



ACT OF CANCELLATION AND RELEASE

BE IT KNOWN, that on the days and dates hereinafter set forth, before the undersigned Notaries Public, duly qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

PARISH OF ST. CHARLES, STATE OF LOUISIANA, (the "Parish"), Taxpayer Identification No. XX-XXX1208, a political subdivision of the State of Louisiana, with a mailing address of 15045 River Road (LA 18), P.O. Box 302, Hahnville, LA 70057, represented herein by Matthew Jewell, Parish President, duly authorized hereunto;

HANCOCK WHITNEY BANK (the "Trustee"), a state banking corporation organized under the laws of the State of Louisiana, whose mailing address is 4545 Veterans Boulevard Metairie, Louisiana 70006, represented herein by Elizabeth Zeigler, its Senior Vice President duly authorized hereunto;

RANDA PROPERTIES LLC (the "Company"), Taxpayer Identification No. XX-XXX4167, a Delaware limited liability company in good standing and duly authorized to do business under the laws of the State of Louisiana, with its mailing address being 5600 N. River Rd., Ste. 500, Rosemont, Illinois 70087, represented herein by its Managing Member, Jeffrey Spiegel, duly authorized hereunto, and

who did declare that they do hereby make, enter into and effect this Act of Cancellation and Release (the "Release"), to be dated and effective on September 1, 2024 (the "Effective Date") regardless of the actual date of execution by any of the foregoing parties, as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of a Trust Indenture dated as of September 1, 2002, by and between the Parish and the Trustee (the "Indenture"), the Parish issued Seven Million Three Hundred Thousand Dollars (\$7,300,000) of its Taxable Revenue Bonds (Randa Properties LLC Project) Series 2002 (collectively, the "Bonds"), to finance the acquisition, construction and equipping of the corporate headquarters and distribution facility for Randa Corp. to be located in the James Business Park in St. Rose, Parish of St. Charles, Louisiana (the "Project");

WHEREAS, in connection with the issuance of the Bonds, the Company and the Parish entered into a Lease Agreement dated as of September 1, 2002 (the "Lease" or the "Lease Agreement") pursuant to which the Parish leased the Project to the Company; and

WHEREAS, pursuant to Section 8.2 of the Lease, the Company is exercising its option to purchase only the Improvements, such that the title to the Land shall be retained by the Parish and the Lease shall continue as a ground Lease between the Company and the Parish, as modified pursuant to Section 8.3 of the Lease; and

WHEREAS, as further security for the Bonds, Randa Corp. (the "Guarantor") executed a Guaranty Agreement dated as of September 1, 2002 (the "Guaranty") pursuant to which the

Guarantor guaranteed the payments of the Company to the Parish pursuant to the Lease, and other amounts as described in the Guaranty; and

WHEREAS, the Bonds mature on September 1, 2024 in accordance with their terms, and the remaining balance of the Bonds, together with accrued interest and any all other amounts payable under the Indenture and Guaranty have been paid in full; and

WHEREAS, pursuant to the Indenture, the Bonds have been presented by the owners thereof to the Trustee and have been paid in full, and the Trustee has cancelled the Bonds; and

WHEREAS, the debts represented by the Bonds, the Indenture and the Guaranty have been fully discharged by the Parish and the Company, therefore the Trustee and the Parish desire to cancel the Indenture and the Guaranty, and thereby discharge the parties thereto and to release the property encumbered thereby from said agreements and to terminate said agreements;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Trustee, the Parish and the Company hereby make and issue this Act of Cancellation and Release on the following terms and conditions, effective as of the Effective Date stated above:

SECTION 1. Discharge and Release of Indenture. The parties recognize that the Bonds have been fully discharged and are no longer outstanding under the Indenture and that all of the obligations of the Parish and the Trustee under the Indenture and of the Parish and the Company under the Guaranty have been satisfied in full.

Notwithstanding the foregoing, the Company hereby confirms its obligation to continue to indemnify and release the Parish under Section 9.13 (Environmental Laws and Pollution Control) and Section 5.2 (Release and Indemnification Covenants) of the Lease Agreement and the Company unconditionally and irrevocably releases and discharges the Parish and the Trustee from any and all liabilities, obligations, losses, claims, damages, costs and expenses owed to the Company arising under or in any way in connection with the Lease Agreement, the Indenture, the Guaranty and the Bonds. Accordingly, in accordance with Section 8.01 of the Indenture and Section 8.03 of the Lease Agreement, the lien of the Indenture is hereby discharged and satisfied, and the Trustee hereby unconditionally and irrevocably releases and discharges the Parish and the Company from any and all covenants, agreements, liabilities, obligations, losses, claims, damages, costs and expenses arising under or in any way in connection with the Indenture.

SECTION 2. Discharge and Release of Guaranty. The Parish and the Trustee recognize that the Bonds have been fully discharged and are no longer outstanding under the Indenture and do hereby grant full release of Randa Corp. from its obligations as guarantor under that certain Guaranty Agreement, originally dated as of September 1, 2002.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall be one and the same instrument, and any parties hereto may execute this Release by signing any such counterpart.

SECTION 4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of Louisiana.

IN WITNESS WHEREOF, the Trustee, the Parish and the Company have executed this Release in the presence of the respective witnesses and Notaries Public on the following signature pages, which have been executed separately and on or prior to the Effective Date stated above but shall all be deemed effective as of said Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THUS DONE, SIGNED AND PASSED in the Parish of St. Charles, State of Louisiana, on this the 31st day of September 2024, but effective on the Effective Date stated above, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said appearers and me, Notary.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: Matthew Jewell
Name: Matthew Jewell
Title: Parish President

Signature: S de Castro
Print Name: Samantha de Castro

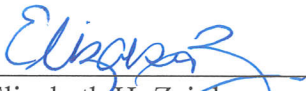
Signature: [Signature]
Print Name: MICHAEL P PALAMENIS

[Signature]
Notary Public
Print Name: Corey M. Oubre
Notary ID #: 28709
My Commission Expires: for life

**SIGNATURE PAGE OF TRUSTEE TO
ACT OF CANCELLATION AND RELEASE**


THUS DONE, SIGNED AND PASSED in the Parish of East Baton Rouge, State of Louisiana, on this the 4th day of September, 2024, but effective on the Effective Date stated above, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said appearers and me, Notary.


HANCOCK WHITNEY BANK,
as Trustee

By: 
Name: Elizabeth H. Zeigler
Title: Senior Vice President & Trust Officer

WITNESSES:

Signature: 
Print Name: Christopher Gillespie

Signature: 
Print Name: Kelli Patin


Notary Public
Print Name: _____
Notary ID #: _____
My Commission Expires: _____

**Gregory A. Pietsch
Notary Public
State of Louisiana
Parish of East Baton Rouge
My Commission is for Life
Louisiana Bar Roll No. 11026
Louisiana Notary ID No. 10096**


**SIGNATURE PAGE OF COMPANY TO
ACT OF CANCELLATION AND RELEASE**


THUS DONE, SIGNED AND PASSED in the County of New York, State of New York, on this the 12th day of September, 2024, but effective on the Effective Date stated above, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said appearers and me, Notary.


RANDA PROPERTIES LLC,
a Delaware limited liability company

By: 
Jeffrey Spiegel, Managing Member

WITNESSES:

Signature: 
Print Name: Gina M. Huaman

Signature: 
Print Name: JUSTIN O. SPIEGEL


Notary Public
Print Name: David J. Adler
Notary ID #: 01AD6311059
My Commission Expires: September 8, 2026