance of its immovables. The Board of Managers shall be constituted and elected, and
shall act in the manner set forth in the LLC's written operating agreement.

ARTICLES IV

TERM

The LLC shall have perpetual existence provided that the LLC shall be dissolved
following the death, interdiction, withdrawal, expulsion, bankruptcy or dissolution of a member,
upon the majority vote of the members or the occurrence of any other event that terminates the
continued membership of a member unless within 90 days after the occurrence of the event, the
LLC is continued by the unanimous consent of its remaining members.

ARTICLES V

MEMBERSHIP INTEREST

Membership interest in the LLC shall be represented by units. The LLC is authorized to
issue 100 units. The Units shall be represented by certificates in such form as set forth in the
LLC's written operating agreement. Except as set forth in the Operating Agreement, each unit
shall be in all respects equal to every other unit.

Each outstanding Unit shall confer to the holder thereof identical rights to distributions and proceeds of liquidation. Distributions from the LLC shall be as determined by the Board of Managers and shall be identical with respect to each outstanding Unit. A member shall have the foregoing rights to distributions and to liquidation proceeds only to the extent of the outstanding Units held by such member and shall have no other right to distributions from the LLC.

Each Unit shall be entitled to one vote on all matters for which members are entitled to vote.

Except as provided in the LLC's written operating agreement, the Units shall not be freely transferable. The transferee of a Unit shall succeed to all rights and interest attendant to such Unit, including all voting rights and all rights to distributions and proceeds of liquidation. The transferee of a Unit shall become a substituted member in the LLC with respect to the Units transferred and the transferor shall cease to be a member with respect to the Units transferred.

IN WITNESS WHEREOF, the undersigned Organizers have duly executed these Articles of Organization as of the 3rd day of March, 2003.

WITNESS

Walter Nagin, Jr.

Cathy Benoit

Ryan Foret

Ryan Foret

Benton Foret

Benton Foret

DOMESTIC LIMITED LIABILITY COMPANY

INITIAL REPORT

STATE OF LOUISIANA

PARISH OF LAFOURCHE



To: The Secretary of State
Baton Rouge, Louisiana

Complying with R.S. 12:1305, Foret Land and Tree Company, LLC, hereby makes its initial report as follows:

1. The name of the limited liability company is Foret Land and Tree Company, LLC.
2. The location and municipal address of this limited liability company's registered office:
315 Ashland Drive
Thibodaux, Louisiana 70301
3. The full name and municipal address of this limited liability company's registered agent:
Benton Foret
315 Ashland Drive
Thibodaux, Louisiana 70301
4. The names and municipal addresses of the first managers of this limited liability company are:

Benton Foret	Ryan Foret
315 Ashland Drive	526 Narrow
Thibodaux, Louisiana 70301	Thibodaux, Louisiana 70301

IN WITNESS WHEREOF, the undersigned has duly executed this Initial Report on this 3rd day of March, 2003.


Benton Foret

Ryan Foret

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, personally appeared Benton Foret and Ryan Foret, who acknowledged that they signed the foregoing Articles of Organization and Initial Report Foret Land and Tree Company, LLC and they signed such instruments as their own free act and deed for the purposes stated therein.

IN WITNESS THEREOF, appearers, witnesses and I, Notary, have affixed our signatures on this 3rd day of March, 2003.

WITNESSES:

Walter Maynard

Benton Foret
Benton Foret
Ryan Foret
Ryan Foret

Paul E. Hume
NOTARY

OPERATING AGREEMENT

FORET LAND AND TREE COMPANY, LLC

Effective February 17, 2003

ARTICLE I

OFFICES

Principal Office. The Principal office of the company in the State of Louisiana shall be located at 315 Ashland, Thibodaux, Louisiana, 70301. The company may have such other offices, either within or without the State of Louisiana as the Members may designate or as the business of the Company may from time to time require.

Registered Office. The Registered office of the Company, required by the Louisiana Limited Liability Company Act to be maintained in the State of Louisiana, may, but need not, be identical with the Principal Office in the State of Louisiana. The address of the initial registered office of the company is 315 Ashland, Thibodaux, Louisiana, 70301, and the initial registered agent is Benton Foret. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Louisiana Secretary of State.

ARTICLE II

MEETINGS

Annual Meeting. The annual meeting of the Members shall be held the first Monday in the month of March, in each year, beginning with the year 2003 at the hour of 10:00 o'clock a.m., for the purpose of electing an Operating manager and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Regular Meetings. The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Operating Manager in the notice of each such regular meeting.

Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Operating Manager or by any two Members.

Quorum. At any meeting of the Members, a majority of the unit interests, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members.

Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

Manner of Acting.

Formal Action by Members. The act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members with respect to ordinary matters. Other than as specifically provided for in the Articles of Organization, as required by other provisions of this Operating Agreement, or upon the demand of any Member, voting on any particular issue may be in accordance with percentage of equity ownership in the Company.

The Management of the Company. The parties agree that the business of the Company shall be managed by or under the authority of one or more managers with such authority and restrictions on authority as shall be contained herein, such manager(s) to be selected by a majority of the members of the LLC representing not less than fifty (50%) percent of the equity ownership of the LLC.

Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

Article III.

Fiscal Matters

Fiscal Year. The fiscal year of the Limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

Deposits. All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the Members may select.

Checks, Drafts Etc. All check, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Operating Manager or his designee. The Members may at any time by a vote of the Members holding a majority of the equity interest of the Company require that such checks, drafts, etc., be co-signed by one or more persons to be designated by such Members.

Loans. No Loans shall be contracted on behalf of the Limited Liability Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

Contracts. The Members may authorize any Member or agent of the Company, in addition to the Operating Manager or his designee, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

ARTICLE IV

MEMBERSHIP INTEREST; CERTIFICATES AND THEIR TRANSFER

Names, Addresses, Initial, Capital contributions and Percentage Interest of Members. The Members, their respective addresses and their respective percentage Interest in the company are set forth in Exhibit A hereto.

Form of Contribution.

(a) Each Member's initial Capital Contribution shall be in such amounts and may be in any type of property, cash or services as may be agreed upon by all of the Members by amendment of this Agreement.

Certificates. Membership Certificates representing unit interest in the Company shall be in such form as shall be determined by the Members. Such Membership Certificates shall be signed by the Operating Manager and by the Secretary. All Membership Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Membership Certificates are issued, with the Capital Contribution and the date of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the company as the Members may prescribe.

Any and all issued Membership Certificates shall be clearly marked as follows: "Any and all Transfers of Shares in this L.L.C. are governed by the provisions of the operating agreement of this L.L.C."

Transfers of Shares. Any Member proposing a transfer or assignment of his

Membership Certificate shall first notify the company, in writing, of all the details and consideration for the proposed transfer or assignment. The Company, for the benefit of the remaining Members, shall have thirty days from the date of receipt of such notification to exercise the first right to purchase the equity under the same terms and conditions by cancellation of the Certificate as provided for in the Louisiana Limited Liability Company Act for Members who are deceased, retired, resigned, expelled, or dissolved.

If the company declines to purchase such interest, the remaining Members desiring to participate shall have thirty (30) days after the date of such decline on the part of the Company to proportionately (or in such proportions as the remaining Members may agree) purchase such interest under the terms and conditions first proposed by the withdrawing Member.

ARTICLE V

BOOKS AND RECORDS

Books and Records. The books and records of the Company shall be kept at the principal office of the company or at such other places, within or without the State of Louisiana, as the Members shall from time to time determine.

ARTICLE VI.

DISTRIBUTION OF PROFITS

The Members may from time to time, by affirmative vote of Members representing not less than a majority or equity interest in the Company, declare, and the company may distribute accumulated profits agreed not necessary for the cash needs of the company's business or which are not contrary to loan covenants of the Company. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

ARTICLE VII.

OFFICERS

Operating Manager. The Operating Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. The Operating Manager shall have the authority to operate the LLC in all matters in the normal course of business, to contract on behalf of the LLC. The Operating Manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by Statute to some other Officer or Agent of the Company; and, in general, he shall perform all duties as may be prescribed by the Board from time to time. In addition to the foregoing, the specific authority and responsibility of the Operating Manager shall include the following:

a) The Operating Manager of the Company shall preside at meetings of the Members, may move or second any item of business but, unless said Operating Manager is also a Member, shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

b) The Operating Manager shall effectuate this Operating Agreement and the Regulations and decisions of the Members.

c) The Operating Manager shall direct and supervise the operations of the Company.

d) The Operating Manager, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.

e) The Operating Manager, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

f) The Operating Manager shall keep the Members advised in all matters pertaining to the operating of the Company, services rendered, operating income and expenses, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

Other Officers. The Company may, at the discretion of the Members, have additional Officers including, without limitation, one or more Vice-Operating Managers, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Operating Manager and the Office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

Election and Tenure. The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor hall have been elected, unless he shall sooner resign or be removed.

Resignations and Removal. Any Officer may resign at any time by giving written notice to the Operating Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time by the Members with or without cause.

Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members.

Salaries. The salaries of the Operating Manager shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company. The Operating Manager will fix all other salaries withing the Company.

ARTICLE VIII

MISCELLANEOUS

Notice. Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement shall be effective as of the date personally delivered , or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

Indemnification by Company. Th Limited Liability Company shall defend and indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless the Members determine that he failed to act in good faith and in a manner he reasonably believed to

be in or not opposed to the best interest of the Limited Liability company, and, unless with respect to any criminal action or proceeding, has reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonable believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Reimbursement of Officers and Members. Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

ARTICLE IX.

AMENDMENTS

Amendments. This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by three-fourths action of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement or repeal.


CERTIFICATION

THE UNDERSIGNED, being all of the Members of FORET LAND & TREE COMPANY, LLC a Louisiana Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

EXECUTED by each Member on the date indicated.

DATE: March 3, 2003 

BENTON FORET


MANAGER & MEMBER

RYAN FORET

MANAGER & MEMBER

DATE: March 3, 2003

EXHIBIT "A"

Names, Addresses, and Percent Interest of Members

MEMBERS NAMES & ADDRESSES

PERCENT INTEREST

(1)	Benton Foret	50%
(2)	Ryan Foret	50%

AGENTS AFFIDAVIT AND ACKNOWLEDGMENT OF ACCEPTANCE

I, Benton Foret, acknowledge and accept the appointment of registered agent. Sworn to and subscribed before me, this 3rd day of March, 2003 for and on behalf of the above named limited liability company.


REGISTERED AGENT


NOTARY PUBLIC