

0618126119

01 June 1999

Mr. Dale McDaniel
Parsons, Brinckerhoff

G

Dear Mr. McDaniel:

3 DAY NOTICE/DEMAND FOR PAYMENT

As you have chosen to ignore my invoices and payment requests, even after providing proof of ownership regarding the building housing your Baton Rouge Office at 10993 N Harrell's Ferry in Baton Rouge, LA, you have left me no alternative but to demand full and immediate payment of back rent in the amount of \$2,565 (Two Thousand Five Hundred Sixty Five Dollars) and June Rent of \$855 (Eight Hundred Fifty Five Dollars), for a total due of \$3,420 (Three Thousand Four Hundred Twenty Dollars).

Please remit payment for the above amount on or before 5PM Friday, 04 June 1999, or vacate the office.

Payment may be made payable to and remitted to:

Walter A. Bennett
121 Burke St
New Iberia, LA 70560

Please note that vacating the building will not absolve you of past or current rent due. Also note that, if full payment is not received before Friday, any property, equipment or other items left in the building after 5PM Friday, 04 June 1999, will become my property and further access to the building after 5PM Friday, 04 June 1999, will be denied.

I didn't want to take this step but you have left me no alternative.

Please govern yourself accordingly.

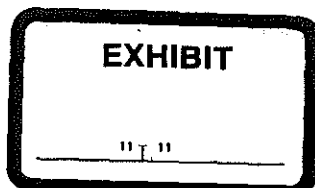
Sincerely,



Walter A. Bennett
121 Burke St
New Iberia, LA 70560

TOTAL P.18

06/01/99 TUE 14:59 [TX/RX NO 6962]



LOCKE LIDDELL & SAPP LLP

ATTORNEYS & COUNSELORS

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H

June 4, 1999

Mr. Walter A. Bennetti
121 Burke Street
New Iberia, Louisiana 70560

**Re: Lease Agreement for property located at
10993 N. Harrell's Ferry Road, Baton Rouge, LA 70816**

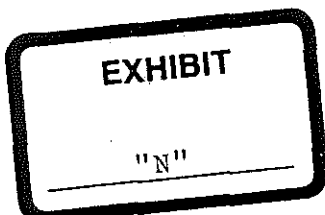
Dear Mr. Bennetti:

Please be advised that our law firm has been retained to represent the interests of our client, Parsons Brinckerhoff Quade & Douglas ("PBQD"), the tenant of the above-reference office location pursuant to a Lease Agreement dated August 1, 1992 entered into between PBQD and Johnson, Silvio & Smyth ("Silvio").

In that capacity, our client has called to our attention recent correspondence that you have directed to Mr. Dale McDaniel with PBQD wherein you have threatened to seize property and equipment belonging to PBQD if the payment of certain funds is not made by PBQD to you on or before 5:00 P.M. on Friday, June 4, 1999. It is my further understanding that you have likewise made demand upon PBQD to direct the payment of rent stipulated pursuant to the terms of the aforesaid Lease Agreement to your attention, rather than to Silvio as directed by the terms of that Lease.

My client informs me that you claim to have acquired title to the subject property pursuant to an act of sale that you have advised was recorded in the records of the office of the Clerk for the Parish of East Baton Rouge on or about January 5, 1999. However, as you are certainly aware, and as the act of sale itself reflects, the sale was conditioned upon your payment of the purchase price agreed to with reference to the transaction which, evidently, constituted the amount of \$320,000.00 which was to be paid by you pursuant to the terms of a promissory note that you evidently entered into as part of that transaction. Of course, a lawsuit has now been filed against you by New Richmond Corporation ("New Richmond"), in which it is alleged that you have failed to make any payments whatsoever due pursuant to the subject promissory note and thus seeking executory process to enforce the mortgage on the property as a result of your alleged failure to comply with the terms of the proposed sale.

Under these circumstances, I am at a loss to understand how you can take the position that "the record is clear" that you are the current owner of the property in question. Quite to the contrary, the record is clear that a serious dispute exists as to whether or not you have ever complied with the terms of the purchase agreement pursuant to which you evidently claim you



have gained title to the referenced property. If the allegations made by New Richmond are in fact true and you have not complied with the terms of the subject promissory note, I am sure that you can appreciate that a serious question exists as to whether or not title to the referenced property has ever passed or been otherwise vested in you in connection with that proposed transaction.

In any event, even a simple review of the records of the Clerk's office for East Baton Rouge Parish do not confirm your contention that you are the uncontested "record owner of fact" of the subject property. As you must be aware, a notice of seizure has been filed and was recorded in the Clerk's office on or about May 17, 1999 pursuant to which any alleged interest that you may have acquired in the property has been seized and is now scheduled for Sheriff's sale under date of June 30, 1999 at 10:00 A.M. Under such circumstances, the public records themselves do not confirm your claim that there is no "dispute" as to your ownership of the property in question.

As you must know, PBQD has been an exemplary tenant over the years, always paying its rent in a timely fashion, and otherwise fully conforming with all of our obligations pursuant to the terms of the Lease. PBQD has positively no interest whatsoever in the dispute presently ongoing between you and Silvio and/or New Richmond. However, your insistent demands that PBQD tender for your attention the rent amounts due under the Lease, given the claims which have now been asserted against you by these other parties, and the serious question that the public records raise as to the validity of your claim of "uncontested" title to the property, places PBQD in a precarious position. I am certain that you can appreciate that we cannot tender a rental payment to you under these circumstances without seriously jeopardizing PBQD's interest in the leased premises.

I am extremely troubled by your demand made in your June 1st letter to Mr. McDaniel that you intend to "show up" at the close of business on June 4th to "seize" property belonging to PBQD. Please be advised that any such efforts on your part will be viewed by PBQD as an attempt to interfere with its rights to peacefully possess the subject premises and PBQD intends to take every appropriate legal action to protect its interests in the subject premises should you elect to unilaterally seek to evict PBQD from the premises without complying with appropriate legal procedures. I would call your attention to the fact that under Louisiana law, no party is entitled to avail themselves of "self help" to dispossess a tenant from a leased premises, and any such claim that you may wish to assert to seek to evict PBQD from the subject property must be properly brought in a court of law where PBQD will have an opportunity to be legally served and will have an opportunity to appear and present its defenses to any such claims that you may seek to assert. Obviously, your failure to follow these legal procedures will be viewed as a deliberate interruption of PBQD's right to peacefully possess the property in question, and if such events transpass, PBQD will look to you to compensate it for any and all of its damages which it may incur as a result of such conduct.

In the event that you persist in your threats to dispossess PBQD from the subject premises, please be advised that we will have no alternative but to commence a petition for a

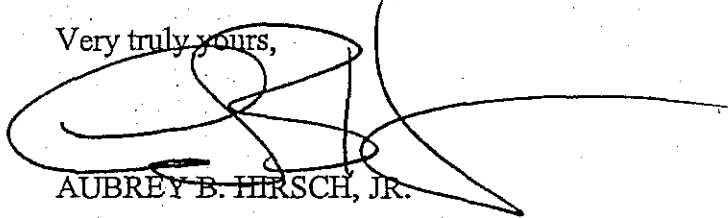
June 4, 1999
Page 3

concurus to deposit the subject funds into the registry of the Court and to name you as a defendant in those proceedings in order to protect PBQD's continued interest in the leased premises. Of course, should you and Silvio reach an agreement with reference to your dispute relating to your efforts to acquire the subject property, then at that time and after proper notice to PBQD of the resolution of that dispute, PBQD would be more than happy to sit down and discuss with you future arrangements with reference to the continued lease of the subject premises.

Thank you for your attention to this matter.

With kindest personal regards, I remain,

Very truly yours,

A handwritten signature in black ink, appearing to read 'Aubrey B. Hirsch, Jr.', with a long horizontal flourish extending to the right.

AUBREY B. HIRSCH, JR.

ABHJR/abl

cc: Mr. Dale McDaniel

99999:00289:NORLEANS:29175.1

E 19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.

461508

DIVISION _____

SECTION _____

A

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS, INC.

versus

WALTER A. BENNETTI, NEW RICHMOND CORPORATION
and JOHNSTON, SILVIO & SMYTH

1230.00
COST OK Amt. _____
4/8/99
JUN 16 1999
BY _____
DY. CLERK OF COURT

FILED: _____

DEPUTY CLERK

PETITION FOR A CONCURSUS

NOW COMES Parsons, Brinckerhoff, Quade & Douglas, Inc. ("PBQD"), plaintiff, a foreign corporation which is authorized to do business in the State of Louisiana and which has its principal place of business situated in this State within the Parish of Orleans, State of Louisiana, appearing herein through its undersigned counsel, who respectfully avers as follows:

1.

The following individuals and/or entities are herein made the defendants in this proceeding:

- (1) Walter A. Bennetti ("Bennetti"), an individual over the age of majority who, upon information and belief, resides within the Parish of Iberville, State of Louisiana;
- (2) New Richmond Corporation ("New Richmond"), a Louisiana corporation domiciled in the Parish of East Baton Rouge, whose permanent mailing address is believed to be 10985 N. Harrell's Ferry Road, Suite D, Baton Rouge, Louisiana 70816; and
- (3) Henry Charles Silvio and Associates, LLP, believed to be a Louisiana limited partnership with its principal place of business situated within the Parish of East Baton Rouge, State of Louisiana.

2.

Plaintiff avers that jurisdiction and venue of this proceeding before this Court is proper pursuant to Louisiana Code of Civil Procedure Article 4653(B), in that the property made the subject of the instant Petition is physically located within the Parish of East Baton Rouge, State of Louisiana, and that this Court has jurisdiction of the parties herein pursuant to other provisions