

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, NOVEMBER 10, 2025, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL MONDAY, NOVEMBER 10, 2025, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 501 WILLOW AVENUE, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES
APPROVAL OF AGENDA

1. Representative from LEPC, Local Emergency Planning Committee, to give update on Chemical Emergency Response Plan. I09-25 (Mayor Danahay)
2. RESOLUTION granting a variance to Vernon Tanner, 724 West Lincoln, to allow for mobile home to be greater than 10 years old (age of mobile home 2002). RES41-25 (Dru Ellender)
3. RESOLUTION granting a variance to Peloquin Family Trust (Shirley Gatte), 728 West Verdine Street, to allow for mobile home to be greater than 10 years old (age of mobile home 2014). RES42-25 (Dru Ellender)
4. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 427 North Claiborne, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - b. To condemn building or structure located at 950 Live Oak, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
5. RULE TO SHOW CAUSE for dead or diseased tree removal on private property for the following address:
 - c. To remove tree located at 216 Perkins Street, in accordance with Article 1, Chapter 17 of the Code of Ordinances. (Dru Ellender)

6. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for Senior Center upgrades. ORD84-25 (Mayor Danahay)
7. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for replacement of fire hydrants. ORD85-25 (Mayor Danahay)
8. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for fire hydrants. ORD86-25 (Mayor Danahay)
9. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for GIS (Geographical Information Systems) mapping. ORD87-25 (Mayor Danahay)
10. PUBLIC HEARING on ordinance amending Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur to change from Office of Ordinance Enforcement to Office of Property Standards and omitting subsection (b) - City Council approval of person in charge of enforcing the provisions of the Code of Ordinances. ORD88-25 (Mayor Danahay)
11. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury under the Hazard Mitigation Grant Program for the Parish Wide Emergency Generator Project. ORD89-25 (Mayor Danahay)
12. PUBLIC HEARING on ordinance entering into an Agreement with Baty Land Holdings, LLC, for the use of property located at 1600 Carr Lane as a staging area during the construction of the new Judicial Center and Municipal Complex located at 1551 East Napoleon Street. ORD90-25 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Joint Services Agreement with Calcasieu Communications District for dispatching service to the Sulphur Fire Department. ORD91-25 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Joint Services Agreement with Calcasieu Parish Sheriff's Office to assist in the collection of its ad valorem taxes for the tax year 2025. ORD92-25 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Buy/Sell Agreement with Krause & Managan Lumber Company, LLC and authorizing the acquisition for property located on Hwy. 90 West, west of Kim Street for a new police training center/shooting range. ORD93-25 (Mayor Danahay)

16. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to execute a Lease Agreement between the City of Sulphur and Lake Charles Methanol II for property located adjacent to Wastewater Treatment Facility.
ORD94-25 (Mayor Danahay)
17. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to execute a Buy/Sell Agreement between the City of Sulphur and Lake Charles Methanol II and authorize the sell of property located adjacent to Wastewater Treatment Facility.
ORD95-25 (Mayor Danahay)
18. INTRODUCTON OF ORDINANCE abandoning Executive Boulevard.
ORD96-25 (Mayor Danahay)
19. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof – I.T. equipment.
ORD97-25 (Mayor Danahay)
20. RESOLUTION appointing Lucie Mesuch to the Sulphur Housing Authority Board of Commissioners to fill the unexpired term of Shirley Hoffpauir. RES43-25 (Mayor Danahay)
21. RESOLUTION reappointing Tommy Little to the Sulphur Housing Board of Directors.
RES44-25 (Mayor Danahay)
22. RESOLUTION requiring that all Board of Zoning Adjustment and Land Use meetings be broadcast live. RES45-25 (Nick Nezat and Mandy Thomas)
23. RESOLUTION authorizing advertisement of bids for 2025 Overlay Project.
RES46-25 (Mayor Danahay)
24. RESOLUTION authorizing the advertisement of bids for Concrete Street Rehabilitation.
RES47-25 (Mayor Danahay)
25. RESOLUTION authorizing the advertisement of bids for the annual supply of pipe and fittings, limestone & asphalt, chemicals, and office supplies for the City of Sulphur.
RES48-25 (Mayor Danahay)
26. RESOLUTION approving liquor license for Time Loop 31 located at 720 East Napoleon Street. RES49-25 (Mayor Danahay)
27. RESOLUTION approving liquor license for Juanita's Kitchen Sulphur, LA, Inc. located at 535 North Cities Service Hwy. RES50-25 (Mayor Danahay)
28. RESOLUTION approving liquor license for Punjabi Tadka located at 2625 Ruth Street.
RES51-25 (Mayor Danahay)

29. UPDATE from Austin Abrahams and Chris Vice on fire hydrants.
I10-25 (Mandy Thomas)

30. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, December 8, 2025, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, Sulphur, LA.

In accordance with Louisiana Revised Statute (R.S. 42:14, persons with an ADA recognized disability who needs accommodations to participate in this meeting must submit a request online at www.sulphur.org via “ADA to address Council” form or contact the City Clerk by phone at 337-527-4571 before 8:00 a.m. of the designated day of the meeting.

RESOLUTION NO. _____, M-C SERIES

RESOLUTION GRANTING A VARIANCE TO VERNON TANNER, 724 WEST LINCOLN, TO ALLOW FOR MOBILE HOME TO BE GREATER THAN 10 YEARS OLD (AGE OF MOBILE HOME 2002).

WHEREAS, in accordance with Chapter 14, Section 5(a)(1)(a) of the Code of Ordinances, a variance may be considered by City Council for mobile/manufactured homes that are greater than 10 years of age.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Vernon Tanner, 724 West Lincoln, to allow for mobile home to be greater than 10 years old (age of mobile home 2002) for the following described property:

LOT 13 OF LOT B ELLIS SUB PART OF W PORTION OF LOTS A AND B
SUB OF W ½ NW 34.9.10

This variance is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said variance interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expense of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this variance, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this variance the owner of this variance shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this variance shall be withdrawn and considered null and void.

BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Vernon Tanner, 724 West Lincoln, to allow for mobile home to be greater than 10 years old (age of mobile home 2002).

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 10/15/25 \$50.00 Fee (Non-Refundable) pd. 10/27/25
(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE VARIANCE IS APPROVED/DISAPPROVED, APPLICANT MUST REMOVE SIGN FROM PROPERTY

Print Name Vernon Tanner

Date 10-14-25

PROPERTY OWNER INFORMATION

Name of Property Owner Vernon Tanner

(Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address: 404 E Burton St City: Sulphur State: LA Email: vtanner80@gmail.com

Physical Address: 404 E Burton St City: Sulphur State: LA

Phone Number (H) 337-794-0745 (W) 337-431-6168 (C) 337-794-0745

PROPERTY INFORMATION

Location Address: 724 W Lincoln St., Sulphur, LA 70663

Present Zoned Classification: _____

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

@ 340910-0519-B 0013 0000-724 W LINCOLN ST - LOT 13 OF LOT B ELLIS
SUB PART OF W PORTION OF LOTS A AND B SUB OF W 1/2 NW 34.9.10
REF1-BRIAN CRAIG WINGATE B 2064 P2-88 REF2-CHARLES EUGENE

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES ☐ NO ☒

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL VT

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: move a mobile home onto the lot.

Mobile home is 2003

Mobile home is now located @ 2209 Miller Ave - Trailer 2 westlake

How did you find out you needed a variance? Permit office

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

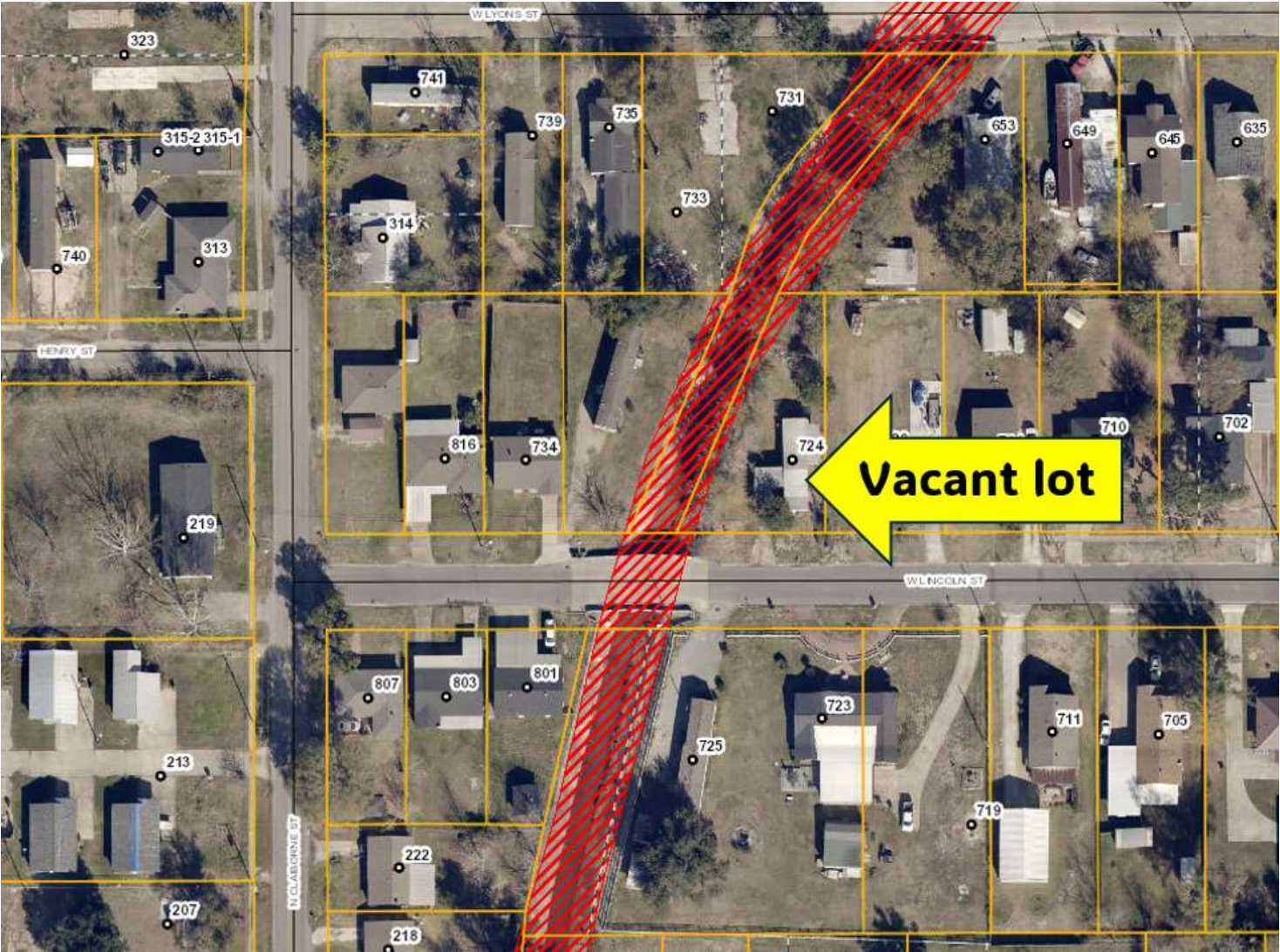
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the sign(s) placed on my property after the hearing.

Applicant Signature Vernon Tanner

Date 10-14-25

	Yes	No	N/A
1. Is site located within the City Limits?	☒	☐	☐
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	☐	☒	☐
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	☒	☐	☐
4. Will the location be served by a fire protection?	☐	☐	☒
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	☐	☒	☐
6. Is property within a designated flood hazard area?	☒	☐	☐
Flood zone classification <u>AE</u> bfe <u>0.00</u> ft.			









AM 9:16 OCT/28/2025











































RESOLUTION NO. _____, M-C SERIES

RESOLUTION GRANTING A VARIANCE TO PELOQUIN FAMILY TRUST (SHIRLEY GATTE), 728 WEST VERDINE STREET, TO ALLOW FOR MOBILE HOME TO BE GREATER THAN 10 YEARS OLD (AGE OF MOBILE HOME 2014).

WHEREAS, in accordance with Chapter 14, Section 5(a)(1)(a) of the Code of Ordinances, a variance may be considered by City Council for mobile/manufactured homes that are greater than 10 years of age.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Peloquin Family Trust (Shirley Gatte), 728 West Verdine Street, to allow for mobile home to be greater than 10 years old (age of mobile home 2014) for the following described property:

COM AT A PT 103 FT E OF SW COR LOT D SUB OF W ½ NW 34.9.10 LYING N OF S.P.R.R., SAID PT OF COM BEING INTERSECTION OF W LINE OF DRG DITCH WITH S LINE OF LOT D; TH E 162 FT M/L TO PROP SOLD TO FAULK; TH N 249.5 FT; TH W TO W/L OF SAID DRG DITCH; TH SELY FOLLOWING W/L OF DRG DITCH TO PT OF COM, LESS AND EXCEPT E 54 FT

This variance is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said variance interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expense of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this variance, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this variance the owner of this variance shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this variance shall be withdrawn and considered null and void.

BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Peloquin Family Trust (Shirley Gatte), 728 West Verdine Street, to allow for mobile home to be greater than 10 years old (age of mobile home 2014).

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received

10/28/25

\$50.00 Fee (Non-Refundable)

pd.

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE VARIANCE IS APPROVED/DISAPPROVED, APPLICANT MUST REMOVE SIGN FROM PROPERTY

Print Name Shirley Gatte

Date 10-28-25

PROPERTY OWNER INFORMATION

Name of Property Owner Pelouquin Family Trust - Shirley Gatte

(Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address: 3550 Carlyss Dr. Lot 136 Sulphur City: LA State: LA Email: shirleyjean.gatte@gmail.com

Physical Address: same City: _____ State: _____

Phone Number (H) _____ (W) _____ (C) 337-888-0114

PROPERTY INFORMATION

Location Address: 728 W. Verdine

Present Zoned Classification: Mixed Res.

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

See attached

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES ☐ NO ☒

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL SG

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow a 2014 mobile home

How did you find out you needed a variance? Permits

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the sign(s) placed on my property after the hearing.

Applicant Signature Shirley Gatte Date 10-28-25

	Yes	No	N/A
1. Is site located within the City Limits?	☒	☐	☐
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	☐	☒	☐
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	☒	☐	☐
4. Will the location be served by a fire protection?	☒	☐	☐
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	☐	☒	☐
6. Is property within a designated flood hazard area? <u>1/2 in flood way</u>	☐	☐	☐
Flood zone classification _____ bfe _____ ft.			

















AM 8:55 OCT/29/2025

















AM 8:59 OCT/29/2025







AM 9:00 OCT/29/2025







ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH
THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR
SENIOR CENTER UPGRADES.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of fifty thousand and 00/100 (\$50,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Senior Center Upgrades. Additionally, improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and **City of Sulphur** officially domiciled at 101 N Huntington St., Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

ARTICLE I - WITNESSETH

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of Sulphur** of which the sum of **\$ 50,000** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: senior center upgrades ;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II – SCOPE OF SERVICES

2.1 The Contracting Party shall: This appropriation will be used to complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.

2.2 Deliverables: Various improvements and repairs including air conditioning, duct work, ceiling tiles, and providing meals to the senior citizen community.

The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of **\$50,000** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected/appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III – CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;

3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV – PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

4.2 Expenses and/or purchases related to immovable property and/or motor vehicle acquisitions/purchases must be titled in the name of the entity that received the line-item appropriation. If at any time during the agreement and for a period of three years after the acceptance of a final cost report by the Louisiana Department of Treasury, the immovable property or motor vehicle(s) are sold for any reason, any and all funds received from such sale shall be returned to the state.

4.3 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.4 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.5 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.6 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 726001361.

ARTICLE V – TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI – TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII – OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII – ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX – FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X – AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI - AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII – FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

CONTRACTING PARTY:

THUS DONE AND SIGNED AT , Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN Act 461 of 2025 RLS Schedule 20	NAME OF CONTRACTING PARTY: City of Sulphur
	NAME AND BRIEF NARRATIVE OF PROGRAM: senior center upgrades
1. PROGRAM GOAL <i>(Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</i> This appropriation will be used to complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.	
2. PROGRAM OBJECTIVE(S) <i>(Objectives are intermediate outcomes—specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.)</i> 1. Spend \$50,000 on building improvements 2. 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) <i>(An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</i> Various improvements and repairs including air conditioning, duct work, ceiling tiles, and providing meals to the senior citizen community.	
4. PERFORMANCE MEASURES(S) <i>(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.)</i> 1. Amount spent on building improvements 2. 3.	

ATTACHMENT B
Page 1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Anticipated Income of Revenue

Sources: <i>(list all sources of revenue)</i>	Amounts
1. State Funding	\$ 50,000
2. Other Sources	\$ 0
Total Sources of Funding	\$ 50,000

Anticipated Expenditures	Total Amount <i>(see Footnote 1 below)</i>	Line-Item Appropriation Amount <i>(see Footnote 1 below)</i>
Gross Salaries <i>(See Attachment B, Page 2)</i>	\$ 0	\$ 0
Related Benefits <i>(Employer share)</i>	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services <i>(See Attachment B, Page 3)</i>	\$ 0	\$ 0
Other Charges <i>(See Attachment B, Page 4)</i>	\$ 0	\$ 0
Acquisitions & Major Repairs	\$ 50,000	\$ 50,000
Totals	\$ 50,000	\$ 50,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
STAFFING CHART

Act 461 of 2025 RLS Schedule 20
City of Sulphur

			To be Paid with Appropriation			
Name	Title	Total Annual Salary	Salary	Percentage	Related Benefits	Full-time/Part-time (# of months worked)
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A						\$	\$
Total							\$ 0

ATTACHMENT B
Page 4
SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

**Act 461 of 2025 RLS Schedule 20
City of Sulphur**

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Goal: This appropriation will be used to complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.	
Objectives: 1. Spend \$50,000 on building improvements 2. 3.	
Activity/Activities Performed: Various improvements and repairs including air conditioning, duct work, ceiling tiles, and providing meals to the senior citizen community.	
Performance Measures: 1. Amount spent on building improvements 2. 3.	%, \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 0	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 50,000	\$	\$	\$
Totals	\$ 50,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

Individual/ Firm	Address	City	State	Zip	Amount of Line-Item Appropriati on from Attachmen t B	Quarterly Expenditure s	Total Cumulative Year to Date Expenditur es	Balance Remainin g
N/A					\$	\$	\$	\$
Total					\$ 0			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

ATTACHMENT E
Disclosure and Certification

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Entity Name: City of Sulphur
Entity Mailing Address: 101 N Huntington St., Sulphur, LA 70663
Name of Program: This appropriation will be used to complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.
Organization Type: Municipality

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 N Huntington St.	Sulphur	LA	70663
Jennifer Thorn	Director of Finance	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 N Huntington St.	Sulphur	LA	70663

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 Huntington St.	Sulphur	LA	70663
Jennifer Thorn	Director of Finance	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 Huntington St.	Sulphur	LA	70663
Lacie Bonin	Administrative Assistant to the Mayor	101 N Huntington St.	Sulphur	LA	70663

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

Name	Title	Street Address	City	State	Zip

Entity’s Statement Regarding Outstanding Audit Issues and Findings:
This entity has no outstanding audit issues or findings.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH
THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR
REPAIR AND REPLACEMENT OF FIRE HYDRANTS.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of one hundred thousand and 00/100 (\$100,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Repair and replacement of fire hydrants for the purpose of fire safety and suppression in the event of a fire.

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA**COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)**

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and **City of Sulphur** officially domiciled at 101 N Huntington St., Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

ARTICLE I - WITNESSETH

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of Sulphur** of which the sum of **\$ 100,000** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: replacement of fire hydrants ;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II – SCOPE OF SERVICES

2.1 The Contracting Party shall: This appropriation will be used for the replacement and repair of fire hydrants in the City of Sulphur.

2.2 Deliverables: Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.

The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of **\$100,000** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected/appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III – CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;

3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV – PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

4.2 Expenses and/or purchases related to immovable property and/or motor vehicle acquisitions/purchases must be titled in the name of the entity that received the line-item appropriation. If at any time during the agreement and for a period of three years after the acceptance of a final cost report by the Louisiana Department of Treasury, the immovable property or motor vehicle(s) are sold for any reason, any and all funds received from such sale shall be returned to the state.

4.3 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.4 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.5 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.6 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 726001361.

ARTICLE V – TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI – TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII – OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII – ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX – FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X – AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI - AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII – FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

CONTRACTING PARTY:

THUS DONE AND SIGNED AT , Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN	NAME OF CONTRACTING PARTY: City of Sulphur
Act 461 of 2025 RLS Schedule 20	NAME AND BRIEF NARRATIVE OF PROGRAM: replacement of fire hydrants
1. PROGRAM GOAL (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) This appropriation will be used for the replacement and repair of fire hydrants in the City of Sulphur.	
2. PROGRAM OBJECTIVE(S)(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.) 1. Spend approximately 100,000 on the repair and replacement of fire hydrants. 2. 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.	
4. PERFORMANCE MEASURES(S) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.) 1. Amount spent on fire hydrant replacement and repair. 2. 3.	

ATTACHMENT B
Page 1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Anticipated Income of Revenue

Sources:

(list all sources of revenue)

	Amounts
1. State Funding	\$ 100,000
2. Other Sources	\$ 0
Total Sources of Funding	\$ 100,000

Anticipated Expenditures	Total Amount (see Footnote 1 below)	Line-Item Appropriation Amount (see Footnote 1 below)
Gross Salaries (See Attachment B, Page 2)	\$ 0	\$ 0
Related Benefits (Employer share)	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services (See Attachment B, Page 3)	\$ 0	\$ 0
Other Charges (See Attachment B, Page 4)	\$ 0	\$ 0
Acquisitions & Major Repairs	\$ 100,000	\$ 100,000
Totals	\$ 100,000	\$ 100,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
STAFFING CHART

Act 461 of 2025 RLS Schedule 20
City of Sulphur

			To be Paid with Appropriation			
Name	Title	Total Annual Salary	Salary	Percentage	Related Benefits	Full-time/Part-time (# of months worked)
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A						\$	\$
Total							\$ 0

ATTACHMENT B
Page 4
SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.
Each use should be listed separately.
Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

**Act 461 of 2025 RLS Schedule 20
City of Sulphur**

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Goal: This appropriation will be used for the replacement and repair of fire hydrants in the City of Sulphur.	
Objectives: 1. Spend approximately 100,000 on the repair and replacement of fire hydrants. 2. 3.	
Activity/Activities Performed: Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.	
Performance Measures: 1. Amount spent on fire hydrant replacement and repair. 2. 3.	%, \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 0	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 100,000	\$	\$	\$
Totals	\$ 100,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

Individual/ Firm	Address	City	State	Zip	Amount of Line-Item Appropriati on from Attachmen t B	Quarterly Expenditure s	Total Cumulative Year to Date Expenditur es	Balance Remainin g
N/A					\$	\$	\$	\$
Total					\$ 0			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

ATTACHMENT E
Disclosure and Certification

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Entity Name: City of Sulphur
Entity Mailing Address: 101 N Huntington St., Sulphur, LA 70663
Name of Program: This appropriation will be used for the replacement and repair of fire hydrants in the City of Sulphur.
Organization Type: Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 N Huntington St.	Sulphur	LA	70663
Jennifer	Thorn	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 N Huntington St.	Sulphur	LA	70663

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 N Huntington St.	Sulphur	LA	70663
Jennifer Thorn	Director of Finance	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 N Huntington St.	Sulphur	LA	70663
Lacie Bonin	Administrative Assistant to the Mayor	101 N Huntington St.	Sulphur	LA	70663

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

Name	Title	Street Address	City	State	Zip

Entity's Statement Regarding Outstanding Audit Issues and Findings:
This entity has no outstanding audit issues or findings.

ATTACHMENT F

Travel Expense Reimbursement Report

Name of Employee:

		TIME		AREA TRAVELLED	ODOMETER				MEALS				OTHER EXPENSES	
DATE	DEP	ARR	list all separately	DEP	ARR	MILES	LODGING	NUMBER	COST	TOLLS/PARKING	TIPS	DESCRIPTION	COST	
TOTALS							\$		\$	\$	\$		\$	

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH
THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR
REPAIR AND REPLACEMENT OF FIRE HYDRANTS.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of one hundred twenty-five and 00/100 (\$125,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: (Repair and replacement of fire hydrants).

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and **City of Sulphur** officially domiciled at 101 N Huntington St., Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

ARTICLE I - WITNESSETH

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of Sulphur** of which the sum of **\$ 125,000** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Repair and replacement of fire hydrants ;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II – SCOPE OF SERVICES

2.1 The Contracting Party shall: This appropriation will be used for the repair and replacement of fire hydrants in the City of Sulphur.

2.2 Deliverables: Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.

The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of **\$125,000** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected/appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III – CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;

3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV – PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

4.2 Expenses and/or purchases related to immovable property and/or motor vehicle acquisitions/purchases must be titled in the name of the entity that received the line-item appropriation. If at any time during the agreement and for a period of three years after the acceptance of a final cost report by the Louisiana Department of Treasury, the immovable property or motor vehicle(s) are sold for any reason, any and all funds received from such sale shall be returned to the state.

4.3 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.4 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.5 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.6 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 726001361.

ARTICLE V – TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI – TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII – OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII – ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX – FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X – AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI - AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII – FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

CONTRACTING PARTY:

THUS DONE AND SIGNED AT , Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN Act 461 of 2025 RLS Schedule 20	NAME OF CONTRACTING PARTY: City of Sulphur
	NAME AND BRIEF NARRATIVE OF PROGRAM: Repair and replacement of fire hydrants
1. PROGRAM GOAL <i>(Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</i> This appropriation will be used for the repair and replacement of fire hydrants in the City of Sulphur.	
2. PROGRAM OBJECTIVE(S) <i>(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.)</i> 1. Spend approximately \$125,000 on the repair and replacement of fire hydrants. 2. 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) <i>(An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</i> Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.	
4. PERFORMANCE MEASURES(S) <i>(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.)</i> 1. Amount spend on fire hydrant replacement and repair. 2. 3.	

ATTACHMENT B
Page 1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Anticipated Income of Revenue

Sources:

(list all sources of revenue)

	Amounts
1. State Funding	\$ 125,000
2. Other Sources	\$ 0
Total Sources of Funding	\$ 125,000

Anticipated Expenditures	Total Amount (see Footnote 1 below)	Line-Item Appropriation Amount (see Footnote 1 below)
Gross Salaries (See Attachment B, Page 2)	\$ 0	\$ 0
Related Benefits (Employer share)	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services (See Attachment B, Page 3)	\$ 0	\$ 0
Other Charges (See Attachment B, Page 4)	\$ 0	\$ 0
Acquisitions & Major Repairs	\$ 125,000	\$ 125,000
Totals	\$ 125,000	\$ 125,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
STAFFING CHART

Act 461 of 2025 RLS Schedule 20
City of Sulphur

			To be Paid with Appropriation			
Name	Title	Total Annual Salary	Salary	Percentage	Related Benefits	Full-time/Part-time (# of months worked)
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A						\$	\$
Total							\$ 0

ATTACHMENT B
Page 4
SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

**Act 461 of 2025 RLS Schedule 20
City of Sulphur**

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Goal: This appropriation will be used for the repair and replacement of fire hydrants in the City of Sulphur.	
Objectives: 1. Spend approximately \$125,000 on the repair and replacement of fire hydrants. 2. 3.	
Activity/Activities Performed: Funds will be used to purchase replacement fire hydrants and repair existing hydrants in the City of Sulphur.	
Performance Measures: 1. Amount spend on fire hydrant replacement and repair. 2. 3.	%, \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 0	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 125,000	\$	\$	\$
Totals	\$ 125,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Progress Report for the Period Ending: to

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

Individual/ Firm	Address	City	State	Zip	Amount of Line-Item Appropriati on from Attachmen t B	Quarterly Expenditure s	Total Cumulative Year to Date Expenditur es	Balance Remainin g
N/A					\$	\$	\$	\$
Total					\$ 0			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

ATTACHMENT E
Disclosure and Certification

Act 461 of 2025 RLS Schedule 20
City of Sulphur

Entity Name: City of Sulphur
Entity Mailing Address: 101 N Huntington St., Sulphur, LA 70663
Name of Program: This appropriation will be used for the repair and replacement of fire hydrants in the City of Sulphur.
Organization Type: Municipality

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 N Huntington St.	Sulphur	LA	70663
Jennifer Thorn	Director of Finance	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 N Huntington St.	Sulphur	LA	70663

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Name	Title	Street Address	City	State	Zip
Michael Danahay	Mayor	101 N Huntington St.	Sulphur	LA	70663
Jennifer Thorn	Director of Finance	101 N Huntington St.	Sulphur	LA	70663
Austin Abrahams	Director of Public Works	101 N Huntington St.	Sulphur	LA	70663
Lacie Bonin	Administrative Assistant to the Mayor	101 N Huntington St.	Sulphur	LA	70663

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

Name	Title	Street Address	City	State	Zip

Entity’s Statement Regarding Outstanding Audit Issues and Findings:
This entity has no outstanding audit issues or findings.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR GIS (GEOGRAPHICAL INFORMATION SYSTEMS) MAPPING.

WHEREAS, the endeavor contemplated herein is to assist in the management and utilization of information in order to enhance the services that they provide and to improve the lives of their citizens in Southwest Louisiana; and

WHEREAS, the City of Sulphur further agrees to remit payment for total first-year costs of forty-five thousand five hundred dollars (\$45,500) within (60) days of commencement of this Agreement; and

WHEREAS, this Agreement shall have an initial term commencing on December 1, 2025, and expiring on November 30, 2029. At the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides sixty (60) days advance written notice of its intent not to renew the Agreement.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for GIS (Geographical Information Systems) mapping.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CALCASIEU PARISH POLICE JURY			
Operational Cost for Services to:			
CITY OF SULPHUR			
December, 2025 - November 2026			
	Operational Costs		
1	ESRI Software Maintenance & Data Storage	\$9,000.00	
2	Tax and Annexation Edits	\$4,500.00	
3	Data Maintenance of various layers	\$4,500.00	
4	Subdivision & Addressing Data Maintenance	\$5,000.00	
5	Various Maps	\$500.00	
6	Fenstermaker hosting fees - \$750.00/month	\$9,000.00	
7	Fenstermaker yearly maintenance fees \$1500.00/page	\$3,000.00	
8	Fenstermaker monthly/quarterly updates	\$4,000.00	
9	Aerial Photography per year	\$6,000.00	
		\$45,500.00	



CALCASIEU PARISH POLICE JURY

Governing Authority of Calcasieu Parish, Louisiana

GEOGRAPHIC INFORMATION SYSTEMS
901 Lakeshore Drive - 3rd Floor
Lake Charles, LA 70601
337/721-4140
gis@calcasieu.gov
calcasieu.gov

September 11, 2025

Honorable Mike Danahay
Mayor, City of Sulphur
Post Office Box 1309
Sulphur, LA 70664

INVOICE

Joint Services Agreement for Geographical Information Systems (GIS) services Operational costs

Contract Amount (December 2025 - November 2026)	\$45,500.00
Total Amount Due	\$45,500.00

Remit Payment to:

Calcasieu Parish Police Jury
GIS Department
901 LakeShore Dr, 3rd Floor
PO Drawer 3287
Lake Charles, LA 70602-3287

Vision • Collaboration • Dependability • Financial Stewardship

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2025, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Dane R. Bolin, and THE CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, both the CITY and the PARISH wish to avail themselves of the provisions of the Louisiana Local Services Law pursuant to Louisiana Revised Statutes 33:1321 et. seq. authorizing both entities to act jointly in order to enhance the services that they provide and to improve the lives of the citizens in Southwest Louisiana;

WHEREAS, both the CITY and the PARISH utilize Geographic Information Systems (GIS) to assist in the management and utilization of information in order to enhance the services that they provide and to improve the lives of their citizens in Southwest Louisiana;

WHEREAS, there exists a substantial need to enhance the use of GIS within the CITY and the PARISH; and

WHEREAS, the CITY and the PARISH consider the public benefit of acting jointly in order to enhance the services that they provide to improve the lives of the citizens is proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH and the CITY hereby agree that the PARISH shall assume overall responsibility for the administration of GIS services for the CITY. The PARISH shall be responsible for the following:

- Maintaining and transferring the CITY's existing GIS data to the PARISH's ArcServer database.
- Servicing the general public by creating standard maps, including those with city limits, zoning, council districts, flood zones, and parcel data. Said maps shall be made available to the public and the CITY upon request.
- Maintaining and updating any CITY GIS data housed by the PARISH.

The CITY shall be responsible for the following:

- Collecting data, either internally or through outsourcing, and submitting the data in an acceptable GIS format to the PARISH for updating on a quarterly basis.
- Providing on a quarterly basis all changes or updates to any coverage that the PARISH is to maintain for the CITY.
- Providing funding to the PARISH for services described in this Agreement.
- Requesting projects via the CITY's Director of Public Works or the CITY's Information Technology Manager with the CITY's established priority ranking and, upon receiving the finished projects from the PARISH, distributing as necessary.
- Establishing a wireless or hard-wired connection between CITY and PARISH offices to ensure the CITY has instant, continuous access to its GIS data, and funding all costs related to the installation and maintenance of this connection.

2. Term of Agreement

This Agreement shall have an initial term commencing on December 1, 2025, and expiring on November 30, 2029. At the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides sixty (60) days advance written notice of its intent not to renew the agreement.

3. Payment Terms

Under this agreement, the CITY agrees to remit payment for total first-year costs of forty-five thousand five hundred dollars (\$45,500) within sixty (60) days of commencement of this Agreement. Every year, the PARISH will revise the annual billing amounts, as outlined in Exhibit A, to the CITY to account for any compensation-related increases and for the actual cost of supplies. The PARISH will invoice the CITY in September of each year at the revised billing amount determined for that year. The CITY will pay the PARISH a mutually agreed-upon cost sharing amount for any new GIS projects which benefit both parties.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future

payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed to and signed by both parties. This agreement shall not be assignable by either party without the written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

6. Liability, Indemnity and Insurance

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial CITY Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Dane R. Bolin, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the CITY's representative is:

Honorable Mike Danahay, Mayor
City of Sulphur
101 North Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____, 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
DANE R. BOLIN, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2025, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 1, SECTION 14 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO CHANGE FROM OFFICE OF ORDINANCE ENFORCEMENT TO OFFICE OF PROPERTY STANDARDS AND OMITTING SUBSECTION (B) - CITY COUNCIL APPROVAL OF PERSON IN CHARGE OF ENFORCING THE PROVISIONS OF THE CODE OF ORDINANCES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 1-14. Establishment of the office of ~~ordinance enforcement~~ property standards.

- (a) The department in charge of enforcing the provisions of the Code of Ordinances with relation to violation such as abandoned vehicles, tall grass, abandoned buildings, and unsightly debris shall be known as the ~~"Office of Ordinance Enforcement"~~ **"Office of Property Standards"**.
- ~~(b) The city council shall approve, by a majority vote of the council, the person in charge of enforcing the provisions of the Code of Ordinances with relation to violation such as abandoned vehicles, tall grass, abandoned buildings, and unsightly debris. This person shall be known as the "Ordinance Enforcement Officer".~~

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur.

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR
AGREEMENT WITH CALCASIEU PARISH POLICE JURY UNDER THE
HAZARD MITIGATION GRANT PROGRAM FOR THE PARISH WIDE
EMERGENCY GENERATOR PROJECT.

WHEREAS, the Department of Homeland Security has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program (Assistance Listing Number (ALN) 97.039); and

WHEREAS, this agreement addresses the flow of funds from the Department of Homeland Security to the Calcasieu Parish Police Jury who will then provide the same referenced grant funds to the City of Sulphur, as legally allowed by the grant regulations, for any approved scope of work that encompasses the grant objectives of providing design and implementation of the Calcasieu Parish Wide Emergency Generators project as further discussed in Section 1 of the attached agreement; and

WHEREAS, one million seven hundred ten thousand dollars (\$1,710,000.00) has been allocated for the scope of work identified in Section 1 of the attached.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury under the Hazard Mitigation Grant Program for the Parish Wide Emergency Generator Project.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor’s approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2025, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "GRANTEE," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Judd Bares, and the CITY OF SULPHUR hereinafter referred to as "SUB RECIPIENT," and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, the Department of Homeland Security has made federal funds available to the State of Louisiana (of which both agencies are hereinafter referred to as "GRANTOR") under the Hazard Mitigation Grant Program (Assistance Listing Number (ALN) 97.039); and

WHEREAS, this agreement addresses the flow of funds from the GRANTOR above to the GRANTEE who will then provide the same referenced grant funds to the SUB RECIPIENT, as legally allowed by the grant regulations, for any approved scope of work that encompasses the grant objectives of providing design and implementation of the Calcasieu Parish Wide Emergency Generators project as further discussed in Section 1 of this agreement; and

WHEREAS, the following include, but are not limited to, the federal or state laws, regulations and policies that may be applicable for this agreement:

- (1) Federal Emergency Management Agency (FEMA) – Hazard Mitigation Assistance Program and Policy Guide (July 30, 2024)
- (2) Title 44 Code of Federal Regulations – Emergency Management and Assistance
- (3) 2 CFR Part 200.100 – 200.346– Uniform Administrative Requirements
- (4) 2 CFR Part 200.400 - 200.476– Cost Principles
- (5) 2 CFR Part 200.500 – 20.521 and Appendices– Audits Requirements
- (6) Louisiana Revised Statutes, Title 38 - Louisiana Public Bid Law

NOW THEREFORE, the GRANTEE and the SUB RECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. Scope of Work

The GRANTOR has provided funds, through its Hazard Mitigation Grant Program (HMGP), to the GRANTEE who is then providing this same funding to the SUB RECIPIENT. Information related to the federal award is attached as Exhibit A. The SUB RECIPIENT shall perform the necessary tasks required in order to accomplish the

objectives of the GRANTOR's Program which have been agreed to by the GRANTEE. This includes complying with all of the applicable federal, state or local laws, regulations and administrative policies as they relate to the SUB RECIPIENT's specific approved project including but are not limited to the references above as well as the following:

- a. SUB RECIPIENT will comply with 2 CFR Part 200 to 200.521 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- b. SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Public Bid Law contained in Louisiana Revised Statute Title 38.
- c. SUB RECIPIENT will adhere to the requirements of the GRANTOR's Hazard Mitigation Assistance Program and Policy Guide (July 30, 2024).
- d. SUB RECIPIENT will adhere to the scope of the project and/or budget estimates previously provided to the GRANTEE and any deviations should be properly approved.
- e. SUB RECIPIENT will comply with the attached Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- f. SUB RECIPIENT will comply with the attached Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- g. SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- h. SUB RECIPIENT must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement subject to 44 CFR § 7 and §16 and 44 CFR §206.11.
- i. SUB RECIPIENT will not hire or pay any contractor who is listed by the federal government as disbarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- j. SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.
- k. SUBRECIPIENT agrees to comply with the Louisiana Code of Governmental Ethics (La R.S. 42:1101, *et seq.*) in carrying out the provisions of this agreement.
- l. SUB RECIPIENT will provide copies of all purchasing activity documentation (including but not limited to RFQs, sealed bids, RFPs, professional services and construction agreements) to the GRANTEE for review and approval prior to any bid solicitation and/or contract award activity is executed. The SUB RECIPIENT is restricted from proceeding with procurement activity (advertising, issuing bid package, etc.) and awarding of contracts until receiving approval from the GRANTEE.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR's Hazard Mitigation Grant Program, the SUB RECIPIENT shall perform tasks in accordance with the FEMA award letter, a copy of which will be provided to the SUBRECIPIENT and is considered as much a part of this agreement as if repeated verbatim herein:

Properly procure for the design, purchase, and installation required to complete the Calcasieu Parish Wide Emergency Generators project for the locations identified in Exhibit E. The locations will not be changed without written approval from the GRANTOR. Any and all expenses associated with the transportation, delivery and installation are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

Since this equipment is purchased with federal funds, the SUB RECIPIENT agrees to adhere to the equipment requirements of 2 CFR, Part 200.310 to 200.316. Those requirements include, but are not limited to, conducting a physical inventory of the equipment at least once every two years for the life of the equipment and requesting GRANTEE and GRANTOR approval to dispose of, sale or otherwise transfer any equipment if the equipment was initially purchased with federal funds.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any equipment purchased with federal funds if said equipment is no longer of use to the SUB RECIPIENT, whether the equipment is considered to be surplus, obsolete, broken, etc. If any item can no longer be located, whether lost, stolen, or of unknown disappearance, then the SUB RECIPIENT shall notify the GRANTEE, in writing in a timely manner, and provide a copy of the local law enforcement's report of the same. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

No brick and mortar or ground disturbing work may commence without the approval of the GRANTOR.

2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue until three years after close out of this grant by both federal and state GRANTORS. All work related to the above activity must be completed by November 21, 2025 unless specifically extended by both the GRANTOR and the GRANTEE.

3. Payment Terms of Grant Funding

The following amount has been allocated for the scope of work identified in Section 1 above:

One million seven hundred ten thousand dollars - \$1,710,000.00

Reimbursement under this agreement is contingent upon the GRANTEE receiving approval from the GRANTOR for funds under the Hazard Mitigation Grant Program. The SUB RECIPIENT shall only be paid, for activity approved under the scope of services which are rendered under this agreement, from funds allowed by the GRANTOR. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will issue invoices to the GRANTEE at least on a monthly basis supplying sufficient documentation to meet the reporting requirements of the HMGP Program. The GRANTEE will then reimburse the SUB RECIPIENT after receipt of funds from the GRANTOR.

Any questioned costs which may occur at any point in this process (including the three-year period after grant closeout by either the federal and/or state GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Monitoring and Review

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under this agreement and determine if the SUB RECIPIENT has timely achieved the Scope of Work stated in Section 1 above. The GRANTEE will develop a Monitoring Plan to be provided to the SUB RECIPIENT based upon a risk assessment of the SUB RECIPIENT. The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. The Monitoring Plan will provide detailed monitoring and review activities which will provide for advance review and approval of all procurement activity related to project activity funded by the grant and may also include technical progress compared to the intended milestones and deliverables; actual expenditures compared to the approved budget; review of SUB RECIPIENT's reimbursement requests including detailed backup documentation ; or other subject matter specified by the GRANTEE. The GRANTEE will perform ongoing monitoring of the SUB RECIPIENT for the purpose of identifying deficiencies and providing follow-up to ensure proper remediation.

5. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed to and signed by both parties. This agreement shall not be assignable by either party without the written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

6. Records, Audits and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of a federal reimbursement grant (Hazard Mitigation Grant Program – Assistance Listing Number (ALN) 97.039) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant. This is also an acknowledgement that Federal Emergency Management Agency (FEMA) financial assistance may be used to fund all or a portion of this agreement. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT's use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT's decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT's own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT: (1) modify the GRANTEE's work product appropriate to the SUB RECIPIENT's own needs, (2) create and adopt the SUB RECIPIENT's own work product separate from the GRANTEE's work products, or (3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT's needs. If the SUB RECIPIENT utilizes any of the GRANTEE's work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person

so designated. Subrecipients that expend more than \$1,000,000 in Federal funds during their fiscal year must complete a single audit in accordance with Title 2, Subtitle A, Chapter II, Part 200, Subpart F, as applicable, and are responsible for any corrective action associated with any finding reported by the subrecipient's auditor.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years after the close out of the grant or three (3) years from the final contractual payment under this agreement, whichever is later. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the State of Louisiana Governor's Office of Homeland Security, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge. The SUB RECIPIENT agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the work being completed, if necessary, under the agreement. In compliance with the Disaster Recovery Act of 2018, the GRANTEE and the SUB RECIPIENT acknowledge and agree that no language in this agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations as well as the federal contract clauses addressed in Exhibit B, and certifications addressed in Exhibit C, attached, where applicable:

a. Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive

Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification (see Exhibit D attached) stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352,
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system,
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

¹ Davis Bacon Act is not applicable to this agreement.

(including but not limited to iron, aluminum, steel, cement, and other manufactured products),

- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

b. National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic,
- (7) **Energy Policy and Conservation Act** which requires the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required),
- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal

simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,

- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste,
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint,
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval, and
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibit the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges.
- (17) **8 U.S.C. § 1324a(e) [§74A(e) of the Immigration and Nationality Act]** which prohibits the awarding of publicly funded contracts to any contractor who knowingly employs unauthorized alien workers.

In compliance with item 5(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e. suspensions, debarments) on the "System for Award Management" (SAM.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a "disbarred" or "active exclusion" contractor or subcontractor.

The SUB RECIPIENT will not knowingly award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the SUB RECIPIENT considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the SUB RECIPIENT is grounds for unilateral cancellation of this Agreement by the Recipient.

7. Liability, Indemnity and Insurance

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE's employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the SUB RECIPIENT's duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT's employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

8. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

9. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any Hazard Mitigation Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

10. No Authorship Presumptions

The GRANTEE and the SUB RECIPIENT have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The GRANTEE and the SUB RECIPIENT hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

11. Address of Notices and Communications

All notices between the GRANTEE and the SUB RECIPIENT provided for pursuant to this agreement shall be in writing. The name and address of the GRANTEE's representative is:

Mr. Judd Bares, Police Jury President
Calcasieu Parish Police Jury
Post Office Box 1583
Lake Charles, Louisiana 70602

The name and address of the SUB RECIPIENT's representative is:

Honorable Mike Danahay, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the GRANTEE or the SUB RECIPIENT changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
JUDD BARES, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2025, in _____,
Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due
reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Subrecipient Name: The City of Sulphur

Subrecipient Identification Number: LW5QYD82N786

Federal Award Identification Number: DR-4559-0042-LA

Original Federal Award Date: May 22, 2024

Subaward Period of Performance (Start and End Date): July 19, 2024 – November 21, 2025

Subaward Budget Period Start Date and End Date: July 19, 2024 – November 21, 2025

Amount of Federal Funds Obligated in the subaward to the GRANTEE: \$2,962,250.00,

Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the GRANTEE, including the current financial obligation: \$1,710,00.00

Total Amount of Federal Award committed to SUBRECIPIENT by the GRANTEE by this action: \$1,710,000.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Calcasieu Parish Wide Emergency Generators Project

Name of Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Name of Pass-Through Entity and Contact Information: Calcasieu Parish Police Jury
Mr. Dane R. Bolin, Administrator
P.O. Box 1583
Lake Charles, LA 70602

Assistance Listing Number (ALN): 97.039

Identification of Whether Award is Research and Development: No

Indirect Cost Rate for Federal Award: N/A

Sulphur Locations

Exhibit E

Site Name	Address	City	Latitude/Longitude
Cypress Street S-Curve Sewer Pump Station	1304 Loretto Ave	Sulphur	30.2281, -93.3614
Forest Park Sanitary Sewer Pump Station	1005 Simone Drive	Sulphur	30.2331, -93.3381
Francis Avenue Sanitary Sewer Pump Station	905 Bernadette Dr.	Sulphur	30.2239, -93.3672
Highway 90 Sanitary Sewer Pump Station	1201 Napoleon St.	Sulphur	30.2358, -93.3878
Jodi Drive Sanitary Sewer Pump Station	50 Pinewood Dr.	Sulphur	30.2319, -93.3125
Lowe's Sanitary Sewer Pump Station	315 S. Cities Service Hwy	Sulphur	30.2189, -93.3250
Mosswood Sanitary Sewer Pump Station	1139 Mosswood Drive	Sulphur	30.2036, -93.3531
Prater Road Sanitary Sewer Pump Station	1001 Prater Rd.	Sulphur	30.2275, -93.3083
Sara Street Sanitary Sewer Pump Station	1402 Sara St.	Sulphur	30.2272, -93.3939
Starlin Sanitary Sewer Pump Station	915 Starlin St.	Sulphur	30.2211, -93.3647
Summerwood Sanitary Sewer Pump Station	245 Summerwood Dr.	Sulphur	30.2344, -93.3181
Westpoint Sanitary Sewer Pump Station	404 Michigan Ave.	Sulphur	30.2308, -93.3572
Winner's Choice Sanitary Sewer Pump Station	100 Dennis Ave.	Sulphur	30.2128, -93.3250
North Beglis Sanitary Sewer Pump Station	1719 Soybean Rd.	Sulphur	30.2500, -93.3581
Sonic Sanitary Sewer Lift Station	1998 E. Napoleon St.	Sulphur	30.2369, -93.3561

*The locations will not be changed without written approval from the GRANTOR.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO AN AGREEMENT WITH BATY LAND HOLDINGS, LLC, FOR THE USE OF PROPERTY LOCATED AT 1600 CARR LANE AND 1401 EAST NAPOLEON STREET AS A STAGING AREA DURING THE CONSTRUCTION OF THE NEW JUDICIAL CENTER AND MUNICIPAL COMPLEX LOCATED AT 1551 EAST NAPOLEON STREET.

WHEREAS, the City of Sulphur is requesting from Baty Land Holdings, LLC, to utilize property located at 1600 Carr Lane and 1401 East Napoleon Street on a temporary basis as a staging area during the construction of the new Judicial Center and Municipal Complex located at 1551 East Napoleon Street; and

WHEREAS, upon approval of this agreement, the City of Sulphur shall have the right to complete the scope of work described in the construction bid documents.

WHEREAS, upon termination of this agreement, the City of Sulphur shall return the property to its original or subsequently improved condition.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby request (subject to the scope of work attached) to enter into an agreement with Baty Land Holdings, LLC, to utilize property located at 1600 Carr Lane and 1400 East Napoleon Street on a temporary basis as a staging area during the construction of the new Judicial Center and Municipal Complex located at 1551 East Napoleon Street.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Vice-Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA

AGREEMENT

PARISH OF CALCASIEU

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE CITY OF SULPHUR, herein represented by its duly authorized Mayor Mike Danahay,

and

BATY LAND HOLDINGS, LLC, herein represented by its duly authorized owner, Burton Baty.

who declared that:

The City of Sulphur is requesting from Baty Land Holdings, LLC, to utilize the following property located at 1600 Carr Lane and 1401 East Napoleon Street as a staging area during the construction of the new Judicial Center and Municipal Complex located at 1551 East Napoleon Street:

1600 Carr Lane – Parcel #00628484

S 210 FT M/L OF-COM 192 FT W OF E/L OF SE NW 35.9.10 AND ON S/S HWY 90, TH W 128 FT S 668 FT ETC, SUBJ TO RD R/W ON S/SIDE

1401 East Napoleon Street – Parcel #00628506

LOT ON S/S OF HWY 90 DESC AS COM 128 FT W AND 643 FT S OF LINE BETWEEN SE NW AND SW NE SEC 35.9.10 S 25 FT M/L W 64 FT N 210 FT M/L E 64 FT S 185 FT TO COM SUBJ TO RD R/W ON S/S

Upon completion of the Judicial Center and Municipal Complex, the City of Sulphur shall return the property described above to its original or subsequently improved condition and it is agreed between both parties that the property shall be used for the following Scope of Work:

SCOPE OF WORK

1. Demolish and dispose of existing structure at 1600 Carr Lane
2. Remove any poles or fences along the north, south and east boundaries
3. Complete subgrade improvements as needed
4. Install aggregate base

THUS SIGNED on this _____ day of _____, 2025 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary Public, after due reading of the whole.

WITNESSES:

CITY OF SULPHUR

Print Name _____

By: _____
Mike Danahay, Mayor

Date: _____

Print Name _____

BEFORE ME: _____
NOTAY PUBLIC
(Affix Seal)

THUS SIGNED on this _____ day of _____, 2025 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary Public, after due reading of the whole.

WITNESSES:

BATY LAND HOLDINGS, LLC

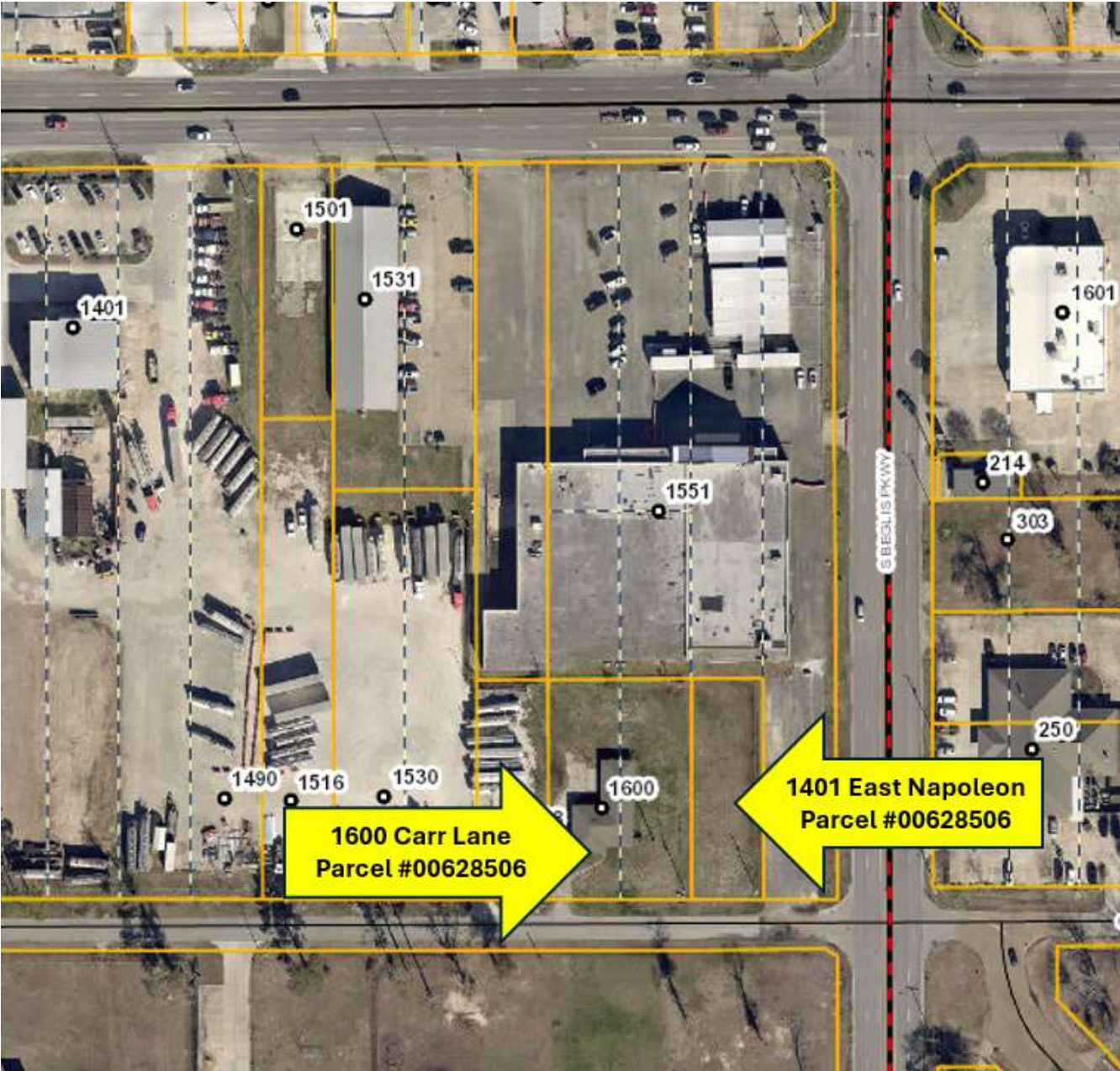
Print Name _____

By: _____
Burton Baty

Date: _____

Print Name _____

BEFORE ME: _____
NOTAY PUBLIC
(Affix Seal)







ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO
A JOINT SERVICES AGREEMENT WITH CALCASIEU
COMMUNICATIONS DISTRICT FOR DISPATCHING SERVICE TO THE
SULPHUR FIRE DEPARTMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Joint Services Agreement with Calcasieu Communications District for dispatching service to the Sulphur Fire Department so they can communicate with E-911 systems.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA :
PARISH OF CALCASIEU : JOINT SERVICE AGREEMENT

This Joint Service Agreement is entered into by and between the CALCASIEU COMMUNICATIONS DISTRICT ("COMMUNICATIONS DISTRICT") herein represented by its duly authorized Executive Director, Richard J. McGuire appearing herein pursuant to a Resolution hereunto attached and made a part hereof; The SULPHUR FIRE DEPARTMENT, Calcasieu Parish, Louisiana ("SULPHUR FIRE DEPARTMENT"), herein represented by Mike Danahay, Mayor, appearing herein pursuant to the attached Resolution adopted by the Board of Commissioners, for the following consideration, and subject to the following conditions, the parties do hereby contract as follows:

1.

The COMMUNICATIONS DISTRICT shall provide dispatching service to the *Sulphur Fire Department*. The Calcasieu Parish Communications District maintains control over its personnel; the *Sulphur Fire Department* maintains control over its personnel; any issues will be handled by standard agency complaint protocols.

2.

The *Sulphur Fire Department* shall remit to the COMMUNICATIONS DISTRICT, Thirty-one thousand two dollars (\$31,002.00) per year for this dispatch service.

The initial term shall be one (1) year. This Agreement shall be renewed on an annual basis, unless written notice of cancellation is given at least thirty (30) days prior to the anniversary date.

The commencement and/or anniversary date is January 1, 2026.

3.

The *Sulphur Fire Department* agrees to purchase and install, at its own expense, all equipment necessary to enable the *Sulphur Fire Department* to communicate with E-911 Systems.

4.

The *Sulphur Fire Department* shall secure and maintain a maintenance/service contract for service on their communications equipment installed at the

Sulphur Fire Department authorizes the COMMUNICATIONS DISTRICT to order emergency maintenance on the *Sulphur Fire Department* communications equipment when necessary to keep the *Sulphur Fire Department* communications equipment functioning.

Sulphur Fire Department agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless for any claim that may arise out of or result from the COMMUNICATION DISTRICT'S operations under this Agreement.

WITNESSES: CALCASIEU COMMUNICATIONS DISTRICT

NOTARY PUBLIC

WITNESSES: SULPHUR FIRE DEPARTMENT

NOTARY PUBLIC

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH SHERIFF’S OFFICE TO ASSIST IN THE COLLECTION OF ITS AD VALOREM TAXES FOR THE TAX YEAR 2025.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, the City agrees to reimburse Calcasieu Parish Sheriff’s Office for the cost of providing tax collection assistance in an amount of \$36,000.00, with said payment being due before January 31, 2026.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Sheriff’s Office to assist in the collection of its ad valorem taxes for the tax year 2025.

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o’clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**AGREEMENT BETWEEN
CALCASIEU PARISH SHERIFF'S OFFICE
AND
CITY OF SULPHUR**

1. *PURPOSE.* This agreement is entered into for the specific purpose of assisting the City of Sulphur in the collection of its ad valorem taxes.
2. *AUTHORITY.* LA R.S. 33:1321 et. seq., grants to political subdivisions the right to enter into joint service agreements with other political subdivisions with respect to the discharge of their respective responsibilities.
3. *AGREEMENT.* As a cooperative effort between the **CITY OF SULPHUR** ("CITY") and the **CALCASIEU PARISH SHERIFF'S OFFICE** ("CPSO"), in an attempt to assist the CITY in the collection of its ad valorem taxes for the tax year 2025, the following agreement is made:

A. CITY agrees to:

- (1) Reimburse CPSO for the cost of providing tax collection assistance in an amount of \$36,000.00, with said payment being due before January 31, 2026;
- (2) Indemnify and hold harmless CPSO regarding any claims or damages arising out of this agreement. CITY shall have no obligation to indemnify and hold harmless CPSO for damages arising from the intentional or grossly negligent acts or omissions on the part of any CPSO employee;
- (3) Continue to pay the Assessor for furnishing the tax roll;
- (4) For the purposes of this agreement only, appoint CPSO as the agent for the Director of Finance for CITY with full authority to execute and sign redemption certificates, termination certificates, extinguishment certificates, tax sale certificates, and tax lien certificates for the tax year subject to this agreement as well as previous years.

B. CPSO agrees to:

- (1) Attempt to collect the ad valorem taxes and grass liens due CITY and its subdivisions, including, but not limited to taxes, interest, and penalties and to dedicate a sufficient amount of resources and personnel toward the collection of the amounts due, as described herein, as quickly and effectively as reasonably possible;
- (2) To act as an agent for the Director of Finance of CITY, consistent with the authority granted herein, and to provide said Director with a print out of the payments and uncollected assessments at the close of the tax year;
- (3) CPSO agrees to issue a combined notice with city and parish taxes itemized, with a total for all taxes due listed. The cost associated with postage and/or mailing of the notices shall be the responsibility of CPSO. The goal will be to mail the notice in the first week in November, but this date is subject to change depending when the tax rolls are filed by the assessor's office.
- (4) All funds collected on behalf of CITY and/or its' subdivisions shall be distributed to CITY by the 10th of the month following the collection. Said payment shall be accompanied by a report itemizing the collections for each taxing district. In the interim, all collections will be invested by CPSO in insured or collateralized interest bearing bank accounts or invested in other authorized instruments, in accordance with applicable

state law. Prior to September 30, 2026, CPSO shall remit to CITY all interest earned on city tax collections for this tax year.

- (5) At no further cost to CITY, CPSO will handle all taxpayer inquiries related to assessments, coordinate problems with the tax assessor, send certified delinquent obligation notices on real and personal property taxes on or about the 20th of March 2026, and provide all legal advertising required for tax lien auctions. All done with the understanding that whenever possible these tasks and/or notices shall be provided in a combined form with the parish.
- (6) Tax lien auctions on all delinquent statutory impositions on real property shall be conducted annually by CPSO, if possible, prior to July 31, 2026, on behalf of CITY and Parish combined. In situations where there are no bids on a piece of property, CPSO will file a tax lien certificate for Parish and CITY jointly with each having an interest based on the percentage of the taxes owed. Tax liens on personal property will be seized and sold at judicial sales without benefit of extinguishment for city and parish taxes.
- (7) CPSO will attempt to collect amounts due CITY in accordance with the laws of the State of Louisiana.

The term of this Agreement shall be for the collection of one (1) year of ad valorem taxes, commencing the date it is signed by representatives of both parties.

Signed in Lake Charles, Louisiana before the following witnesses on this ____ day of _____ 2025.

WITNESSES:

CALCASIEU PARISH SHERIFF’S OFFICE

By: _____

Print Name: _____ Gary “Stitch” Guillory, Sheriff

Print Name: _____

Signed in Sulphur, Louisiana before the following witnesses on this ____ day of _____ 2025.

WITNESSES:

CITY OF SULPHUR

By: _____

Print Name: _____, Mayor

Print Name: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A BUY/SELL AGREEMENT WITH KRAUSE & MANAGAN LUMBER COMPANY, LLC AND AUTHORIZING THE ACQUISITION FOR PROPERTY LOCATED ON HWY. 90 WEST, WEST OF KIM STREET – PARCEL #00152188.

WHEREAS, the City of Sulphur desires to purchase property from Krause & Managan Lumber Company, LLC for property located on Hwy. 90 West, west of Kim Street - Parcel #00152188; and

WHEREAS, the purchase price shall be Nine Thousand One Hundred and no/100 per acre according to the survey not to exceed the appraised value.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Mike Danahay is hereby authorized and empowered to purchase said property for Nine Thousand One Hundred and no/100 per acre according to the survey not to exceed the appraised value; that it does hereby appropriate that sum for the aforesaid purchase; and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on Monday, December 8, 2025 for property fully described as follows:

EXHIBIT A ATTACHED

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AGREEMENT TO BUY AND SELL

BE IT KNOWN, before us, Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

KRAUSE & MANAGAN LUMBER COMPANY, LLC TIN XX-XXX____, a Louisiana limited liability company, represented herein by its duly authorized President and Manager, William T. Hays whose current mailing address is 1900 North Beglis Pkwy., Sulphur, LA., 70663(hereinafter collectively referred to as "Seller");

and

CITY OF SULPHUR, LOUISIANA, whose mailing address is 101 N. Huntington Street, Sulphur, Louisiana 70663 (hereinafter referred to as "Purchaser");

who entered into the following agreement:

1. Agreement of Purchase and Sale: For good and valuable consideration, the receipt and sufficiency of which are acknowledged and in further consideration of the mutual covenants contained in this agreement, Seller agrees to sell and Purchaser agrees to buy the property described on Exhibit "A" attached to and made a part of this agreement ("Property" being approximately 17 acres) together with all the rights, ways, privileges, servitudes, appurtenances, and advantages belonging, or in any way appertaining to the property, in its present condition upon the terms and provisions contained in this agreement.

2. Purchase Price: The consideration of this transfer shall be a total of Nine Thousand One Hundred and no/100 Dollars (\$9,100.00) per acre ("Purchase Price") payable at closing and with the acreage to be determined by survey.

3. Minerals: Seller, and each of them, expressly reserve and except to themselves all of the oil, gas and minerals in, on and under the Property with the exception of underground water or any other minerals which may be produced as a result of production of underground water. This exception to the reservation is based on the Purchaser's intent to produce underground water from wells on the subject property. Seller, and each of them, declares that any operation or production of oil, gas and the reserved minerals from the Property relating to or from any type of unit, regardless of whether such unit is a conventional, declared or compulsory unit, which includes all or a

part of the Property interrupts prescription as to the entirety of the contiguous tract of the Property from which the operation or production relate, regardless of whether the operation or production relates to or is from a well situated on the Property or not, and this interruption of prescription shall apply to all rights and through the entire horizontal and vertical extent of the contiguous tract regardless of the location of the well and regardless of whether all or only a part of the Property is included in the unit. Seller waives the right to use the surface of the Property.

4. Survey: Purchaser shall obtain, at Purchaser's cost and expense, a survey ("Survey") of the Property. Seller is not obligated to accept legal descriptions of the Property set forth on the Survey unless Seller approves the Survey in writing prior to the Closing. If Seller has approved the Survey prior to Closing, legal descriptions on the approved Survey may be used in the Deed conveying the Property to Purchaser.

5. Title: If title to the Property is merchantable in accordance with this agreement, the sale shall be closed within 180 days from date of execution of this agreement by the last party to do so. If title to all or portions of the Property is defective, Seller shall have 30 days from notice by Purchaser of the defect(s) to remedy same at Seller's expense and shall use every reasonable effort to do so. If Seller elects not to cure the defect(s) or if they cannot be cured, Purchaser may, at Purchaser's option, accept the Property with such exceptions existing or may remove from this agreement those portions of the Property to which the title defects are not cured. Purchaser has a period of three business days after notice from Seller that the objections cannot or will not be cured within which to make its election, and Purchaser shall give Seller written notice of its election within the three business day period. If Purchaser does not give notice to Seller, Purchaser accepts Seller's title as then existing and the parties shall proceed to Closing as to all of the Property.

5.a. Inspection Period: It is understood and agreed that during the ninety (90) days after execution by the last party to execute this Agreement to Purchase and Sell, Purchaser shall have reasonable access to the property and may conduct, at Purchaser's sole cost and expense, and with Seller's written consent not to be unreasonably withheld, non-destructive inspections with respect to the property as

Purchaser deems necessary; and it is agreed that Purchaser shall defend, indemnify, and hold Seller harmless from any and all claims, demands, or cause of action and liabilities and damages incurred in relation to or in any manner arising out of Purchaser's inspections or other entry into the property. Purchaser may, at its own expense, choose to conduct a Phase I Environmental Survey and upon additional prior written consent by Seller, other environmental surveys as it may deem necessary during the Ninety (90) day period.

Seller agrees that in the event Purchaser determines (such determination to be made in Purchaser's sole and absolute discretion) that the Property is not suitable for its purposes, or Purchaser determines, for any or for no reason whatsoever, not to proceed with the purchase of the Property, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period. If Purchaser does not give written notice to Seller on or before the last day of the Inspection Period, this Agreement shall remain binding and in full force and effect.

6. Closing:

(A) Possession of the Property will be delivered to Purchaser at Closing.

(B) At Closing, Purchaser shall deliver to Seller the Purchase Price.

(C) At Closing, Seller shall deliver to Purchaser a warranty deed to be recorded at Purchaser's expense conveying good and merchantable title to the Property subject to the following: (a) existing easements for public roads and highways, public utilities, railroads, and pipelines; (b) reservations or conveyances of oil, gas, and/or other minerals; (c) easements, covenants, rights-of-way, restrictions, or reservations which may appear on record in the office of the Calcasieu Parish Clerk of Court where the Property is located; (d) portions of the Property lying within the boundary of a road or roadway; and (e) discrepancies, conflicts or shortages in the area of boundary recitations which a survey of the Property would reflect.

(D) The following shall be considered as permitted exceptions to Seller's title:

(a) liens for real estate taxes that are not yet due and payable at the time of the Closing;

(b) liens, mortgages or other encumbrances that may be discharged out of the

Purchase Price payable to Seller; and (c) all other matters appearing of record as of the Closing to which Purchaser does not object in writing before the Closing.

(E) Seller must pay: (a) fees of its counsel representing it in connection with this transaction and (b) costs of discharging or releasing any liens, mortgages or other encumbrances on the Property, including without limitation recordation fees for the filing of any documents evidencing such releases.

(F) Purchaser must pay: (a) fees of its counsel representing it in connection with this transaction; (b) costs of the survey, abstract, title commitment and title policy, if obtained; (c) costs of all inspections, including all environmental assessments; (d) costs of recording the Act of Cash Sale conveying the Property to Purchaser and any transfer tax, documentary stamp tax or similar tax that becomes payable by reason of the transfer of the Property; (e) cost of any necessary abstract; and (f) all other closing costs.

(G) Real estate taxes and other assessments for the Property shall be prorated as of the date of the Closing. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. There will be no post-Closing adjustments to the tax proration. This provision shall survive the Closing.

7. Deed Provisions: The act of sale shall contain the following provisions, or provisions containing language to the same effect:

The Purchaser acknowledges that, before executing this transfer, Purchaser had ample opportunity to examine and inspect the Property, and the consideration of this transfer was determined and agreed upon only after Purchaser had fully and completely inspected the Property to determine fitness and soundness. It is expressly agreed that the Property and all improvements and component parts, and all other items located thereon, are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, except as set forth herein, even as to the metes and bounds, zoning, operation, or suitability of the property for the Purchaser's intended use, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the Purchase Price by reason of any such defects. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price

or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive. It is understood and agreed by Seller and Purchaser that this clause shall be made a part of and included in the Act of Sale.

8. Default Remedies:

(A) If Purchaser breaches this agreement, except in the case of Seller's prior default, Seller may enforce specific performance.

(B) If Seller breaches this agreement, except in the case of Purchaser's default or termination of this agreement pursuant to its terms, Purchaser may enforce specific performance or terminate this agreement by written notice to Seller as its sole and exclusive remedy.

9. Assignment: Neither Seller nor Purchaser may assign its rights under this agreement without the prior written consent of the other party, which consent may be withheld in the other party's sole and unlimited discretion, except for an accommodation of a 1031 Tax Free Exchange, which may be required under Federal and/or State regulation.

10. Miscellaneous:

(A) This agreement is governed by and construed in accordance with the laws of Louisiana.

(B) This agreement binds and inures to the benefit of the permitted successors and assigns of the parties to this Agreement.

(C) Each party agrees that it will, without further consideration, execute and deliver other documents and instruments and take other action, whether prior or subsequent to the Closing, that may be reasonably requested by the other party to consummate the purposes or subject matter of this Agreement.

(D) This agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Purchaser and Seller only and are not for the benefit of any third party. No third party has the right to enforce the provisions of this agreement or of the documents to be executed and delivered at the Closing.

(E) All notices and other communications required or permitted hereunder

must be in writing and are deemed delivered upon receipt if hand-delivered or whether received or not, upon deposit in a regularly maintained receptacle for the United States mail, by certified mail, postage prepaid, return receipt requested, at the above addresses.

(F) Time is of the essence of this agreement.

(G) This agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended only in writing.

(H) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(J) Prior to the closing of this transaction, Seller may cause mineral deeds relating to the Property and/or acknowledgments and/or interruptions of prescription relating to mineral servitudes burdening the property to be filed of public record. While Seller intends to continue to conduct business in the ordinary course of business, except for the mineral/mineral servitude situation identified above, Seller will not cause or permit any new or additional burdens to be placed on the property. Notwithstanding, prior to closing, Seller retains the right to remove anything from the property that Seller wishes to remove, including but not limited to building materials from existing structures or otherwise on the property.

(K) This agreement is contingent upon City of Sulphur City Council Approval. If the City of Sulphur City Council does not pass an ordinance authorizing this purchase, the agreement is null and void. The Mayor's signature on this document is to confirm his intent to present this to the City of Sulphur City Council within the Inspection Period and the City of Sulphur is authorized to begin due diligence pending City Council approval.

(L) This agreement is also contingent upon appraisal being equal to or exceeding the purchase price. The Purchaser shall order an appraisal during the Inspection Period. If the appraisal is less than the Purchase Price this agreement is null and void unless the Seller reduces said Purchase Price at Seller's option.

THUS DONE AND SIGNED, on this ____ day of _____, 2025.

KRAUSE & MANAGAN LUMBER COMPANY, LLC, SELLER

BY: _____
William T. Hays, President and Manager

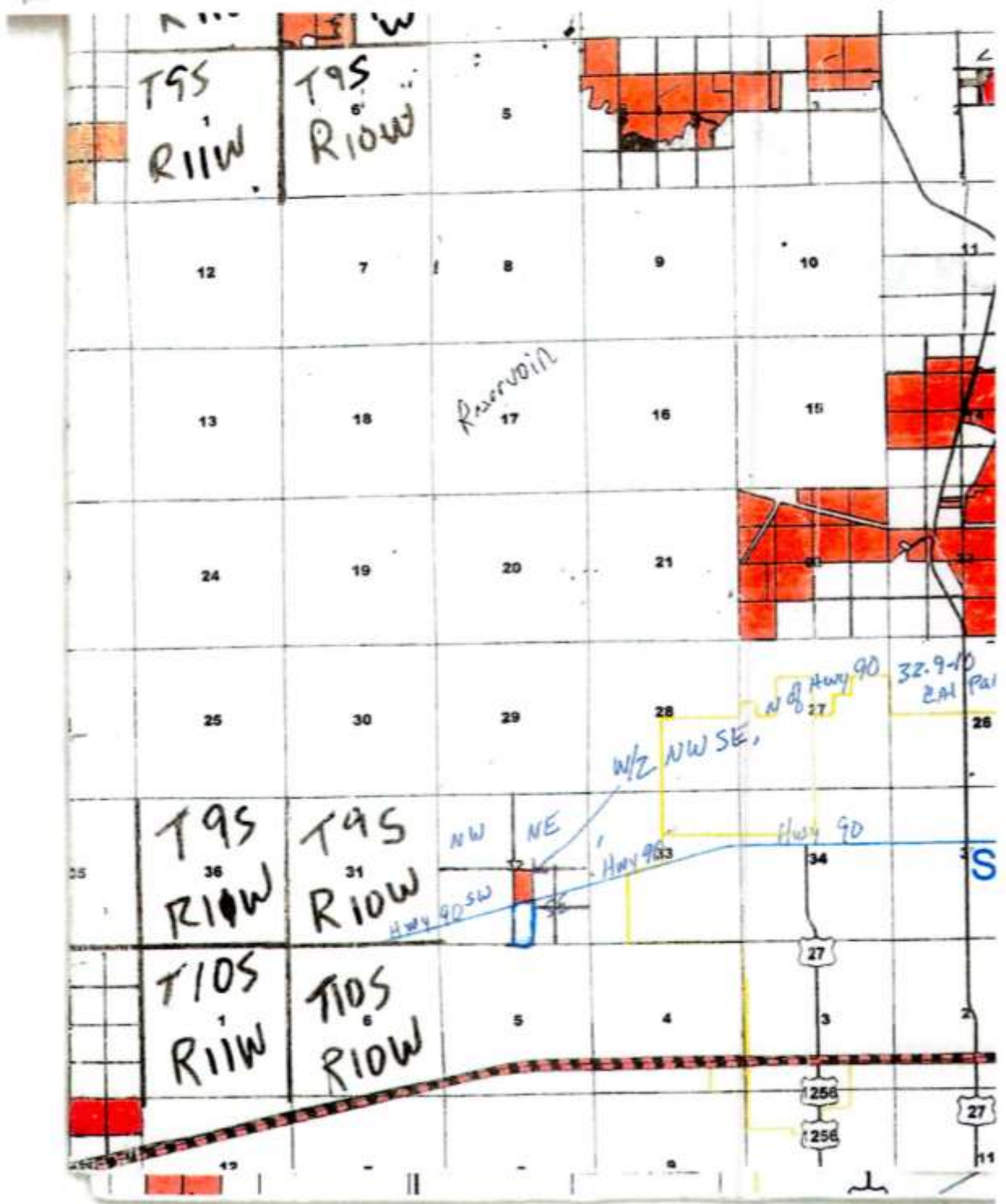
THUS DONE AND SIGNED, on this ____ day of _____, 2025.

PURCHASER:
CITY OF SULPHUR, LOUISIANA

Exhibit "A"

That portion of the West half of Northwest quarter of Southeast quarter of Section 32, Township 9 South, Range 10 West, North of Highway 90.

See map below.





ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SULPHUR AND LAKE CHARLES METHANOL II, LLC, FOR PROPERTY LOCATED ADJACENT TO WASTEWATER TREATMENT FACILITY PURSUANT TO LA R.S. 33:4712.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to execute a Lease Agreement between the City of Sulphur and Lake Charles Methanol II, LLC, (See Exhibit “A”) for property located adjacent to Wastewater Treatment Facility more fully described as follows, to-wit:

To be surveyed to determine exact description and acreage (See Exhibit “B”).

(Hereinafter sometimes referred to as the “Property”)

BE IT FURTHER ORDAINED that the Property is not needed for public purposes as confirmed in the letter from Meyer & Associates, Inc. (See Exhibit “C”)

BE IT FURTHER ORDAINED that Lake Charles Methanol II shall pay to the City of Sulphur \$30,000.00/acre/year. The sum of the 2 lease sites is approximately 2.73 acres which totals approximately \$81,900.00/year. Additionally, the property shall not be leased for less than the appraised value as confirmed in the letter from Certified Appraiser Pete Pauley. (See Exhibit “D”).

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Exhibit “A”

LEASE AGREEMENT

BE IT KNOWN, that on the dates, at the places, and before the undersigned Notaries Public, duly commissioned and qualified in and for the respective jurisdictions as hereinafter set forth, and in the presence of the subscribing witnesses, personally appeared: **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor, by virtue of a resolution attached hereto and made a part hereof (“Lessor”), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative (“Lessee”), who did hereby declare as follows, to-wit:

RECITALS

WHEREAS, Lessor is the owner of certain immovable property located in Calcasieu Parish, Louisiana, and being more particularly described on Exhibit “1” attached hereto (the “Leased Premises”);

WHEREAS, Lessee intends to construct a natural gas to methanol facility (the “Facility”) on certain property to be leased by Lessee from the Lake Charles Harbor & Terminal District (the “Facility Site”);

WHEREAS, Lessee is desirous of leasing the Leased Premises for construction equipment laydown and storage, parking facilities and road access to the Facility Site;

WHEREAS, Lessee wishes to lease the Leased Premises from Lessor for construction equipment laydown and storage in connection with the construction of the Facility, parking for construction and operations and maintenance personnel and for purposes of constructing a road to access the Facility Site in accordance with the terms and conditions of this Lease Agreement (the “Lease”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.01. Leased Premises and Term.

A. Lease. Lessee is in the process of developing the Facility and is seeking equity and debt financing for the Facility, and if and to the extent that Lessee obtains the requisite financing for the Facility (the “Financial Closing Date”), Lessee desires to lease the Leased Premises pursuant to this Lease. Subject to the occurrence of the Financial Closing Date, Lessor hereby leases to Lessee the Leased Premises for the foregoing purposes in accordance with the terms and provisions provided herein.

B. Initial Term. The initial term of this Lease shall commence on the Financial Closing Date (the “Commencement Date”) and shall remain in full force and effect for a term of forty (40) years after the Commencement Date (the “Initial Term”); *provided* that if the Commencement Date is not the first day of a calendar month, the Initial Term shall extend to 11:59 p.m. on the fortieth (40th) anniversary of the last day of the month in which the Commencement Date occurs.

C. Option. Lessor hereby also grants unto Lessee the option to renew this Lease for up to two (2) additional ten (10) year terms (collectively, the “Option Terms”); the first of said Option Terms commencing upon the expiration of the Initial Term and extending for a period of ten (10) years thereafter (hereinafter referred to as “First Option Term”), and the second of said Option Terms commencing upon the expiration of the First Option Term for a period of ten (10) years (hereinafter referred to as “Second Option Term”). The Initial Term and Option Terms shall hereinafter collectively be referred to as the “Term.” The option to extend this Lease as set forth above must be exercised in each case, if at all, by written notice from Lessee to Lessor on or before the date that is twelve months (12) prior to the expiration of the then-current lease term. Failure to timely exercise the First Option Term shall automatically terminate the right of Lessee to exercise its option in any subsequent lease term. All the terms and conditions of this Lease

shall be applicable to the First Option Term and the Second Option Term, if any, and the rental shall be determined in accordance with the provisions outlined in Exhibit "2" attached hereto and made a part hereof.

ARTICLE II. RENT, TAXES, AND UTILITY EXPENSES

2.01. Rent

A. Throughout the Term, the consideration for the execution of this Lease shall be payment by Lessee to Lessor of rent in an amount equal to one-twelfth (1/12th) of the Annual Rental (as determined in accordance with Paragraph C. below) (the "Rent").

B. The Rent shall be due and payable on the Commencement Date and the first day of each full month of the Term thereafter; *provided, however*, that the Rent shall be prorated for the first month if the Commencement Date occurs on any day other than the first day of the month. Should the first (1st) day of the month fall on a weekend or legal holiday, Lessor agrees that rental payments are considered timely on the first (1st) business day thereafter. All payments made by Lessee to Lessor under the terms of this Lease shall be by wire or ACH transfer to the following account: *[insert account information]*.

C. The "Annual Rental" for purposes of this Lease for each of the first five (5) years of the Initial Term shall be \$[30,000.00 x acreage = \$XX]. Thereafter, the Annual Rental shall be increased for each subsequent five (5) year period of the Initial Term and any Option Term commencing as of the first day of each subsequent five (5) year period by an amount determined using the formula set forth below. The amount of the increase will be determined by multiplying the then current Annual Rental of \$[XXXXX] by the percent of change in the most recently published U.S. Department of Labor, All-Urban Consumer Price Index (CPI-U), all items, not to exceed an aggregate ten percent (10%) in any five (5) year period. The percent change will be computed by comparing the index figure published for the month prior to each fifth (5th) year anniversary date with the same month of the fifth (5th) preceding year. For example, if the Commencement Date is June 1, 2026, the adjustment for the Annual Rental for the subsequent five (5) year period commencing on June 1, 2031 shall be calculated using the index published for the most recent month available prior to June 1, 2026 and comparing it to the index published for the same month of the year 2031, subject to the aggregate ten (10%) percent cap. The index to be used will be the most recently published U.S. Department of Labor, Consumer Price Index for All Urban Consumers (CPI-U), all items figure, (U.S. City Average (1982-84 = 100)), published by the Bureau of Labor Statistics or any successor index published by the Department of Labor. The Annual Rental shall never decrease in accordance with the above formula and shall never be less than the amount of the Annual Rental for the first five (5) years in the Initial Term and, in no event, shall the Annual Rental as periodically adjusted, be less than the applicable Annual Rental paid in the previous year.

2.02. Taxes and Utility Expenses

A. This Lease is a net lease and it is agreed and intended that Lessee shall pay or cause to be paid all operating costs relating to the improvements, if any on the Leased Premises, including all of the following expenses, to-wit: (a) all personal property taxes and assessments on the improvements to be constructed on the Leased Premises, including taxes on inventory, or on the Lessee's Improvements (as hereinafter defined), (b) water and sewer rents, charges for public utilities, governmental excises, levies, license, impact, and permit fees related to the improvements to be constructed on the Leased Premises, and (c) other governmental charges which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon or become due and payable in respect of or become a lien on the Lessee Improvements or any part thereof or any appurtenance thereto (collectively, the "Impositions"); *provided, however*, that Lessor shall remain responsible for any and all real estate taxes for the Leased Premises. Lessee shall promptly remit to each applicable governmental authority any such Impositions, unless Lessee shall in good faith, with due diligence, and by appropriate judicial or administrative proceedings, contest the validity, applicability, or amount thereof. Lessee shall give Lessor at least ten (10) days' prior written notice of Lessee's intent to contest such Imposition and any such contest shall be at Lessee's sole cost and expense.

B. Lessee shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, and other utility services to the Leased Premises; *provided, however*, Lessor

shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements and/or rights of way required by Lessee for such utility connections or other required third party rights at the sole expense of Lessee.

ARTICLE III. GENERAL RIGHTS AND OBLIGATIONS

3.01. Permitted Use

A. The Leased Premises shall be used by Lessee during the Term hereof for construction equipment laydown and storage, parking facilities and road access needed with respect to the construction, installation, operation, maintenance, improvement, repair, restoration and/or replacement of the Facility or any Lessee Improvements (as defined below), together with any and all other related or associated uses (collectively, the "Permitted Uses"). Without limiting the foregoing, Lessee shall have the right to construct, maintain and operate any of the following improvements on the Leased Premises, to-wit: (i) to remove existing trees and other landscaping, (ii) to grade and otherwise level the ground, (iii) to lay, deposit and compact gravel, concrete, dirt soil or other similar material, (iv) to construct and improve drainage facilities and drainage related structures and erosion control facilities, (v) to construct, maintain and operate buildings, structures or other improvements, (vi) to construct maintain and operate fencing, lighting and other associated improvements, (vii) to construct, maintain and operate improvements for a general construction and equipment laydown area, (viii) to construct, maintain and operate any and all utilities, roads, access routes, and parking lots for vehicular and equipment storage and parking and access to other adjacent areas to be developed by Lessee; and (ix) to construct, maintain and operate any other signs, equipment, systems, structures, immovable fixtures and improvements comprising the Facility related to or associated with the Permitted Uses (collectively, any such improvements made by Lessee shall be referred to herein as the "Lessee Improvements"). Lessee shall not use the Leased Premises for any other purposes aside from the Permitted Uses without the consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Lessee shall not do, bring or keep anything in or about the Leased Premises that is illegal, unlawful or prohibited by any and all present and future laws, ordinances, orders, rules and regulations of all federal, state, parish, and municipal governments, departments, commissions, or offices, in each case having applicable jurisdiction over the Leased Premises, Lessor or Lessee (collectively, "Applicable Law").

3.02. Construction, Alterations and Maintenance

A. Lessor and Lessee acknowledge that Lessee is accepting the Leased Premises in its current condition as of the Commencement Date and that, except as expressly provided herein, Lessor shall have no construction or repair obligations related to the Leased Premises and all such construction and buildout shall be at Lessee's sole cost and expense.

B. Lessee, or its third party contractor (the "Contractor"), shall be solely responsible for constructing and maintaining the Lessee Improvements during the Term. All Lessee Improvements to be installed on the Leased Premises shall be completed by parties who are duly licensed in the State of Louisiana to perform such installation and Lessee and/or the Contractor, as applicable, shall perform, supervise and administer the construction of any Lessee Improvements in accordance with this Lease.

C. Lessee shall be solely responsible for obtaining all permits, licenses and other governmental approvals necessary related to its activities on the Leased Premises; *provided, however*, that Lessor agrees to reasonably cooperate with Lessee and with said governmental entities in order to obtain all necessary permits, licenses, variances and approvals in a timely manner, including Lessor's execution and delivery of permit applications and other paperwork to the extent required.

D. In the event any mechanic's and materialman's liens or any other similar liens (any such lien being referred to herein as a "M&M Lien") are filed against the Leased Premises as a result of Lessee's or Contractor's activities thereon, Lessee or Contractor, as applicable, shall, within sixty (60) days of the filing of any such lien, use commercially reasonable measures available in order to obtain a cancellation of the M&M Liens as to the Leased Premises.

3.03. Access by Lessor

Lessor and its authorized representatives shall have the right to enter the Leased Premises to inspect same for the purpose of: (a) addressing any necessary safety concerns; and (b) determining whether the Leased Premises are in good condition and whether Lessee is complying with its obligations under this Lease. Except in cases of emergency, Lessor shall limit its access to the Leased Premises during the period from 8:00 a.m. to 5:00 p.m. on weekdays, and Lessor shall provide Lessee with at least forty-eight (48) hours' prior written notice of such inspection. Lessor shall further conduct its activities on the Leased Premises (i) in a reasonable manner in order to minimize the possible inconvenience, annoyance, or disturbance to Lessee, and (ii) subject to any reasonable health, safety, security and operating rules and regulations of Lessee while Lessor is located on the Leased Premises.

3.04. Estoppel Certificates

Within ten (10) days after any request, each party agrees to deliver to the other party, a certificate, in recordable form, certifying to the terms of this Lease, the time periods through which Rent has been paid, that this Lease is in full force and effect, that there are no defaults, defenses or offsets thereto, or stating those claimed by Lessee, and such other terms as each party or their respective lenders may reasonably request.

3.05. Assignments or Sublease

A. Except as otherwise provided herein, this Lease, and the rights herein granted to Lessee, may not be assigned, in whole or in part, without the express prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor acknowledges and agrees that this Lease may be assigned or collaterally mortgaged to various parties, Mortgagee, or a collateral agent acting for such parties, providing financing to Lessee with respect to the Facility and the Lessee Improvements as provided in this Lease.

B. Notwithstanding anything contained herein to the contrary, Lessee has the right to assign this Lease or sublet the Leased Premises, in whole or in part, without Lessor's consent: (i) to any entity which is a subsidiary, affiliate or parent of Lessee, (ii) to any corporation or other entity with which Lessee may merge or consolidate, (iii) to any person, corporation or other entity who acquires all or substantially all of Lessee's securities or assets, and (iv) to any Mortgagee (as defined herein).

3.06. Warranty

A. Lessor hereby represents and warrants to Lessee that (i) it has good and merchantable title to the Leased Premises, free and clear of all encumbrances and liens, (ii) that Lessee shall have quiet possession of the Leased Premises for the entire Term, (iii) that to the best of its knowledge, there exists no Hazardous Substances on the Leased Premises, (iv) that to the best of its knowledge, no physical, environmental or other condition on the Leased Premises that would prohibit or materially affect Lessee's Permitted Uses or the rights granted in this Lease, (v) that it is authorized under its own governing agreements and Applicable Law to enter into this Lease without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under Applicable Law which Lessor affirms and attests are inapplicable to this Lease, (vi) the provisions of this Lease do not conflict with or violate any existing agreements between Lessor and any third parties, and (vii) Lessor will deliver the Leased Premises free of all tenants, occupants, and other third parties.

B. Lessee warrants and represents that it accepts the Leased Premises, without any representation or warranty by Lessor whatever as to the condition of the Leased Premises and, except as expressly provided in this Lease to the contrary, Lessor shall not be responsible for the condition of the Leased Premises. Lessor makes no covenant, representation or warranty as to the suitability of the Leased Premises for any purpose or use whatsoever or as to the physical condition, except as is expressly provided in this Lease to the contrary. Lessee acknowledges that it has inspected the Leased Premises, observed its physical characteristics, determined its compliance with requirements imposed by any governmental agency having jurisdiction over the Leased Premises, and examined its existing conditions and has had the opportunity to conduct

such investigation and study on and of the Leased Premises as it deems necessary for its intended use and occupancy under this Lease.

3.07. Surrender of the Leased Premises

Upon the termination of the Lease, Lessee is obligated to and shall surrender possession of the Leased Premises, including any and all of the immovable Lessee Improvements, to Lessor. Thereafter, and within six (6) months of termination of the Lease, Lessee shall, or shall cause the Contractor to, remove from the Leased Premises on or prior to such expiration or earlier termination of the Term all movable Lessee Improvements and other personal property which are owned by Lessee, Contractor and/or third parties other than Lessor, and Lessee at its expense shall, on or prior to such expiration or earlier termination of the Term, repair any damage caused by such removal. For the avoidance of doubt, Lessee shall not be obligated to restore the Leased Premises to the same or similar condition as the Leased Premises were as of the Commencement Date and Lessor acknowledges that the Leased Premises shall be surrendered and accepted by Lessor with all immovable Lessee Improvements which shall thereafter vest with Lessor.

ARTICLE IV. INSURANCE

A. Lessee shall obtain and maintain in full force and effect the following: (i) commercial general liability insurance, such insurance to insure against liability for bodily injury and death and for property damage occurring in, on or about the Leased Premises, with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$1,000,000 for damages to property, \$5,000 medical payments and all coverage shall not contain a deductible to exceed \$5,000; and (ii) workmen's compensation as required by law providing statutory benefits for all persons employed by Lessee in connection with the Leased Premises.

B. Lessee shall furnish Lessor with a certificate of insurance for each required policy and the general liability policy shall also name Lessor as an additional insured. Further, such insurance shall be deemed primary insurance as to Lessor's insurance. All insurance that Lessee shall be required to secure and maintain pursuant to this Lease shall be underwritten by insurance companies that are licensed or authorized to do business in and shall be in good standing with the State of Louisiana.

C. Lessee may, but shall not be obligated to, elect to be self-insured for any insurance requirements provided in this Lease subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed.

D. As a part of the consideration of this Lease, each party hereby releases the other from all liability for damage due to any act or neglect of the other party which is the result of fire or other casualty to the extent covered by any insurance policy; *provided, however*, the releases herein contained shall not affect the rights of either party under this Lease to be paid insurance proceeds received by the other or apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents or employees; and *provided further*, nothing in this paragraph shall be interpreted as or have the effect of relieving or modifying any obligation of any insurance company and shall be void if and to the extent it would have such effect.

ARTICLE V. THIRD PARTY RIGHTS AND LEASEHOLD MORTGAGES

A. Lessee shall be permitted to grant licenses, easements, rights of way and such other rights and encumbrances in respect of the Leased Premises and this Lease to third parties as may be required from time to time in connection with the development, construction and operation of the Facility; *provided*, that the grantee of any such license, easement, right of way or other encumbrance shall agree in writing to be bound by any applicable terms and conditions of this Lease with respect to the license, easement, right of way or other encumbrance as if it were Lessee hereunder with respect to the property covered by such license, easement, right of way or other encumbrance. Lessee shall be permitted to provide copies of this Lease to any proposed grantee in connection with the foregoing right.

B. Lessor acknowledges that this Lease Agreement and all of Lessee's rights and interests hereunder and in the Leased Premises (including the Lessee Improvements) may be mortgaged, encumbered or subjected to a security interest without Lessor's consent. Without limiting the generality of the foregoing, Lessor hereby specifically acknowledges and consents to

any mortgage or other similar encumbrance encumbering Lessee's rights and interests in and under this Lease and the Lessee Improvements and all renewals, modifications, consolidations, replacements and extensions of any such mortgage (each, a "Leasehold Mortgage"). The parties intend that any new lease executed pursuant to this Lease (a "New Lease") and all Leasehold Mortgages, shall be prior to all other mortgages or other lien instruments encumbering the leasehold interest in the Leased Premises, which shall be taken subject to, and automatically subordinated to, such New Lease and future Leasehold Mortgages.

C. Lessor agrees that it shall execute such agreements, estoppels and certificates with the holder or prospective holder of any Leasehold Mortgage (individually and/or collectively, a "Mortgagee") as Lessee or such Mortgagee may from time to time reasonably require.

D. No modifications to this Lease made after Lessor has received notice of any Mortgagee shall be effective unless the same are first approved in writing in each instance by each such Mortgagee.

E. Lessor shall give to each Mortgagee a copy of all notices pertaining to this Lease, including all notices regarding any alleged default under this Lease, the termination of this Lease or any demand to remedy any claimed default. Such notices shall be given in writing simultaneously with the notices given to Lessee and no notice by Lessor to Lessee shall be deemed to have been duly given under this Lease unless and until a true and complete copy thereof has been so provided to every Mortgagee.

F. Each Mortgagee shall have the right, but not the obligation, to remedy any alleged default of which it receives notice as set forth herein. Each Mortgagee shall have a period of (i) sixty (60) days following its receipt of written notice of any monetary default under this Lease Agreement to cause such default to be cured, or (ii) ninety (90) days following its receipt of written notice of any non-monetary default under this Lease to cause such non-monetary default to be cured, except that in the case of a non-monetary default which cannot with due diligence be cured within such period of ninety (90) days, to cause such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within ninety (90) days that the time within which to cure same shall be extended for such period as may be necessary to complete the same with all due diligence, and this Agreement shall not be subject to cancellation unless such cure period expires without such default being cured in all material respects; *provided, however*, such period shall be extended so as to permit the Mortgagee to acquire possession of the Leased Premises for any cure which requires such possession (including possession by a keeper or receiver) or to institute foreclosure proceedings, so long as the cure is promptly commenced and the Mortgagee acts with reasonable and continuous diligence through to completion of such cure); and *provided further*, this Lease shall not be subject to cancellation by Lessor for any default, including insolvency, bankruptcy, and receivership proceedings related to Lessee, which the Mortgagee has no reasonable means to cure so long as all rental and monetary defaults are cured within that aforesaid period. Any Mortgagee shall have the right to interplead any sums in dispute and this Lease may not be canceled as a result of such interpleader.

G. Except as specifically provided in the prior paragraph, this Lease shall not be subject to termination, cancellation or forfeiture, nor may Lessee's interest herein be surrendered or any such surrender accepted by Lessor, without the prior written consent of each Mortgagee. The parties acknowledge that this limitation shall apply to any right of Lessee to cancel this Lease as a result of any condemnation, damage by casualty, frustration of purpose or failure of any condition set forth in this Lease.

H. If this Lease is terminated or extinguished for any reason, including by rejection of any receiver or trustee in bankruptcy or by operation of law, Lessor agrees to enter into a New Lease with the Mortgagee with the same priority as this Lease. If there exists more than one Mortgagee, each Mortgagee shall be offered the opportunity to enter into such New Lease in the order of the priority of their Leasehold Mortgages and each Mortgagee shall be given thirty (30) days following written notice to exercise such option. The New Lease shall be on the same terms and conditions contained in this Lease, shall be for the remainder of the term which would otherwise then exist under this Lease, and include the same extension options as are granted to Lessee herein.

I. No Mortgagee shall be deemed to have assumed or agreed to perform any of Lessee's

obligations under this Lease by reason of encumbering Lessee's interest in the Lease, the Leased Premises or the Lessee Improvements, effecting a cure on Lessee's behalf under this Lease, by any course of conduct, or otherwise, unless and to the extent such assumption is specifically agreed to in writing executed by such Mortgagee; *provided, however*, the Mortgagee shall be liable for Lessee's monetary obligations under this Lease which are attributable to the period after such Mortgagee acquires Lessee's interest in this Lease and before it assigns this Lease to a third party. In no event shall Mortgagee be liable for any liability arising out of any Hazardous Substances of Lessee. In the event that the Mortgagee elects, prior to the time that such Mortgagee succeeds to the leasehold estate of Lessee under this Lease, to (i) perform Lessee's obligations under this Lease Agreement, (ii) continue Lessee's operations on the Leased Premises, (iii) acquire any portion of Lessee's right, title or interest under this Lease or (iv) enter into a New Lease, then the Mortgagee shall not have any liability to Lessor in connection therewith, and Lessor's sole recourse in the event of default by the Mortgagee shall be to exercise those remedies of Lessor permitted pursuant to this Lease. Moreover, the Mortgagee or other party who acquires the leasehold estate created by this Lease shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after the Mortgagee or other party no longer has ownership of such leasehold estate.

J. Notwithstanding any provision contained herein to the contrary, each Mortgagee shall have the absolute right, without Lessor's consent, to take any of the following actions or do any of the following: (i) to assign, amend, modify and/or restate its Leasehold Mortgage; (ii) to enforce its Leasehold Mortgage; (iii) to acquire title to Lessee's leasehold estate under this Lease; (iv) to take possession of the Leased Premises or the Lessee Improvements pursuant to its rights under its Leasehold Mortgage and operate the Facility and/or the Lessee Improvements, subject to compliance with this Lease as applicable; (v) to exercise any rights of Lessee with respect to this Lease pursuant to its rights under its Leasehold Mortgage; or (vi) to cause a keeper or receiver to be appointed to do any of the foregoing things.

K. Regardless of any conditions or limitations upon the assignability of this Lease, any Leasehold Mortgage may be foreclosed or otherwise acquired by any Mortgagee and any Mortgagee who acquires Lessee's rights shall have the right to assign this Lease to any third party without Lessor's consent; *provided* that such third party (i) intends to use the Leased Premises for the purposes permitted in this Lease, and (ii) such third party can reasonably demonstrate its financial capacity to meet Lessee's obligations under this Lease.

L. Lessor agrees that all condemnation awards and insurance proceeds which otherwise belong to Lessee may be applied in the manner specified in the Leasehold Mortgage with the highest priority at the time such awards or proceeds are paid, and that no compromises, settlements, or other agreements may be entered into with respect of such awards or proceeds without the prior written consent of the Mortgagee therein.

M. Lessor agrees that it shall execute reasonable amendments to this Lease which do not materially modify Lessee's obligations or materially impair any rights or remedies of Lessor and shall execute such estoppel certificates and further assurances (including but not limited to title insurance affidavits or other required items) regarding the status of the Leased Premises, this Lease, and the performance of Lessor's and Lessee's obligations hereunder as may be reasonably required by any prospective Mortgagee or any prospective purchaser of a Leasehold Mortgage.

N. It is the specific intent of Lessor and Lessee, and Lessor acknowledges for the benefit of any Mortgagee, that the ownership of Lessor's reversionary interest and leasehold interests by any one person shall not extinguish any Leasehold Mortgage.

O. The terms, covenants, and assurances contained in this paragraph shall bind Lessor, and its successors, assigns, transferees, and mortgagees, and shall inure to the benefit of any successor of or participant with any Mortgagee and any assignee or purchaser of any Leasehold Mortgage.

P. Lessor hereby waives and releases any lien or privilege it may have on any of the Lessee Improvements found from time to time in or upon the Leased Premises and including without limitation the lessor's privilege provided by La. Civil Code articles 2707, et seq.

Q. Notwithstanding any provision to the contrary, the terms and provisions of this Article V shall supersede any and all terms and conditions otherwise provided in this Lease.

ARTICLE VI. EVENTS OF DEFAULT

6.01. Event of Default by Lessee

A. The occurrence of any one or more of the following events under this Lease shall be considered an "Event of Default," to-wit:

1. The failure of Lessee to make any of the following: (i) full payment of the Rent on the due date, which failure continues for a period of thirty (30) days after written notice thereof is given to Lessee by Lessor; and (ii) full payment of any other sum herein owed by Lessee which continues for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor;
2. The failure of Lessee to perform and observe, or a violation or breach of, any other provision in this Lease which continues unremedied for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default; and
3. The adjudication of bankruptcy or insolvency of Lessee, either voluntarily or involuntarily, or the filing of a petition for bankruptcy by Lessee.

B. If any Event of Default shall have occurred, Lessor shall have the right to give written notice to Lessee stating that this Lease shall expire and terminate on the date specified by such notice (which shall be no less than thirty (30) days from the date of such notice), and this Lease and the rights of Lessee under this Lease shall expire and terminate unless such default is fully remedied and all arrears of Rent, and all other amounts payable by Lessee under this Lease, and all costs and expenses reasonably incurred by or on behalf of Lessor as a result of the Event of Default, shall have been fully and promptly paid by Lessee to Lessor and all other defaults shall have been fully cured and made good or cured to the reasonable satisfaction of Lessor.

C. Lessee expressly waives any notice to vacate at the expiration or termination of this Lease and all legal delays and, upon an Event of Default by Lessee, Lessor may proceed with eviction or other proceedings without the necessity of placing Lessee in default.

6.02. Event of Default by Lessor

Lessor shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within sixty (60) days after written notice of the default has been given by Lessee to Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default. In the event Lessor fails to cure a default as provided hereinabove and the continuance of such default results in the interruption of Lessee's peaceable enjoyment of the Leased Premises, then Lessee shall, in addition to its other remedies, be entitled to the abatement of the Rent payable under this Lease.

6.03. Right to Cure

Upon the occurrence of an Event of Default, the non-defaulting party may take whatever actions as are reasonably necessary to cure such Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others, purchasing the required goods or services. The defaulting party shall be responsible for all costs, including attorneys' fees and the fees of other professionals, reasonably incurred by the non-defaulting party pursuant to this Article and such costs shall be billed to the defaulting party in addition to any and all other amounts owed hereunder. The defaulting party shall pay all such additional costs and charges within thirty (30) days after billing by the non-defaulting party.

ARTICLE VII. DAMAGE, DESTRUCTION, EXPROPRIATION AND FORCE MAJEURE

7.01. Damage or Destruction

Lessee shall give Lessor immediate notice of any material damage or loss suffered on the Leased Premises, or any improvements located thereon, as a result of any fire, flood, hurricane or other casualty. In the event such casualty renders the Leased Premises unusable for Lessee's Permitted Uses, Lessee may elect to terminate this Lease by providing written notice to Lessor within one hundred eighty (180) days of the casualty.

7.02. Condemnation and Expropriation

A. If the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of condemnation or expropriation, or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. However, Lessee may continue to occupy the Leased Premises, subject to the terms of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Leased Premises shall be taken by the taking authority, and any unearned Rent or other charges paid in advance shall be refunded to Lessee.

B. If any part of the Leased Premises shall be so taken as to render the remainder thereof unusable for Lessee's proposed use, then Lessee shall have the right to terminate this Lease by providing Lessor with notice of such intent to terminate within ninety (90) days of the occurrence of any such taking. In the event that Lessee does not elect to terminate this Lease, then this Lease and the term hereof shall continue in full force and effect, and the Rent shall be adjusted pro-rata in accordance with the land area of the property actually taken by the condemning authority.

C. In the event of a taking or expropriation as contemplated herein, Lessee will be entitled to receive the portion of the award attributable to (i) the value of the Lessee Improvements, fixtures and other property located on the Leased Premises so taken plus (ii) without duplication with clause (i) above, the value of the leasehold estate in the portion of the Leased Premises or the Lessee Improvements so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of Lessee's business and the other costs and expenses incurred by Lessee as a consequence of such taking (if any such compensation or benefits are paid by the applicable taking authority) and Lessor shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the immovable property taken. Nothing contained herein shall prohibit Lessee from claiming relocation damages, damages for lost profits against the taking authority or any other damages it may be entitled to in any appropriate proceeding.

D. Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by Applicable Laws, Lessor hereby acknowledges and waives its rights to expropriate the portion of the Leased Premises described as "Area 2" in the attached Exhibit "1" during the Term. Further, any such expropriation by Lessor shall be considered an Event of Default by the Lessor as to said Area 2. In the case of any proposed taking or expropriation of the portion of the Leased Premises described as "Area 3" in the attached Exhibit "1", Lessor agrees to provide Lessee with at least two (2) years' prior written notice of such proposed taking or expropriation.

7.03. Force Majeure

Provided that notice is given within thirty (30) days of an occurrence of Force Majeure (as hereinafter defined), either party hereto shall be excused from performing any of its respective obligations or undertaking provided in this Lease, excepting any of its respective obligations or undertakings to pay any sums of money under the applicable provisions hereof, for so long as the performance of such obligations are prevented or significantly delayed, retarded or hindered by any event related to the following, to-wit: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, storm warnings, such as hurricanes and named storms, which result in evacuation of the affected area, droughts, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances (except any of the foregoing which are aimed solely at

the party claiming suspension or which involve only employees of the party claiming suspension; *provided, however*, that the handling and settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party having such labor difficulty); (iv) riots, sabotage, terrorism, insurrections or wars; (v) the failure or interruption of performance by Lessee's suppliers by reason of such supplier's valid declaration of an event that would constitute an event of force majeure under Lessee's contract with such supplier, or in the case of a contract for the supply of natural gas, any non-delivery of natural gas other than as a result of a breach of contract by Lessee; (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, or that restrict Lessee's ability to construct the Facility or the Lessee Improvements or any delay in issuance or effectiveness of any governmental approval that has been properly applied for by Lessee that is required to construct the Facility or the Lessee Improvements; and (vii) injunctive litigation proceedings commenced by any person with respect to the Facility or the Lessee Improvements (each act, condition, event or cause being collectively referred to herein as, "Force Majeure"),

ARTICLE VIII. INDEMNIFICATION AND HOLD HARMLESS

8.01. Lessee's Indemnification of Lessor

A. General. Lessee, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessor and its subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "Lessor Indemnity Parties"), harmless from and against, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever including, without limitation, attorneys' and experts' fees and disbursements (collectively "Losses") which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) the rights granted in this Lease, (ii) Lessee's possession or use of the Leased Premises; or (iii) the activities of Lessee on the Leased Premises. However, the Lessor Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct and for any Losses in respect of which Lessor is obligated to indemnify Lessee and the Lessee Indemnity Parties pursuant to Section 8.02.

B. Environmental Indemnity. Lessee agrees that it will comply in all material respects with any Environmental Laws (as defined herein) applicable to Lessee, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances (as defined herein) in, on, or about the Leased Premises by Lessee. Lessee agrees to indemnify and hold harmless each of the Lessor Indemnity Parties against and in respect of any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) Lessee's breach of the covenants set forth herein; or (ii) any environmental condition of contamination on the Leased Premises, any claim relating to the discharge or release of Hazardous Substances or any violation of any Environmental Law with respect to the Leased Premises, in each case only to the extent such damages, claims, losses, liabilities, and expense arise after the Commencement Date and to the extent they are caused by Lessee's construction, operations, and maintenance activities or facilities on the Leased Premises.

8.02. Lessor's Indemnification of Lessee

A. General. Lessor, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessee, Contractor, and their respective subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "Lessee Indemnity Parties"), harmless from and against, any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of the activities of Lessor on the Leased Premises. However, the Lessee Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct.

B. Environmental Indemnity. Lessor agrees that it will comply in all material

respects with all Environmental Laws applicable to Lessor, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Leased Premises. Lessor agrees to indemnify and hold harmless each of the Lessee Indemnity Parties against and in respect of and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of, in connection with, or relating to the subject matter of: (i) the presence or discharge or release of Hazardous Substances, including all claims or alleged claims for penalties, damages or injunctive relief or for the abatement of a nuisance related to the presence or discharge or release of Hazardous Substances and (ii) any actual or alleged violation of Environmental Laws, in the case of each of subclauses (i) and (ii), where the presence, discharge or release of such Hazardous Substances or violation of Environmental Law arises or occurs (1) at, on or from the Leased Premises on or prior to the Commencement Date or (2) at, on or from the Leased Premises or any other site as a result of or relating to Lessor's activities or facilities, whether before, on or after the Commencement Date, or (iii) Lessor's breach of the covenant set forth herein; or (iv) any environmental condition of contamination on the Leased Premises or any violation of any Environmental Law with respect to the Leased Premises to the extent occurring after the Commencement Date and caused by Lessor's activities or facilities.

C. If Hazardous Substances become present or are discharged or released onto the Leased Premises as a result of Lessor's activities or otherwise exist at the Leased Premises on or prior to the Commencement Date, Lessee shall so notify Lessor in writing as soon as practicable after Lessee's discovery thereof, and Lessor shall have a reasonable period of time to undertake, at its own expense, such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence, discharge or release as required by applicable Environmental Laws, except that such removal or remediation shall not unreasonably interfere with the construction, or operation or maintenance of the Facility or the Lessee Improvements. If Lessor fails to commence, or once commenced, fails to complete within a reasonable period of time, such removal and remediation activities, then Lessee shall have the right to undertake such removal and remediation activities and Lessor shall reimburse Lessee for its reasonable and necessary documented costs therefor within thirty (30) days after receipt and approval of an invoice by Lessor (including any costs associated with the work stoppage or interference with the ability of any Contractor to perform its respective obligations (including, mobilization and de-mobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by Lessee or any Contractor (and its respective subcontractors) as a result of any delay caused by such removal and/or remediation activities). The party not controlling the remediation under this Article shall have a reasonable right of participation in the removal or remediation activities, including the right to (i) receive copies of material reports, work plans and correspondence relating to the removal or remediation activities, (ii) the right to review and comment on draft reports and work plans (and all reasonable comments shall be accepted by the controlling party), and (iii) the right to attend and participate in meetings with applicable governmental authorities. This Article shall not supersede or diminish the provisions or Lessor's obligations otherwise provided herein.

8.03. Other Terms

A. "Environmental Laws" shall be defined as any and all federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, Applicable Law or similar provisions having the force or effect of law, concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law. "Hazardous Substances," shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil,

natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous Substances Law" shall be defined as any and all federal, state and local statutes, laws, regulations, ordinances, judgments, orders, codes, injunctions, applicable common law, Applicable Law or similar provisions having the force or effect of law concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended) to the extent it relates to the handling of and exposure to hazardous or toxic materials or similar substances.

B. All indemnities provided hereunder in this Article 8 shall survive the termination of this Lease.

ARTICLE IX. NOTICE

All notices, demands, requests and other instruments that are required or may be given under this Lease or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of other manners permitted in this Article) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Lessor:

City of Sulphur
Attn: Mayor

Attn: _____

Email: _____

If to Lessee:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200
Houston, Texas 77056

Attn: _____

Email: _____

Either Lessee or Lessor may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (*provided* that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

ARTICLE X. MISCELLANEOUS

A. All rights and remedies of Lessor and Lessee under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. No delay or omission by Lessor or Lessee in exercising any right occurring upon any noncompliance or default by Lessee with respect to any of the terms hereof shall impair Lessor or Lessee or be construed to be waiver thereof. Any waiver by Lessor or Lessee of any of the covenants and agreements to be

performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

B. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

C. Lessee and Lessor each agree not to record this Lease, but each party hereto agrees, on the request of the other party, to execute a memorandum of lease in recordable form. The memorandum of lease shall not set forth the rental or other charges payable by Lessee under this Lease and shall expressly state that it is executed pursuant to this provision of this Lease and is not intended to vary the terms and conditions of this Lease.

D. This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

E. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

F. The captions used in this Lease shall have no effect of its interpretation.

G. Lessor and Lessee acknowledge and agree that no brokers are to be compensated in this transaction. Further, Lessor and Lessee hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers.

H. This Lease contains the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modifications hereof or assent or consent of Lessor to any waiver of any part of this Lease, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

I. In the event of a dispute, controversy, or claim arising out of or related to any provision of this Lease, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

J. This Lease may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

K. Lessor represents and warrants that it has the statutory authority to enter into this Lease and that, when executed, this Lease shall be binding and enforceable in accordance with its terms, and that it is not immune from suit or judgment resulting from any claim or action brought against it by Lessee pursuant to the express terms of this Lease.

L. This Lease shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Lease, except as specifically set forth herein.

THUS DONE AND SIGNED in the City of Sulphur, Louisiana, on this _____ day of _____, _____, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of said party and me, Notary Public.

WITNESSES:

CITY OF SULPHUR

Print: _____

By: _____
Title: _____

Print: _____

Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

THUS DONE AND SIGNED in _____,
_____, on this _____ day of _____,
_____, in the presence of me, Notary Public, and the following competent witnesses
who have signed in the presence of said party and me, Notary Public.

WITNESSES:

LAKE CHARLES METHANOL II, LLC

Print: _____

By: _____
Title: _____

Print: _____

Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

EXHIBIT "1"

[Insert Legal Description for the Leased Premises]

Area 2:

Area 3:

Exhibit “B”

Exhibit “C”



Meyer & Associates, Inc. Consulting Engineers

Vernon F. Meyer, P.E.
President

Richard T. Meyer, P.E.
Vice President

October 7, 2025

Mr. Austin Abrahams
City of Sulphur
P. O. Box 1309
Sulphur, LA 70664

Re: Sulphur Regional Wastewater Treatment Plant
Future Plant Expansion and Potential Property Sale/Lease
City of Sulphur
MAI No. B1-25020-E35

Dear Mr. Abrahams:

At the City's request, Meyer has reviewed the existing Sulphur Regional Wastewater Treatment Plant size in preparation for allocations to address future operations and potential growth based on anticipated increases in sanitary sewer collection and treatment. In conjunction with said review, Meyer was requested to review the impacts of potential property acquisition by Lake Charles Methanol for the purposes of the development of a proposed manufacturing industrial facility on adjacent property owned by the Port of Lake Charles.

Enclosed for your use in review is Sulphur Regional Wastewater Plant Site – Potential Property Areas Exhibit. The exhibit includes the current wastewater treatment facility in conjunction with the potential future expansion of the facility and impacts of said proposed property acquisition to be considered for sale and/or lease.

Upon review, Meyer recommends consideration of the proposed property sale and lease by City Administration and City Council based on the following:

- No anticipated impact on potential expansion of the Sulphur Regional Wastewater Treatment Plant
- Current City wastewater treatment operational information provided to our firm
- Existing property layout



Mr. Austin Abrahams
October 7, 2035
Page 2

Meyer's recommendation is contingent upon review and approval by City Administration, City Council, City Legal Counsel and Real Estate Appraisals of City property to be considered for sale and/or lease. In the event the City of Sulphur approves moving forward with the sale of property, Meyer recommends that City Legal Counsel consider the following for inclusion in the property sale documents:

- City retains the First Right of Refusal to reclaim ownership of the property at the sale cost or less if the proposed manufacturing facility is not constructed
- City retains the First Right of Refusal to reclaim ownership of the property at the sale cost or less prior to the property ownership considered for sale or transfer to a third party

Please let us know of any questions or comments you may have regarding our professional review of the proposed property transaction and the potential impacts on the Sulphur Regional Wastewater Treatment Plant. Thanks.

Sincerely,

MEYER & ASSOCIATES, INC.

Vernon F. Meyer, P.L.S., P.E.
President

EXHIBIT "D"

LEONARD E. PAULEY, JR.
President



337-540-1399 - CELL
Lpauley@ccrim.net

OCTOBER 7, 2025

Mr. Austin Abrahams
Director of Public Works
101 N Huntington St
City of Sulphur, LA 70663
Office: 337-527-4510
Fax: 337-527-8313
Email: aabrahams@sulphur.org

RE: The current offers in both fee acquisition and leased portions of the excess land owned by the City of Sulphur, LA at its Water clarification plant located just south of the eastern extension of Bayou D'Inde Rd. (See Attached Survey & the Purchase and lease agreements that are the substance of the offers to the City of Sulphur).

Dear Mr. Abrahams:

Per your request, I have completed the following:

- Completed a study in the market area of the subject property for comparable sales.
 - I have gone to the site.
 - I have reviewed the survey that you forwarded to my attention.
 - I have read the documents attached at the same time as the survey.
1. The purchase agreement sets out that the sales price for a fee purchase shall be set at \$425,000.00 per acre or \$9.76/sf. In all of my research I cannot find any comparables that can support such a significant offer. This offer is so high (on the stated \$/acre) that it is my view that this offer supersedes any possible Market Value Appraisal that not only does not require a full report and negates the requirement of public notice & time for other offers. It is my view that no prudent buyer would or could outperform this extremely generous offer.¹
 2. The lease provides that they will pay \$30,000.00/acre/year. The sum of the 2 lease sites is 2.73 acres. At \$30,000.00/year that would equate to \$81,900.00/year. The annual per year/acre at \$30,000.00 would indicate 7.06% return on the land (based on the \$425,000.00/acre set out in the purchase agreement). This in fact is a particularly excellent rate of return, especially with the sites being split and both the purchase area and the lease area having limited access, at best.

¹ It is my view that LAKE CHARLES METHANOL II, LLC is trying to be an extremely good neighbor and more so, trying to overly help the City of Sulphur, LA with both the fee purchase offer and the lease offer as well.

Additional considerations:

- a) The acreage is set out in the lease document at 5.35 acres, but the survey states that the purchase property size is 5.39 acres.
- b) Clarity regarding the overall purchase price and the overall lease amount in the documents.
- c) Your attorney must approve the verbiage in both documents.
- d) The access for the City at this plant site must not be obstructed, which needs approval of the Sulphur City Attorney.

From an appraisal standpoint, it is my view that these offers should be acceptable, subject to the City Attorney approving the language in each document.

Thank you and the City of Sulphur for allowing me to serve you in this matter.²

Sincerely yours,



Leonard E. Pauley, Jr. SCMLASA, IFAS
Louisiana Certified General Real Estate Appraiser 0200

²² Please note that I have done comparable research and have at least 9.5 hours involved in that quest. I will keep all of my notes and findings in a work file for at least 5 years.

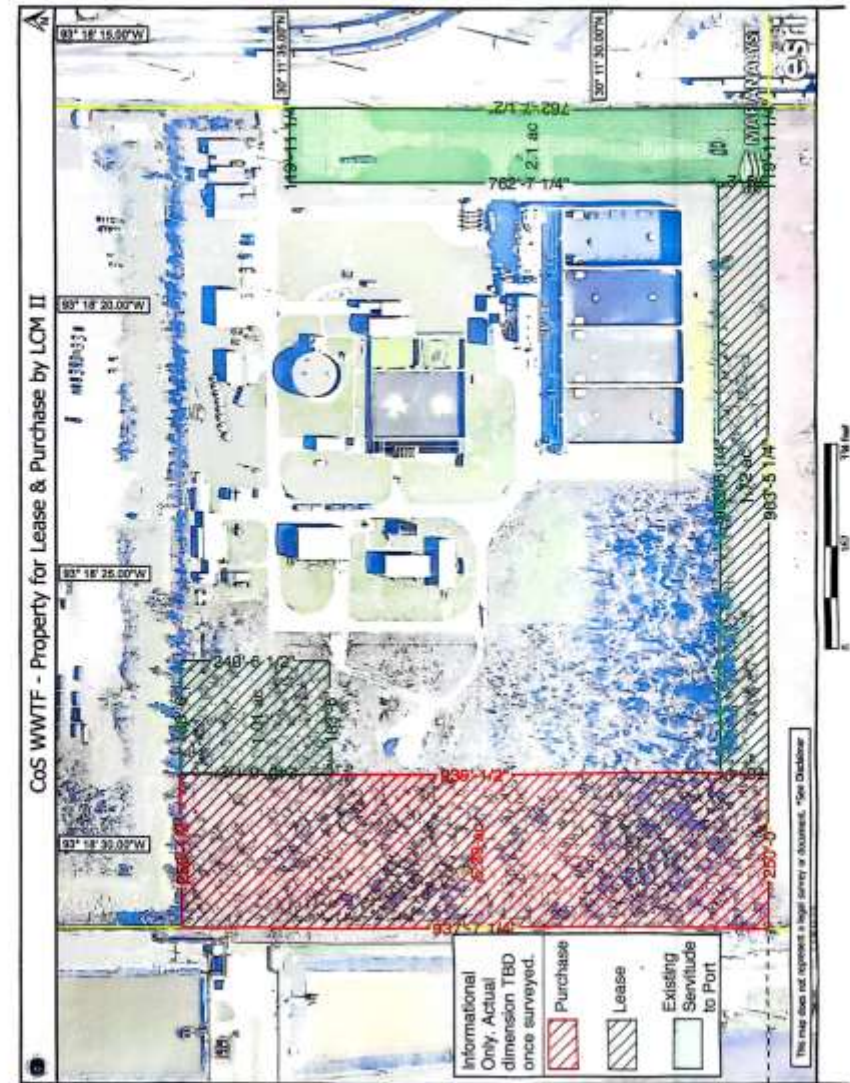
CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions developed in this review report were prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.


Leonard E. Pauley, Jr., CCIM
Louisiana Certified General Real Estate Appraiser
Certificate #G200

October 7, 2025
Date



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor ("Seller"), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative, or its successors and assigns ("Buyer"), and is dated to be effective as of the day last signed by the undersigned (the "Effective Date"). Seller and Buyer do hereby agree as follows, to-wit:

1. Property To Be Conveyed.

(a) Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain parcel of land more particularly shown on Exhibit "A" attached hereto, comprising approximately 5.35 acres (to be determined by the Survey, as hereinafter defined), together with all buildings, improvements, component parts and fixtures attached to the above described property, and all of Seller's rights, title and interest in and to (i) all rights, servitudes, appurtenances, covenants, licenses, privileges, benefits and advantages thereunto; and (ii) any land lying in the bed or banks of any lakes, rivers, streams, waterways, ditches, roads, streets, lanes, alleys, or rights of ways either within such parcel of land or bounding such parcel of land to the centerline thereof (all interests and property described above being collectively referred to herein as the "Property").

(b) Buyer shall, at its sole expense, obtain and provide to Seller a metes and bounds survey of the Property prepared by a surveyor licensed under the laws of the State of Louisiana (the "Survey"), which must be certified in compliance with the minimum standards applicable to such surveys. Buyer shall provide Seller with a preliminary copy of the proposed Survey prior to the expiration of the Closing Date, as hereinafter defined, and thereafter, Buyer and Seller shall act in good faith to negotiate and resolve any issues arising out of the Survey, including the specific boundaries of the Property. The final Survey shall be made subject to the approval of both Buyer and Seller, which approval shall not be unreasonably withheld, conditioned or delayed by either party; and the legal description of the Property included in the Survey shall thereafter replace the description included herein.

(c) Seller and Buyer hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in an "AS IS" condition, subject to Buyer's inspection rights set forth in Section 3.

(d) Seller shall provide to Buyer, within fourteen (14) days after the Effective Date, copies of all documents, tests, correspondence, plans, title policies, abstracts, building restrictions, surveys and all other studies and reports, including, without limitation, all engineering investigations, environmental studies, sewer impact studies, storm water plans or studies and traffic impact plans or studies, which have been made with respect to the Property by Seller and which are otherwise in Seller's possession or control.

2. Purchase Price.

(a) The price (the "Purchase Price") for which Seller agrees to sell and convey the Property to Buyer free and clear of any encumbrances of any kind except those expressly approved by Buyer, and which Buyer agrees to pay to Seller for such conveyance shall be equal to Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre of the Property (pro-rated as applicable) as determined by the Survey. The Purchase Price shall be payable in cash on the Closing Date, as hereinafter defined.

3. Inspection Period.

(a) Beginning from the Effective Date and through the Closing Date (the "Inspection Period"), Buyer, its agents, affiliates, equity owners, members, officers, directors, consultants, title insurers, insurers, and contractors engaged by Buyer to conduct geotechnical and/or environmental site assessments (collectively, the "Representatives") shall have the right to enter upon the Property for the purpose of making inspections at Buyer's sole risk, cost and expense. All such entries upon the Property shall be at reasonable times following reasonable advance notice to Seller. If any inspection or test disturbs the Property, Buyer will restore the Property to generally the same condition as existed before the inspection or test. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's reasonable attorneys' fees, arising out of or in connection with Buyer's or any of its Representatives' entry on the Property and any inspections of the Property; *provided, however*, that the foregoing indemnity shall not apply to any conditions which are preexisting on the Property as of the Effective Date which are merely discovered by Buyer or any of its Representatives and shall not apply to any other conditions which are caused by or resulting from any conditions which may arise during the Inspection Period which are not caused by or otherwise attributable to Buyer or any of its Representatives' actions or omissions during the Inspection Period. Nothing in the foregoing is intended to alter the rights and obligations of Buyer and Seller which are set forth in any access agreement separately entered into by Seller and Buyer with respect to Buyer's inspection and access rights with respect to the Property, which separate agreement shall supersede and override any conflicts with this Section 3.

(b) If Buyer shall, for any reason, in Buyer's sole discretion, judgment and opinion, be dissatisfied with any aspect of the Property, Buyer shall have the right to terminate this Agreement by giving a written notice of such termination (the "Termination Notice") to Seller on or before the expiration of the Inspection Period. If Buyer properly terminates this Agreement pursuant to this Section 3, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

2. Warranties and Representations.

(a) Seller hereby warrants and represents to Buyer, which warranties and representations shall survive the Closing, that, as of the Effective Date and as of the Closing Date: (a) Seller has authority to execute this Agreement and to convey to Buyer good and

indefeasible fee simple title to the Property, including all mineral rights, in accordance with the terms of this Agreement, free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Encumbrances; (b) no improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property, and Seller has not been notified of, and otherwise has no knowledge of, any possible future improvements that might create an assessment against any part of the Property; (c) neither the terms of this Agreement nor anything provided to be done by Seller hereunder (including, but not limited to, the conveyance and transfer of the Property) will violate any contract, agreement or instrument to which Seller is a party or which affects the Property; (d) Seller is not in default of any of its obligations or liabilities pertaining to the Property, and there is no state of facts, circumstance, condition or event which, after notice or lapse of time, or both, would constitute or result in any such default; (e) Seller has received no notice of, and otherwise has no knowledge of, any action, litigation, or proceeding by any individual or governmental agency or proceedings in eminent domain against the Property; (f) there are no underground storage tanks presently located on the Property and no underground storage tanks have been removed from the Property; (g) Seller has not received notice of, and otherwise has no knowledge of, any violations of law, municipal or parish ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon; (h) during Seller's ownership of the Property, no portion of the Property has been excavated, no landfill was deposited on or taken from the Property, no construction debris or other debris was buried upon any portion of the Property, and, to the best of Seller's knowledge, none of the foregoing has occurred with respect to the Property prior to the time Seller became the owner of the Property; (i) no Hazardous Substances, as defined hereinafter, have been brought, treated, recycled, stored or disposed of on, under or at the Property and the Property is not in violation of any Environmental Law, as defined hereinafter; (j) there has been no release or threatened release of any Hazardous Substances from, at or to the Property; and (k) there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws. Seller further represents and warrants that that it is authorized under its own governing agreements and all applicable to enter into this Agreement without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under applicable laws which Seller affirms and attests are inapplicable to this Agreement.

(b) For purposes of this Agreement: "Environmental Laws" shall be defined as any and all applicable federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, or similar provisions having the force or effect of law (collectively, "Applicable Laws"), concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law (as defined below); "Hazardous Substances," shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability,

corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment; and "Hazardous Substances Law" shall be defined as any and all Applicable Laws concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances, including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended), to the extent such Applicable Laws relate to the handling of and exposure to Hazardous Substances.

3. Operation of Property Prior to Closing.

(a) Following the Effective Date, Seller shall not make any material changes to the Property nor enter any servitude, lease, encumbrance, operating agreement, service contract or other agreement affecting the Property that would be binding upon Buyer or the Property after the Closing, unless Buyer has consented to the same in writing.

(b) Buyer shall be solely responsible for obtaining all permits, licenses, variances and other governmental approvals necessary or required with respect to its proposed activities on the Property; *provided, however*, that Seller agrees to reasonably cooperate with Buyer and with any governmental entities in order to enable Buyer to obtain all necessary permits, licenses, variances and governmental approvals in a timely manner, including Buyer's execution and delivery of permit applications and other paperwork to the extent required.

4. Title and Possession.

(a) Seller shall have an obligation to deliver merchantable title to the Property to Buyer at the Closing. Prior to the expiration of the Inspection Period, Buyer may provide a written notice to Seller of any objections Buyer may have to the exceptions to title set forth in a title report with respect to the Property or the Survey. Thereafter, Seller shall have ten (10) days from receipt of Buyer's written notice in order to cure such objections. If Seller does not cure such objections to the satisfaction of Buyer within such time period, Buyer may either (i) terminate this Agreement by delivering a Termination Notice to Seller on or before the date that is five (5) days after the expiration of Seller's ten (10) day cure period, or (ii) elect to waive its objections and purchase the Property pursuant to this Agreement. Notwithstanding any

provision to the contrary, Seller shall have a duty to cure any objections related to the merchantability of the title, including but not limited to, any judgments, liens, mortgages or other encumbrances affecting the Property.

5. Conditions Precedent to Closing.

Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions:

(a) All of the representations and warranties of Seller contained in this Agreement, including those set forth in Section 4 above, shall be true, accurate and correct in all material respects as of the Closing Date;

(b) Seller acknowledges that Buyer is in the process of developing a natural gas to methanol facility (the "Facility") on adjacent property owned by the Lake Charles Harbor & Terminal District (the "Facility Site") and Buyer is seeking equity and debt financing for the Facility. The obligation of Buyer to acquire the Property under the terms and conditions set forth in this Agreement is contingent on Buyer obtaining requisite equity and debt financing for the Facility.

(c) In the event that any condition set forth above is not satisfied by the Outside Date, Buyer may elect to either (i) waive such unsatisfied condition whereupon title shall be transferred and conveyed by Seller to Buyer as provided in this Agreement or (ii) terminate this Agreement.

6. Closing Costs; Prorations.

(a) If the Closing occurs as herein provided, Seller shall pay the costs of any curative fees related to the merchantability of the title and the cost of its own attorneys. All other costs which, by custom and practice, are generally to be paid by a purchaser of real property in the State of Louisiana, including the cost of title review, survey, or a title insurance policy, shall be borne by Buyer.

(b) Current real estate and personal property taxes and any other water, sewer or other municipal use or improvement tax or assessment affecting the Property, and all other items of revenue and expense which, by custom and practice, are prorated between sellers and purchasers of property similar in kind to the Property, shall be prorated as of midnight on the date immediately prior to the Closing Date and in accordance with the custom of Calcasieu Parish, Louisiana, the parish in which the Property is located. The provisions of this subparagraph shall survive the Closing and the delivery of the Deed (as defined below).

7. Closing.

(a) The closing of title and consummation of the purchase and sale of the Property under this Agreement (the "Closing") shall occur on a mutually acceptable date subject to Buyer obtaining the requisite equity and debt financing with respect to the Facility and the execution of that certain Ground Lease and Improvements Lease Agreement by Buyer and the

Lake Charles Harbor & Terminal District with respect to the Facility Site (the "Closing Date"). If the Closing Date does not occur on or before December 31, 2026 (the "Outside Date"), Seller shall have the right to terminate this Agreement upon providing written notice to Buyer of such termination. Upon the termination of this Agreement by Seller, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

(b) At Closing, Seller shall deliver to Buyer:

(1) A settlement statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement (the "Settlement Statement");

(2) a general warranty deed executed and acknowledged by Seller conveying to Buyer merchantable title to the Property (the "Deed");

(3) evidence of the authority of persons executing the closing paperwork for Seller;

(4) all other documents or items required to be delivered by Seller under this Agreement or otherwise reasonably required by Buyer, its title company, or the title insurance company issuing the title insurance policy in connection with the transactions contemplated herein (and including but not limited to a standard Seller's Affidavit, FIRPTA, and other similar closing documents).

(c) At Closing, Buyer shall pay to Seller, the Purchase Price, plus or minus applicable prorations, and shall deliver to Seller:

(1) the Settlement Statement;

(2) the Deed; and

(3) all other documents or items required to be delivered by Buyer under this Agreement or otherwise reasonably required by Seller in connection with the transactions contemplated herein.

(d) The parties acknowledge that the Closing may be a "mail-away" closing, effected through escrow by delivery of executed documents and funds to Buyer's title company.

(e) Seller shall deliver possession of the Property at Closing.

8. Default; Remedies.

(a) In the event of any default by Buyer under this Agreement, and should such default remain after fifteen (15) days of written notice from Seller to Buyer, then Seller's sole remedy shall be to terminate this Agreement. Seller hereby expressly waives, relinquishes and releases any other right or remedy available to it at law, in equity or otherwise by reason of Buyer's default hereunder or Buyer's failure or refusal to perform its obligations hereunder.

(b) In the event the purchase and sale is not consummated because of Seller's failure to perform Seller's obligations under this Agreement or in the event of any other default by Seller or in the event that any of the matters Seller has represented or warranted are determined to be inaccurate, and should such default remain after fifteen (15) days of written notice from Buyer to Seller, Buyer shall have the following rights and remedies, which shall be cumulative to the fullest extent permitted by law: (i) to seek specific performance; (ii) to give notice terminating this Agreement, in which case Seller shall reimburse Buyer for its reasonable and verifiable expenses arising out of this Agreement; and/or (iii) to pursue any other right or remedy available at law or in equity.

9. **Notices.** All notices, demands, requests and other instruments that are required or may be given under this Agreement or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of the other manners permitted in this Section 11) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Seller:

City of Sulphur
Attn: Mayor

Attn: _____
Email: _____

If to Buyer:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200
Houston, Texas 77056
Attn: _____
Email: _____

Either party may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (provided that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

10. **Casualty.** The risk of loss or damage to the Property by reason of any insured or uninsured casualty up to and including the date of Closing until funds have been released from escrow shall be borne by Seller. In the event of any damage to the Property, occurring on or prior to the date and time of Closing, Buyer may, in its sole discretion and at its option, by

sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such damage, (a) terminate this Agreement; or (b) proceed to Closing.

11. Condemnation.

(a) In the event that prior to Closing any action or proceeding is filed, or notice thereof is given to Seller under which any portion of the Property may be taken pursuant to any governmental law, ordinance or regulation, or by condemnation or the right of eminent domain, then in any such event, Buyer may, in its sole discretion and at its option, by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such taking, (a) terminate this Agreement; or (b) proceed to Closing and receive any proceeds due Seller as a result of such taking.

(b) Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by applicable law, Seller hereby acknowledges and waives its rights to expropriate the Property after Buyer's acquisition of the Property.

12. Miscellaneous.

(a) No delay or omission by Seller or Buyer in exercising any right occurring upon any noncompliance or default by a party with respect to any of the terms hereof shall impair the remaining party or be construed to be waiver thereof. Any waiver by a party of any of the covenants and agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(b) The covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

(d) The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(e) The captions used in this Agreement shall have no effect of its interpretation.

(f) Seller and Buyer acknowledge and agree that no brokers are to be compensated in connection with this Agreement or any of the transactions contemplated under this Agreement. Further, Seller and Buyer hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers or third parties seeking compensation with respect to the purchase transaction contemplated under this Agreement.

(g) This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, all previous or contemporaneous agreements with respect to such purchase and sale being merged herein and waived hereby, and no modifications hereof or assent or consent of Seller to any waiver of any part of this Agreement, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof. For the avoidance of doubt, the parties acknowledge and agree that the lease of other property owner by Seller to Buyer pursuant to other agreements being executed concurrently are not intended to be merged pursuant to the foregoing.

(h) In the event of a dispute, controversy, or claim arising out of or related to any provision of this Agreement, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

(i) This Agreement may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

(j) Seller represents and warrants that it has the statutory authority to enter into this Agreement and that, when executed, this Agreement shall be binding and enforceable in accordance with its terms, and that Seller is not immune from suit or judgment resulting from any claim or action brought against it by Buyer pursuant to the express terms of this Agreement.

(k) This Agreement shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Agreement, except as specifically set forth herein.

(l) Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday or any other day on which banks in the State of Louisiana are permitted or required to close, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday or any other day on which banks in the State of Louisiana are permitted or required to close. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time where the Property is located.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

THUS DONE AND SIGNED on this ____ day of _____, 2025.

SELLER:

CITY OF SULPHUR

By: _____
Title: _____

THUS DONE AND SIGNED on this ____ day of _____, 2025.

BUYER:

LAKE CHARLES METHANOL II, LLC

By: _____
Title: _____

EXHIBIT "A"

[Insert Legal Description]

LEASE AGREEMENT

BE IT KNOWN, that on the dates, at the places, and before the undersigned Notaries Public, duly commissioned and qualified in and for the respective jurisdictions as hereinafter set forth, and in the presence of the subscribing witnesses, personally appeared: **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor, by virtue of a resolution attached hereto and made a part hereof ("Lessor"), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative ("Lessee"), who did hereby declare as follows, to-wit:

RECITALS

WHEREAS, Lessor is the owner of certain immovable property located in Calcasieu Parish, Louisiana, and being more particularly described on Exhibit "1" attached hereto (the "Leased Premises");

WHEREAS, Lessee intends to construct a natural gas to methanol facility (the "Facility") on certain property to be leased by Lessee from the Lake Charles Harbor & Terminal District (the "Facility Site");

WHEREAS, Lessee is desirous of leasing the Leased Premises for construction equipment laydown and storage, parking facilities and road access to the Facility Site;

WHEREAS, Lessee wishes to lease the Leased Premises from Lessor for construction equipment laydown and storage in connection with the construction of the Facility, parking for construction and operations and maintenance personnel and for purposes of constructing a road to access the Facility Site in accordance with the terms and conditions of this Lease Agreement (the "Lease").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.01. Leased Premises and Term.

A. Lease. Lessee is in the process of developing the Facility and is seeking equity and debt financing for the Facility, and if and to the extent that Lessee obtains the requisite financing for the Facility (the "Financial Closing Date"), Lessee desires to lease the Leased Premises pursuant to this Lease. Subject to the occurrence of the Financial Closing Date, Lessor hereby leases to Lessee the Leased Premises for the foregoing purposes in accordance with the terms and provisions provided herein.

B. Initial Term. The initial term of this Lease shall commence on the Financial Closing Date (the "Commencement Date") and shall remain in full force and effect for a term of forty (40) years after the Commencement Date (the "Initial Term"); *provided that* if the Commencement Date is not the first day of a calendar month, the Initial Term shall extend to 11:59 p.m. on the fortieth (40th) anniversary of the last day of the month in which the Commencement Date occurs.

C. Option. Lessor hereby also grants unto Lessee the option to renew this Lease for up to two (2) additional ten (10) year terms (collectively, the "Option Terms"); the first of said Option Terms commencing upon the expiration of the Initial Term and extending for a period of ten (10) years thereafter (hereinafter referred to as "First Option Term"), and the second of said Option Terms commencing upon the expiration of the First Option Term for a period of ten (10) years (hereinafter referred to as "Second Option Term"). The Initial Term and Option Terms shall hereinafter collectively be referred to as the "Term." The option to extend this Lease as set forth above must be exercised in each case, if at all, by written notice from Lessee to Lessor on or before the date that is twelve months (12) prior to the expiration of the then-current lease term. Failure to timely exercise the First Option Term shall automatically terminate the right of Lessee to exercise its option in any subsequent lease term. All the terms and conditions of this Lease

shall be applicable to the First Option Term and the Second Option Term, if any, and the rental shall be determined in accordance with the provisions outlined in Exhibit "2" attached hereto and made a part hereof.

ARTICLE II. RENT, TAXES, AND UTILITY EXPENSES

2.01. Rent

A. Throughout the Term, the consideration for the execution of this Lease shall be payment by Lessee to Lessor of rent in an amount equal to one-twelfth (1/12th) of the Annual Rental (as determined in accordance with Paragraph C. below) (the "Rent").

B. The Rent shall be due and payable on the Commencement Date and the first day of each full month of the Term thereafter; *provided, however*, that the Rent shall be prorated for the first month if the Commencement Date occurs on any day other than the first day of the month. Should the first (1st) day of the month fall on a weekend or legal holiday, Lessor agrees that rental payments are considered timely on the first (1st) business day thereafter. All payments made by Lessee to Lessor under the terms of this Lease shall be by wire or ACH transfer to the following account: *[insert account information]*.

C. The "Annual Rental" for purposes of this Lease for each of the first five (5) years of the Initial Term shall be \$[30,000.00 x acreage = \$XXX]. Thereafter, the Annual Rental shall be increased for each subsequent five (5) year period of the Initial Term and any Option Term commencing as of the first day of each subsequent five (5) year period by an amount determined using the formula set forth below. The amount of the increase will be determined by multiplying the then current Annual Rental of \$[XXXXX] by the percent of change in the most recently published U.S. Department of Labor, All-Urban Consumer Price Index (CPI-U), all items, not to exceed an aggregate ten percent (10%) in any five (5) year period. The percent change will be computed by comparing the index figure published for the month prior to each fifth (5th) year anniversary date with the same month of the fifth (5th) preceding year. For example, if the Commencement Date is June 1, 2026, the adjustment for the Annual Rental for the subsequent five (5) year period commencing on June 1, 2031 shall be calculated using the index published for the most recent month available prior to June 1, 2026 and comparing it to the index published for the same month of the year 2031, subject to the aggregate ten (10%) percent cap. The index to be used will be the most recently published U.S. Department of Labor, Consumer Price Index for All Urban Consumers (CPI-U), all items figure, (U.S. City Average (1982-84 = 100)), published by the Bureau of Labor Statistics or any successor index published by the Department of Labor. The Annual Rental shall never decrease in accordance with the above formula and shall never be less than the amount of the Annual Rental for the first five (5) years in the Initial Term and, in no event, shall the Annual Rental as periodically adjusted, be less than the applicable Annual Rental paid in the previous year.

2.02. Taxes and Utility Expenses

A. This Lease is a net lease and it is agreed and intended that Lessee shall pay or cause to be paid all operating costs relating to the improvements, if any on the Leased Premises, including all of the following expenses, to-wit: (a) all personal property taxes and assessments on the improvements to be constructed on the Leased Premises, including taxes on inventory, or on the Lessee's Improvements (as hereinafter defined), (b) water and sewer rents, charges for public utilities, governmental excises, levies, license, impact, and permit fees related to the improvements to be constructed on the Leased Premises, and (c) other governmental charges which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon or become due and payable in respect of or become a lien on the Lessee Improvements or any part thereof or any appurtenance thereto (collectively, the "Impositions"); *provided, however*, that Lessor shall remain responsible for any and all real estate taxes for the Leased Premises. Lessee shall promptly remit to each applicable governmental authority any such Impositions, unless Lessee shall in good faith, with due diligence, and by appropriate judicial or administrative proceedings, contest the validity, applicability, or amount thereof. Lessee shall give Lessor at least ten (10) days' prior written notice of Lessee's intent to contest such Imposition and any such contest shall be at Lessee's sole cost and expense.

B. Lessee shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, and other utility services to the Leased Premises; *provided, however*, Lessor

shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements and/or rights of way required by Lessee for such utility connections or other required third party rights at the sole expense of Lessee.

ARTICLE III. GENERAL RIGHTS AND OBLIGATIONS

3.01. Permitted Use

A. The Leased Premises shall be used by Lessee during the Term hereof for construction equipment laydown and storage, parking facilities and road access needed with respect to the construction, installation, operation, maintenance, improvement, repair, restoration and/or replacement of the Facility or any Lessee Improvements (as defined below), together with any and all other related or associated uses (collectively, the "Permitted Uses"). Without limiting the foregoing, Lessee shall have the right to construct, maintain and operate any of the following improvements on the Leased Premises, to-wit: (i) to remove existing trees and other landscaping, (ii) to grade and otherwise level the ground, (iii) to lay, deposit and compact gravel, concrete, dirt soil or other similar material, (iv) to construct and improve drainage facilities and drainage related structures and erosion control facilities, (v) to construct, maintain and operate buildings, structures or other improvements, (vi) to construct maintain and operate fencing, lighting and other associated improvements, (vii) to construct, maintain and operate improvements for a general construction and equipment laydown area, (viii) to construct, maintain and operate any and all utilities, roads, access routes, and parking lots for vehicular and equipment storage and parking and access to other adjacent areas to be developed by Lessee; and (ix) to construct, maintain and operate any other signs, equipment, systems, structures, immovable fixtures and improvements comprising the Facility related to or associated with the Permitted Uses (collectively, any such improvements made by Lessee shall be referred to herein as the "~~Lessee~~ Improvements"). Lessee shall not use the Leased Premises for any other purposes aside from the Permitted Uses without the consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Lessee shall not do, bring or keep anything in or about the Leased Premises that is illegal, unlawful or prohibited by any and all present and future laws, ordinances, orders, rules and regulations of all federal, state, parish, and municipal governments, departments, commissions, or offices, in each case having applicable jurisdiction over the Leased Premises, Lessor or Lessee (collectively, "Applicable Law").

3.02. Construction, Alterations and Maintenance

A. Lessor and Lessee acknowledge that Lessee is accepting the Leased Premises in its current condition as of the Commencement Date and that, except as expressly provided herein, Lessor shall have no construction or repair obligations related to the Leased Premises and all such construction and buildout shall be at Lessee's sole cost and expense.

B. Lessee, or its third party contractor (the "Contractor"), shall be solely responsible for constructing and maintaining the Lessee Improvements during the Term. All Lessee Improvements to be installed on the Leased Premises shall be completed by parties who are duly licensed in the State of Louisiana to perform such installation and Lessee and/or the Contractor, as applicable, shall perform, supervise and administer the construction of any Lessee Improvements in accordance with this Lease.

C. Lessee shall be solely responsible for obtaining all permits, licenses and other governmental approvals necessary related to its activities on the Leased Premises; *provided, however*, that Lessor agrees to reasonably cooperate with Lessee and with said governmental entities in order to obtain all necessary permits, licenses, variances and approvals in a timely manner, including Lessor's execution and delivery of permit applications and other paperwork to the extent required.

D. In the event any mechanic's and materialman's liens or any other similar liens (any such lien being referred to herein as a "M&M Lien") are filed against the Leased Premises as a result of Lessee's or Contractor's activities thereon, Lessee or Contractor, as applicable, shall, within sixty (60) days of the filing of any such lien, use commercially reasonable measures available in order to obtain a cancellation of the M&M Liens as to the Leased Premises.

3.03. Access by Lessor

Lessor and its authorized representatives shall have the right to enter the Leased Premises to inspect same for the purpose of: (a) addressing any necessary safety concerns; and (b) determining whether the Leased Premises are in good condition and whether Lessee is complying with its obligations under this Lease. Except in cases of emergency, Lessor shall limit its access to the Leased Premises during the period from 8:00 a.m. to 5:00 p.m. on weekdays, and Lessor shall provide Lessee with at least forty-eight (48) hours' prior written notice of such inspection. Lessor shall further conduct its activities on the Leased Premises (i) in a reasonable manner in order to minimize the possible inconvenience, annoyance, or disturbance to Lessee, and (ii) subject to any reasonable health, safety, security and operating rules and regulations of Lessee while Lessor is located on the Leased Premises.

3.04. Estoppel Certificates

Within ten (10) days after any request, each party agrees to deliver to the other party, a certificate, in recordable form, certifying to the terms of this Lease, the time periods through which Rent has been paid, that this Lease is in full force and effect, that there are no defaults, defenses or offsets thereto, or stating those claimed by Lessee, and such other terms as each party or their respective lenders may reasonably request.

3.05. Assignments or Sublease

A. Except as otherwise provided herein, this Lease, and the rights herein granted to Lessee, may not be assigned, in whole or in part, without the express prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor acknowledges and agrees that this Lease may be assigned or collaterally mortgaged to various parties, Mortgagee, or a collateral agent acting for such parties, providing financing to Lessee with respect to the Facility and the Lessee Improvements as provided in this Lease.

B. Notwithstanding anything contained herein to the contrary, Lessee has the right to assign this Lease or sublet the Leased Premises, in whole or in part, without Lessor's consent: (i) to any entity which is a subsidiary, affiliate or parent of Lessee, (ii) to any corporation or other entity with which Lessee may merge or consolidate, (iii) to any person, corporation or other entity who acquires all or substantially all of Lessee's securities or assets, and (iv) to any Mortgagee (as defined herein).

3.06. Warranty

A. Lessor hereby represents and warrants to Lessee that (i) it has good and merchantable title to the Leased Premises, free and clear of all encumbrances and liens, (ii) that Lessee shall have quiet possession of the Leased Premises for the entire Term, (iii) that to the best of its knowledge, there exists no Hazardous Substances on the Leased Premises, (iv) that to the best of its knowledge, no physical, environmental or other condition on the Leased Premises that would prohibit or materially affect Lessee's Permitted Uses or the rights granted in this Lease, (v) that it is authorized under its own governing agreements and Applicable Law to enter into this Lease without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under Applicable Law which Lessor affirms and attests are inapplicable to this Lease, (vi) the provisions of this Lease do not conflict with or violate any existing agreements between Lessor and any third parties, and (vii) Lessor will deliver the Leased Premises free of all tenants, occupants, and other third parties.

B. Lessee warrants and represents that it accepts the Leased Premises, without any representation or warranty by Lessor whatever as to the condition of the Leased Premises and, except as expressly provided in this Lease to the contrary, Lessor shall not be responsible for the condition of the Leased Premises. Lessor makes no covenant, representation or warranty as to the suitability of the Leased Premises for any purpose or use whatsoever or as to the physical condition, except as is expressly provided in this Lease to the contrary. Lessee acknowledges that it has inspected the Leased Premises, observed its physical characteristics, determined its compliance with requirements imposed by any governmental agency having jurisdiction over the Leased Premises, and examined its existing conditions and has had the opportunity to conduct

such investigation and study on and of the Leased Premises as it deems necessary for its intended use and occupancy under this Lease.

3.07. Surrender of the Leased Premises

Upon the termination of the Lease, Lessee is obligated to and shall surrender possession of the Leased Premises, including any and all of the immovable Lessee Improvements, to Lessor. Thereafter, and within six (6) months of termination of the Lease, Lessee shall, or shall cause the Contractor to, remove from the Leased Premises on or prior to such expiration or earlier termination of the Term all movable Lessee Improvements and other personal property which are owned by Lessee, Contractor and/or third parties other than Lessor, and Lessee at its expense shall, on or prior to such expiration or earlier termination of the Term, repair any damage caused by such removal. For the avoidance of doubt, Lessee shall not be obligated to restore the Leased Premises to the same or similar condition as the Leased Premises were as of the Commencement Date and Lessor acknowledges that the Leased Premises shall be surrendered and accepted by Lessor with all immovable Lessee Improvements which shall thereafter vest with Lessor.

ARTICLE IV. INSURANCE

A. Lessee shall obtain and maintain in full force and effect the following: (i) commercial general liability insurance, such insurance to insure against liability for bodily injury and death and for property damage occurring in, on or about the Leased Premises, with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$1,000,000 for damages to property, \$5,000 medical payments and all coverage shall not contain a deductible to exceed \$5,000; and (ii) workmen's compensation as required by law providing statutory benefits for all persons employed by Lessee in connection with the Leased Premises.

B. Lessee shall furnish Lessor with a certificate of insurance for each required policy and the general liability policy shall also name Lessor as an additional insured. Further, such insurance shall be deemed primary insurance as to Lessor's insurance. All insurance that Lessee shall be required to secure and maintain pursuant to this Lease shall be underwritten by insurance companies that are licensed or authorized to do business in and shall be in good standing with the State of Louisiana.

C. Lessee may, but shall not be obligated to, elect to be self-insured for any insurance requirements provided in this Lease subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed.

D. As a part of the consideration of this Lease, each party hereby releases the other from all liability for damage due to any act or neglect of the other party which is the result of fire or other casualty to the extent covered by any insurance policy; *provided, however*, the releases herein contained shall not affect the rights of either party under this Lease to be paid insurance proceeds received by the other or apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents or employees; and *provided further*, nothing in this paragraph shall be interpreted as or have the effect of relieving or modifying any obligation of any insurance company and shall be void if and to the extent it would have such effect.

ARTICLE V. THIRD PARTY RIGHTS AND LEASEHOLD MORTGAGES

A. Lessee shall be permitted to grant licenses, easements, rights of way and such other rights and encumbrances in respect of the Leased Premises and this Lease to third parties as may be required from time to time in connection with the development, construction and operation of the Facility; *provided*, that the grantee of any such license, easement, right of way or other encumbrance shall agree in writing to be bound by any applicable terms and conditions of this Lease with respect to the license, easement, right of way or other encumbrance as if it were Lessee hereunder with respect to the property covered by such license, easement, right of way or other encumbrance. Lessee shall be permitted to provide copies of this Lease to any proposed grantee in connection with the foregoing right.

B. Lessor acknowledges that this Lease Agreement and all of Lessee's rights and interests hereunder and in the Leased Premises (including the Lessee Improvements) may be mortgaged, encumbered or subjected to a security interest without Lessor's consent. Without limiting the generality of the foregoing, Lessor hereby specifically acknowledges and consents to

any mortgage or other similar encumbrance encumbering Lessee's rights and interests in and under this Lease and the Lessee Improvements and all renewals, modifications, consolidations, replacements and extensions of any such mortgage (each, a "Leasehold Mortgage"). The parties intend that any new lease executed pursuant to this Lease (a "New Lease") and all Leasehold Mortgages, shall be prior to all other mortgages or other lien instruments encumbering the leasehold interest in the Leased Premises, which shall be taken subject to, and automatically subordinated to, such New Lease and future Leasehold Mortgages.

C. Lessor agrees that it shall execute such agreements, estoppels and certificates with the holder or prospective holder of any Leasehold Mortgage (individually and/or collectively, a "Mortgagee") as Lessee or such Mortgagee may from time to time reasonably require.

D. No modifications to this Lease made after Lessor has received notice of any Mortgagee shall be effective unless the same are first approved in writing in each instance by each such Mortgagee.

E. Lessor shall give to each Mortgagee a copy of all notices pertaining to this Lease, including all notices regarding any alleged default under this Lease, the termination of this Lease or any demand to remedy any claimed default. Such notices shall be given in writing simultaneously with the notices given to Lessee and no notice by Lessor to Lessee shall be deemed to have been duly given under this Lease unless and until a true and complete copy thereof has been so provided to every Mortgagee.

F. Each Mortgagee shall have the right, but not the obligation, to remedy any alleged default of which it receives notice as set forth herein. Each Mortgagee shall have a period of (i) sixty (60) days following its receipt of written notice of any monetary default under this Lease Agreement to cause such default to be cured, or (ii) ninety (90) days following its receipt of written notice of any non-monetary default under this Lease to cause such non-monetary default to be cured, except that in the case of a non-monetary default which cannot with due diligence be cured within such period of ninety (90) days, to cause such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within ninety (90) days that the time within which to cure same shall be extended for such period as may be necessary to complete the same with all due diligence, and this Agreement shall not be subject to cancellation unless such cure period expires without such default being cured in all material respects; *provided, however*, such period shall be extended so as to permit the Mortgagee to acquire possession of the Leased Premises for any cure which requires such possession (including possession by a keeper or receiver) or to institute foreclosure proceedings, so long as the cure is promptly commenced and the Mortgagee acts with reasonable and continuous diligence through to completion of such cure); and *provided further*, this Lease shall not be subject to cancellation by Lessor for any default, including insolvency, bankruptcy, and receivership proceedings related to Lessee, which the Mortgagee has no reasonable means to cure so long as all rental and monetary defaults are cured within that aforesaid period. Any Mortgagee shall have the right to interplead any sums in dispute and this Lease may not be canceled as a result of such interpleader.

G. Except as specifically provided in the prior paragraph, this Lease shall not be subject to termination, cancellation or forfeiture, nor may Lessee's interest herein be surrendered or any such surrender accepted by Lessor, without the prior written consent of each Mortgagee. The parties acknowledge that this limitation shall apply to any right of Lessee to cancel this Lease as a result of any condemnation, damage by casualty, frustration of purpose or failure of any condition set forth in this Lease.

H. If this Lease is terminated or extinguished for any reason, including by rejection of any receiver or trustee in bankruptcy or by operation of law, Lessor agrees to enter into a New Lease with the Mortgagee with the same priority as this Lease. If there exists more than one Mortgagee, each Mortgagee shall be offered the opportunity to enter into such New Lease in the order of the priority of their Leasehold Mortgages and each Mortgagee shall be given thirty (30) days following written notice to exercise such option. The New Lease shall be on the same terms and conditions contained in this Lease, shall be for the remainder of the term which would otherwise then exist under this Lease, and include the same extension options as are granted to Lessee herein.

I. No Mortgagee shall be deemed to have assumed or agreed to perform any of Lessee's

obligations under this Lease by reason of encumbering Lessee's interest in the Lease, the Leased Premises or the Lessee Improvements, effecting a cure on Lessee's behalf under this Lease, by any course of conduct, or otherwise, unless and to the extent such assumption is specifically agreed to in writing executed by such Mortgagee; *provided, however*, the Mortgagee shall be liable for Lessee's monetary obligations under this Lease which are attributable to the period after such Mortgagee acquires Lessee's interest in this Lease and before it assigns this Lease to a third party. In no event shall Mortgagee be liable for any liability arising out of any Hazardous Substances of Lessee. In the event that the Mortgagee elects, prior to the time that such Mortgagee succeeds to the leasehold estate of Lessee under this Lease, to (i) perform Lessee's obligations under this Lease Agreement, (ii) continue Lessee's operations on the Leased Premises, (iii) acquire any portion of Lessee's right, title or interest under this Lease or (iv) enter into a New Lease, then the Mortgagee shall not have any liability to Lessor in connection therewith, and Lessor's sole recourse in the event of default by the Mortgagee shall be to exercise those remedies of Lessor permitted pursuant to this Lease. Moreover, the Mortgagee or other party who acquires the leasehold estate created by this Lease shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after the Mortgagee or other party no longer has ownership of such leasehold estate.

J. Notwithstanding any provision contained herein to the contrary, each Mortgagee shall have the absolute right, without Lessor's consent, to take any of the following actions or do any of the following: (i) to assign, amend, modify and/or restate its Leasehold Mortgage; (ii) to enforce its Leasehold Mortgage; (iii) to acquire title to Lessee's leasehold estate under this Lease; (iv) to take possession of the Leased Premises or the Lessee Improvements pursuant to its rights under its Leasehold Mortgage and operate the Facility and/or the Lessee Improvements, subject to compliance with this Lease as applicable; (v) to exercise any rights of Lessee with respect to this Lease pursuant to its rights under its Leasehold Mortgage; or (vi) to cause a keeper or receiver to be appointed to do any of the foregoing things.

K. Regardless of any conditions or limitations upon the assignability of this Lease, any Leasehold Mortgage may be foreclosed or otherwise acquired by any Mortgagee and any Mortgagee who acquires Lessee's rights shall have the right to assign this Lease to any third party without Lessor's consent; *provided that* such third party (i) intends to use the Leased Premises for the purposes permitted in this Lease, and (ii) such third party can reasonably demonstrate its financial capacity to meet Lessee's obligations under this Lease.

L. Lessor agrees that all condemnation awards and insurance proceeds which otherwise belong to Lessee may be applied in the manner specified in the Leasehold Mortgage with the highest priority at the time such awards or proceeds are paid, and that no compromises, settlements, or other agreements may be entered into with respect of such awards or proceeds without the prior written consent of the Mortgagee therein.

M. Lessor agrees that it shall execute reasonable amendments to this Lease which do not materially modify Lessee's obligations or materially impair any rights or remedies of Lessor and shall execute such estoppel certificates and further assurances (including but not limited to title insurance affidavits or other required items) regarding the status of the Leased Premises, this Lease, and the performance of Lessor's and Lessee's obligations hereunder as may be reasonably required by any prospective Mortgagee or any prospective purchaser of a Leasehold Mortgage.

N. It is the specific intent of Lessor and Lessee, and Lessor acknowledges for the benefit of any Mortgagee, that the ownership of Lessor's reversionary interest and leasehold interests by any one person shall not extinguish any Leasehold Mortgage.

O. The terms, covenants, and assurances contained in this paragraph shall bind Lessor, and its successors, assigns, transferees, and mortgagees, and shall inure to the benefit of any successor of or participant with any Mortgagee and any assignee or purchaser of any Leasehold Mortgage.

P. Lessor hereby waives and releases any lien or privilege it may have on any of the Lessee Improvements found from time to time in or upon the Leased Premises and including without limitation the lessor's privilege provided by La. Civil Code articles 2707, et seq.

Q. Notwithstanding any provision to the contrary, the terms and provisions of this Article V shall supersede any and all terms and conditions otherwise provided in this Lease.

ARTICLE VI. EVENTS OF DEFAULT

6.01. Event of Default by Lessee

A. The occurrence of any one or more of the following events under this Lease shall be considered an "Event of Default," to-wit:

1. The failure of Lessee to make any of the following: (i) full payment of the Rent on the due date, which failure continues for a period of thirty (30) days after written notice thereof is given to Lessee by Lessor; and (ii) full payment of any other sum herein owed by Lessee which continues for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor;
2. The failure of Lessee to perform and observe, or a violation or breach of, any other provision in this Lease which continues unremedied for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default; and
3. The adjudication of bankruptcy or insolvency of Lessee, either voluntarily or involuntarily, or the filing of a petition for bankruptcy by Lessee.

B. If any Event of Default shall have occurred, Lessor shall have the right to give written notice to Lessee stating that this Lease shall expire and terminate on the date specified by such notice (which shall be no less than thirty (30) days from the date of such notice), and this Lease and the rights of Lessee under this Lease shall expire and terminate unless such default is fully remedied and all arrears of Rent, and all other amounts payable by Lessee under this Lease, and all costs and expenses reasonably incurred by or on behalf of Lessor as a result of the Event of Default, shall have been fully and promptly paid by Lessee to Lessor and all other defaults shall have been fully cured and made good or cured to the reasonable satisfaction of Lessor.

C. Lessee expressly waives any notice to vacate at the expiration or termination of this Lease and all legal delays and, upon an Event of Default by Lessee, Lessor may proceed with eviction or other proceedings without the necessity of placing Lessee in default.

6.02. Event of Default by Lessor

Lessor shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within sixty (60) days after written notice of the default has been given by Lessee to Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default. In the event Lessor fails to cure a default as provided hereinabove and the continuance of such default results in the interruption of Lessee's peaceable enjoyment of the Leased Premises, then Lessee shall, in addition to its other remedies, be entitled to the abatement of the Rent payable under this Lease.

6.03. Right to Cure

Upon the occurrence of an Event of Default, the non-defaulting party may take whatever actions as are reasonably necessary to cure such Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others, purchasing the required goods or services. The defaulting party shall be responsible for all costs, including attorneys' fees and the fees of other professionals, reasonably incurred by the non-defaulting party pursuant to this Article and such costs shall be billed to the defaulting party in addition to any and all other amounts owed hereunder. The defaulting party shall pay all such additional costs and charges within thirty (30) days after billing by the non-defaulting party.

**ARTICLE VII. DAMAGE, DESTRUCTION,
EXPROPRIATION AND FORCE MAJEURE**

7.01. Damage or Destruction

Lessee shall give Lessor immediate notice of any material damage or loss suffered on the Leased Premises, or any improvements located thereon, as a result of any fire, flood, hurricane or other casualty. In the event such casualty renders the Leased Premises unusable for Lessee's Permitted Uses, Lessee may elect to terminate this Lease by providing written notice to Lessor within one hundred eighty (180) days of the casualty.

7.02. Condemnation and Expropriation

A. If the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of condemnation or expropriation, or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. However, Lessee may continue to occupy the Leased Premises, subject to the terms of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Leased Premises shall be taken by the taking authority, and any unearned Rent or other charges paid in advance shall be refunded to Lessee.

B. If any part of the Leased Premises shall be so taken as to render the remainder thereof unusable for Lessee's proposed use, then Lessee shall have the right to terminate this Lease by providing Lessor with notice of such intent to terminate within ninety (90) days of the occurrence of any such taking. In the event that Lessee does not elect to terminate this Lease, then this Lease and the term hereof shall continue in full force and effect, and the Rent shall be adjusted pro-rata in accordance with the land area of the property actually taken by the condemning authority.

C. In the event of a taking or expropriation as contemplated herein, Lessee will be entitled to receive the portion of the award attributable to (i) the value of the Lessee Improvements, fixtures and other property located on the Leased Premises so taken plus (ii) without duplication with clause (i) above, the value of the leasehold estate in the portion of the Leased Premises or the Lessee Improvements so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of Lessee's business and the other costs and expenses incurred by Lessee as a consequence of such taking (if any such compensation or benefits are paid by the applicable taking authority) and Lessor shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the immovable property taken. Nothing contained herein shall prohibit Lessee from claiming relocation damages, damages for lost profits against the taking authority or any other damages it may be entitled to in any appropriate proceeding.

D. Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by Applicable Laws, Lessor hereby acknowledges and waives its rights to expropriate the portion of the Leased Premises described as "Area 2" in the attached Exhibit "I" during the Term. Further, any such expropriation by Lessor shall be considered an Event of Default by the Lessor as to said Area 2. In the case of any proposed taking or expropriation of the portion of the Leased Premises described as "Area 3" in the attached Exhibit "I", Lessor agrees to provide Lessee with at least two (2) years' prior written notice of such proposed taking or expropriation.

7.03. Force Majeure

Provided that notice is given within thirty (30) days of an occurrence of Force Majeure (as hereinafter defined), either party hereto shall be excused from performing any of its respective obligations or undertaking provided in this Lease, excepting any of its respective obligations or undertakings to pay any sums of money under the applicable provisions hereof, for so long as the performance of such obligations are prevented or significantly delayed, retarded or hindered by any event related to the following, to-wit: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, storm warnings, such as hurricanes and named storms, which result in evacuation of the affected area, droughts, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances (except any of the foregoing which are aimed solely at

the party claiming suspension or which involve only employees of the party claiming suspension; *provided, however*, that the handling and settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party having such labor difficulty; (iv) riots, sabotage, terrorism, insurrections or wars; (v) the failure or interruption of performance by Lessee's suppliers by reason of such supplier's valid declaration of an event that would constitute an event of force majeure under Lessee's contract with such supplier, or in the case of a contract for the supply of natural gas, any non-delivery of natural gas other than as a result of a breach of contract by Lessee; (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, or that restrict Lessee's ability to construct the Facility or the Lessee Improvements or any delay in issuance or effectiveness of any governmental approval that has been properly applied for by Lessee that is required to construct the Facility or the Lessee Improvements; and (vii) injunctive litigation proceedings commenced by any person with respect to the Facility or the Lessee Improvements (each act, condition, event or cause being collectively referred to herein as, "**Force Majeure**").

ARTICLE VIII. INDEMNIFICATION AND HOLD HARMLESS

8.01. Lessee's Indemnification of Lessor

A. General. Lessee, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessor and its subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "**Lessor Indemnity Parties**"), harmless from and against, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever including, without limitation, attorneys' and experts' fees and disbursements (collectively "**Losses**") which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) the rights granted in this Lease, (ii) Lessee's possession or use of the Leased Premises; or (iii) the activities of Lessee on the Leased Premises. However, the Lessor Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct and for any Losses in respect of which Lessor is obligated to indemnify Lessee and the Lessee Indemnity Parties pursuant to Section 8.02.

B. Environmental Indemnity. Lessee agrees that it will comply in all material respects with any Environmental Laws (as defined herein) applicable to Lessee, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances (as defined herein) in, on, or about the Leased Premises by Lessee. Lessee agrees to indemnify and hold harmless each of the Lessor Indemnity Parties against and in respect of any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) Lessee's breach of the covenants set forth herein; or (ii) any environmental condition of contamination on the Leased Premises, any claim relating to the discharge or release of Hazardous Substances or any violation of any Environmental Law with respect to the Leased Premises, in each case only to the extent such damages, claims, losses, liabilities, and expense arise after the Commencement Date and to the extent they are caused by Lessee's construction, operations, and maintenance activities or facilities on the Leased Premises.

8.02. Lessor's Indemnification of Lessee

A. General. Lessor, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessee, Contractor, and their respective subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "**Lessee Indemnity Parties**"), harmless from and against, any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of the activities of Lessor on the Leased Premises. However, the Lessee Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct.

B. Environmental Indemnity. Lessor agrees that it will comply in all material

respects with all Environmental Laws applicable to Lessor, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Leased Premises. Lessor agrees to indemnify and hold harmless each of the Lessee Indemnity Parties against and in respect of and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of, in connection with, or relating to the subject matter of: (i) the presence or discharge or release of Hazardous Substances, including all claims or alleged claims for penalties, damages or injunctive relief or for the abatement of a nuisance related to the presence or discharge or release of Hazardous Substances and (ii) any actual or alleged violation of Environmental Laws, in the case of each of subclauses (i) and (ii), where the presence, discharge or release of such Hazardous Substances or violation of Environmental Law arises or occurs (1) at, on or from the Leased Premises on or prior to the Commencement Date or (2) at, on or from the Leased Premises or any other site as a result of or relating to Lessor's activities or facilities, whether before, on or after the Commencement Date, or (iii) Lessor's breach of the covenant set forth herein; or (iv) any environmental condition of contamination on the Leased Premises or any violation of any Environmental Law with respect to the Leased Premises to the extent occurring after the Commencement Date and caused by Lessor's activities or facilities.

C. If Hazardous Substances become present or are discharged or released onto the Leased Premises as a result of Lessor's activities or otherwise exist at the Leased Premises on or prior to the Commencement Date, Lessee shall so notify Lessor in writing as soon as practicable after Lessee's discovery thereof, and Lessor shall have a reasonable period of time to undertake, at its own expense, such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence, discharge or release as required by applicable Environmental Laws, except that such removal or remediation shall not unreasonably interfere with the construction, or operation or maintenance of the Facility or the Lessee Improvements. If Lessor fails to commence, or once commenced, fails to complete within a reasonable period of time, such removal and remediation activities, then Lessee shall have the right to undertake such removal and remediation activities and Lessor shall reimburse Lessee for its reasonable and necessary documented costs therefor within thirty (30) days after receipt and approval of an invoice by Lessor (including any costs associated with the work stoppage or interference with the ability of any Contractor to perform its respective obligations (including, mobilization and de-mobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by Lessee or any Contractor (and its respective subcontractors) as a result of any delay caused by such removal and/or remediation activities). The party not controlling the remediation under this Article shall have a reasonable right of participation in the removal or remediation activities, including the right to (i) receive copies of material reports, work plans and correspondence relating to the removal or remediation activities, (ii) the right to review and comment on draft reports and work plans (and all reasonable comments shall be accepted by the controlling party), and (iii) the right to attend and participate in meetings with applicable governmental authorities. This Article shall not supersede or diminish the provisions or Lessor's obligations otherwise provided herein.

8.03. Other Terms

A. "Environmental Laws" shall be defined as any and all federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, Applicable Law or similar provisions having the force or effect of law, concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law. "Hazardous Substances" shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil,

natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous Substances Law" shall be defined as any and all federal, state and local statutes, laws, regulations, ordinances, judgments, orders, codes, injunctions, applicable common law, Applicable Law or similar provisions having the force or effect of law concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended) to the extent it relates to the handling of and exposure to hazardous or toxic materials or similar substances.

B. All indemnities provided hereunder in this Article 8 shall survive the termination of this Lease.

ARTICLE IX. NOTICE

All notices, demands, requests and other instruments that are required or may be given under this Lease or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of other manners permitted in this Article) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Lessor:

City of Sulphur
Attn: Mayor

Attn: _____
Email: _____

If to Lessee:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200
Houston, Texas 77056
Attn: _____
Email: _____

Either Lessee or Lessor may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (provided that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

ARTICLE X. MISCELLANEOUS

A. All rights and remedies of Lessor and Lessee under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. No delay or omission by Lessor or Lessee in exercising any right occurring upon any noncompliance or default by Lessee with respect to any of the terms hereof shall impair Lessor or Lessee or be construed to be waiver thereof. Any waiver by Lessor or Lessee of any of the covenants and agreements to be

performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

B. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

C. Lessee and Lessor each agree not to record this Lease, but each party hereto agrees, on the request of the other party, to execute a memorandum of lease in recordable form. The memorandum of lease shall not set forth the rental or other charges payable by Lessee under this Lease and shall expressly state that it is executed pursuant to this provision of this Lease and is not intended to vary the terms and conditions of this Lease.

D. This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

E. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

F. The captions used in this Lease shall have no effect of its interpretation.

G. Lessor and Lessee acknowledge and agree that no brokers are to be compensated in this transaction. Further, Lessor and Lessee hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers.

H. This Lease contains the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modifications hereof or assent or consent of Lessor to any waiver of any part of this Lease, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

I. In the event of a dispute, controversy, or claim arising out of or related to any provision of this Lease, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

J. This Lease may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

K. Lessor represents and warrants that it has the statutory authority to enter into this Lease and that, when executed, this Lease shall be binding and enforceable in accordance with its terms, and that it is not immune from suit or judgment resulting from any claim or action brought against it by Lessee pursuant to the express terms of this Lease.

L. This Lease shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Lease, except as specifically set forth herein.

THUS DONE AND SIGNED in the City of Sulphur, Louisiana, on this _____ day of _____, _____, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of said party and me, Notary Public.

WITNESSES:

CITY OF SULPHUR

Print: _____

By: _____

Title: _____

Print: _____

Notary Name: _____

Notary/Bar ID: _____

Expiration: _____

THUS DONE AND SIGNED in _____,
_____, on this _____ day of _____,
_____, in the presence of me, Notary Public, and the following competent witnesses
who have signed in the presence of said party and me, Notary Public.

WITNESSES:

LAKE CHARLES METHANOL II, LLC

Print: _____

By: _____
Title: _____

Print: _____

Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

EXHIBIT "I"

[Insert Legal Description for the Leased Premises]

Area 2:

Area 3:

CoS WWTF - Property for Lease & Purchase by LCM II



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF SULPHUR AND LAKE CHARLES METHANOL II, LLC, AND AUTHORIZE THE SALE OF PROPERTY LOCATED ADJACENT TO WASTEWATER TREATMENT FACILITY PURSUANT TO LA R.S. 33:4712.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to execute a Purchase and Sale Agreement between the City of Sulphur and Lake Charles Methanol II, LLC (See Exhibit “A”) and authorize execution of all documents necessary to facilitate the sale of property according to same which is located adjacent to Wastewater Treatment Facility more fully described as follows, to-wit:

To be surveyed to determine exact description and acreage (See Exhibit “B”).

(Hereinafter sometimes referred to as the “Property”)

BE IT FURTHER ORDAINED that the Property is not needed for public purposes as confirmed in the letter from Meyer & Associates, Inc. (See Exhibit “C”)

BE IT FURTHER ORDAINED that Lake Charles Methanol II, LLC shall pay to the City of Sulphur Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre of the Property (pro-rated as applicable) as determined by the Survey. The purchase price shall be payable in cash on the closing date. Additionally, the property shall not be sold for less than the appraised value as confirmed in the letter from Certified Appraiser Pete Pauley. (See Exhibit “D”).

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the

I HEREBY CERTIFY that I have received

foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor ("Seller"), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative, or its successors and assigns ("Buyer"), and is dated to be effective as of the day last signed by the undersigned (the "Effective Date"). Seller and Buyer do hereby agree as follows, to-wit:

I. Property To Be Conveyed.

(a) Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain parcel of land more particularly shown on Exhibit "A" attached hereto, comprising approximately 5.35 acres (to be determined by the Survey, as hereinafter defined), together with all buildings, improvements, component parts and fixtures attached to the above described property, and all of Seller's rights, title and interest in and to (i) all rights, servitudes, appurtenances, covenants, licenses, privileges, benefits and advantages thereunto; and (ii) any land lying in the bed or banks of any lakes, rivers, streams, waterways, ditches, roads, streets, lanes, alleys, or rights of ways either within such parcel of land or bounding such parcel of land to the centerline thereof (all interests and property described above being collectively referred to herein as the "**Property**").

(b) Buyer shall, at its sole expense, obtain and provide to Seller a metes and bounds survey of the Property prepared by a surveyor licensed under the laws of the State of Louisiana (the "Survey"), which must be certified in compliance with the minimum standards applicable to such surveys. Buyer shall provide Seller with a preliminary copy of the proposed Survey prior to the expiration of the Closing Date, as hereinafter defined, and thereafter, Buyer and Seller shall act in good faith to negotiate and resolve any issues arising out of the Survey, including the specific boundaries of the Property. The final Survey shall be made subject to the approval of both Buyer and Seller, which approval shall not be unreasonably withheld, conditioned or delayed by either party, and the legal description of the Property included in the Survey shall thereafter replace the description included herein.

(c) Seller and Buyer hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in an "AS IS" condition, subject to Buyer's inspection rights set forth in Section 3.

(d) Seller shall provide to Buyer, within fourteen (14) days after the Effective Date, copies of all documents, tests, correspondence, plans, title policies, abstracts, building restrictions, surveys and all other studies and reports, including, without limitation, all engineering investigations, environmental studies, sewer impact studies, storm water plans or studies and traffic impact plans or studies, which have been made with respect to the Property by Seller and which are otherwise in Seller's possession or control. ("Seller Property Documents" or "SPD")

Buyer shall return all SPD documents to the Seller within two (2) business days after the termination of the inspection period and regardless of whether or not the sale takes place.

2. Purchase Price.

(a) The price (the "Purchase Price") for which Seller agrees to sell and convey the Property to Buyer free and clear of any encumbrances of any kind except those expressly approved by Buyer, and which Buyer agrees to pay to Seller for such conveyance shall be equal to Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre of the Property (pro-rated as applicable) as determined by the Survey. The Purchase Price shall be payable in cash on the Closing Date, as hereinafter defined.

3. Inspection Period.

(a) Beginning from the Effective Date and through the Closing Date (the "Inspection Period"), Buyer, its agents, affiliates, equity owners, members, officers, directors, consultants, title insurers, insurers, and contractors engaged by Buyer to conduct geotechnical and/or environmental site assessments (collectively, the "Representatives") shall have the right to enter upon the Property for the purpose of making inspections at Buyer's sole risk, cost and expense. All such entries upon the Property shall be at reasonable times following reasonable advance notice to Seller. If any inspection or test disturbs the Property, Buyer shall restore the Property to the same or better condition as existed before the inspection or test. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's reasonable attorneys' fees and costs, arising out of or in connection with Buyer's or any of its Representatives' entry on the Property and any inspections of the Property; *provided, however*, that the foregoing indemnity shall not apply to any conditions which are preexisting on the Property as of the Effective Date which are merely discovered by Buyer or any of its Representatives and shall not apply to any other conditions which are caused by or resulting from any conditions which may arise during the Inspection Period which are not caused by or otherwise attributable to Buyer or any of its Representatives' actions or omissions during the Inspection Period. Buyer shall produce copies any and all documents and information generated by Buyer or their agent(s) during the Inspection Period regarding the Property ("Buyer Property Documents" or "BPD") within thirty (30) days of generation of same and regardless of whether or not the sale takes place..

(b) If Buyer shall, for any reason, in Buyer's sole discretion, judgment and opinion, be dissatisfied with any aspect of the Property, Buyer shall have the right to terminate this Agreement by giving a written notice of such termination (the "Termination Notice") to Seller on or before the expiration of the Inspection Period. If Buyer properly terminates this Agreement pursuant to this Section 3, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

4. Warranties and Representations.

(a) Seller hereby warrants and represents to Buyer, which warranties and representations shall survive the Closing, that, as of the Effective Date and as of the Closing Date: (a) Seller's authority herein is contingent upon City Council approval which shall be sought within a reasonable time after execution of this agreement. This contingent authority is to execute this Agreement and to convey to Buyer good and indefeasible fee simple title to the Property, including all mineral rights, in accordance with the terms of this Agreement, free and clear of all liens, encumbrances and other exceptions to title except for the encumbrances shown on a title report which have been agreed to by Buyer (the "Permitted Encumbrances"); (b) no improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property, and Seller has not been notified of, and otherwise has no knowledge of, any possible future improvements that might create an assessment against any part of the Property; (c) neither the terms of this Agreement nor anything provided to be done by Seller hereunder (including, but not limited to, the conveyance and transfer of the Property) will violate any contract, agreement or instrument to which Seller is a party or which affects the Property; (d) Seller is not in default of any of its obligations or liabilities pertaining to the Property, and there is no state of facts, circumstance, condition or event which, after notice or lapse of time, or both, would constitute or result in any such default; (e) Seller has received no notice of, and otherwise has no knowledge of, any action, litigation, or proceeding by any individual or governmental agency or proceedings in eminent domain against the Property; (f) there are no underground storage tanks presently located on the Property and no underground storage tanks have been removed from the Property; (g) Seller has not received notice of, and otherwise has no knowledge of, any violations of law, municipal or parish ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon; (h) during Seller's ownership of the Property, no portion of the Property has been excavated, no landfill was deposited on or taken from the Property, no construction debris or other debris was buried upon any portion of the Property, and, to the best of Seller's knowledge, none of the foregoing has occurred with respect to the Property prior to the time Seller became the owner of the Property; (i) no Hazardous Substances, as defined hereinafter, have been brought, treated, recycled, stored or disposed of on, under or at the Property and the Property is not in violation of any Environmental Law, as defined hereinafter; (j) there has been no release or threatened release of any Hazardous Substances from, at or to the Property; and (k) there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws. Seller further represents and warrants that that it is authorized under its own governing agreements and all applicable to enter into this Agreement without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under applicable laws which Seller affirms and attests are inapplicable to this Agreement. However, Seller is subject to La. R.S. 33:4712 and Buyer shall make its own determination if Seller has properly complied with same.

(b) For purposes of this Agreement: "Environmental Laws" shall be defined as any and all applicable federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, or similar provisions having the force or effect of law (collectively, "Applicable Laws"), concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law (as defined below);

“Hazardous Substances,” shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “acutely hazardous waste,” “restricted hazardous waste,” “radioactive waste,” “infectious waste,” “biohazardous waste,” “toxic substance,” “pollutant,” “toxic pollutant,” “contaminant” or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “EP toxicity” or “TCLP toxicity”; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment; and “Hazardous Substances Law” shall be defined as any and all Applicable Laws concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances, including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended), to the extent such Applicable Laws relate to the handling of and exposure to Hazardous Substances.

5. Operation of Property Prior to Closing.

(a) Following the Effective Date, Seller shall not make any material changes to the Property nor enter any servitude, lease, encumbrance, operating agreement, service contract or other agreement affecting the Property that would be binding upon Buyer or the Property after the Closing, unless Buyer has consented to the same in writing.

(b) Buyer shall be solely responsible for obtaining all permits, licenses, variances and other governmental approvals necessary or required with respect to its proposed activities on the Property; *provided, however*, that Seller agrees to reasonably cooperate with Buyer and with any governmental entities in order to enable Buyer to obtain all necessary permits, licenses, variances and governmental approvals in a timely manner, including Buyer’s execution and delivery of permit applications and other paperwork to the extent required.

6. Title and Possession.

(a) Seller shall have an obligation to deliver merchantable title to the Property to Buyer at the Closing. Prior to the expiration of the Inspection Period, Buyer may provide a written notice to Seller of any objections Buyer may have to the exceptions to title set forth in a

title report with respect to the Property or the Survey. Thereafter, Seller shall have ten (10) days from receipt of Buyer's written notice in order to cure such objections. If Seller does not cure such objections to the satisfaction of Buyer within such time period, Buyer may either (i) terminate this Agreement by delivering a Termination Notice to Seller on or before the date that is five (5) days after the expiration of Seller's ten (10) day cure period, or (ii) elect to waive its objections and purchase the Property pursuant to this Agreement. Notwithstanding any provision to the contrary, Seller shall have a duty to cure any objections related to the merchantability of the title, including but not limited to, any judgments, liens, mortgages or other encumbrances affecting the Property.

7. Conditions Precedent to Closing.

Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions:

(a) All of the representations and warranties of Seller contained in this Agreement, including those set forth in Section 4 above, shall be true, accurate and correct in all material respects as of the Closing Date;

(b) Seller acknowledges that Buyer is in the process of developing a natural gas to methanol facility (the "Facility") on adjacent property owned by the Lake Charles Harbor & Terminal District (the "Facility Site") and Buyer is seeking equity and debt financing for the Facility. The obligation of Buyer to acquire the Property under the terms and conditions set forth in this Agreement is contingent on Buyer obtaining requisite equity and debt financing for the Facility.

(c) In the event that any condition set forth above is not satisfied by the Outside Date, Buyer may elect to either (i) waive such unsatisfied condition whereupon title shall be transferred and conveyed by Seller to Buyer as provided in this Agreement or (ii) terminate this Agreement.

8. Closing Costs; Prorations.

(a) If the Closing occurs as herein provided, Seller shall pay the costs of any curative fees related to the merchantability of the title and the cost of its own attorneys. All other costs which, by custom and practice, are generally to be paid by a purchaser of real property in the State of Louisiana, including the cost of title review, survey, or a title insurance policy, shall be borne by Buyer.

(b) Current real estate and personal property taxes and any other water, sewer or other municipal use or improvement tax or assessment affecting the Property, and all other items of revenue and expense which, by custom and practice, are prorated between sellers and purchasers of property similar in kind to the Property, shall be prorated as of midnight on the date immediately prior to the Closing Date and in accordance with the custom of Calcasieu Parish, Louisiana, the parish in which the Property is located. The provisions of this subparagraph shall survive the Closing and the delivery of the Deed (as defined below).

9. Closing.

(a) The closing of title and consummation of the purchase and sale of the Property under this Agreement (the “Closing”) shall occur on a mutually acceptable date subject to Buyer obtaining the requisite equity and debt financing with respect to the Facility and the execution of that certain Ground Lease and Improvements Lease Agreement by Buyer and the Lake Charles Harbor & Terminal District (the “District Lease”) with respect to the Facility Site (the “Closing Date”). If the Closing Date does not occur on or before December 31, 2026 (the “Outside Date”), Seller shall have the right to terminate this Agreement upon providing written notice to Buyer of such termination. Upon the termination of this Agreement by Seller, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

(b) At Closing, Seller shall deliver to Buyer:

(1) A settlement statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement (the “Settlement Statement”);

(2) a general warranty deed executed and acknowledged by Seller conveying to Buyer merchantable title to the Property (the “Deed”);

(3) evidence of the authority of persons executing the closing paperwork for Seller;

(4) all other documents or items required to be delivered by Seller under this Agreement or otherwise reasonably required by Buyer, its title company, or the title insurance company issuing the title insurance policy in connection with the transactions contemplated herein (and including but not limited to a standard Seller’s Affidavit, FIRPTA, and other similar closing documents).

(c) At Closing, Buyer shall pay to Seller, the Purchase Price, plus or minus applicable prorations, and shall deliver to Seller:

(1) the Settlement Statement;

(2) the Deed containing a right of first refusal provision in favor of Seller granting Seller the right to purchase the Property at its appraised value prior to the Buyer selling to any third party or changing the record owner of said Property. This agreement shall be mutually agreeable to both parties, drafted prior to closing and recorded in the public records at the simultaneously with filing of the Deed as more particularly set forth in Section 14 © below; and

(3) all other documents or items required to be delivered by Buyer under this Agreement or otherwise reasonably required by Seller in connection with the transactions contemplated herein.

(d) The parties acknowledge that the Closing may be a “mail-away” closing, effected through escrow by delivery of executed documents and funds to Buyer’s title company.

(e) Seller shall deliver possession of the Property at Closing.

10. Default; Remedies.

(a) In the event of any default by Buyer under this Agreement, and should such default remain after fifteen (15) days of written notice from Seller to Buyer, then Seller's sole remedy shall be to terminate this Agreement. Seller hereby expressly waives, relinquishes and releases any other right or remedy available to it at law, in equity or otherwise by reason of Buyer's default hereunder or Buyer's failure or refusal to perform its obligations hereunder.

(b) In the event the purchase and sale is not consummated because of Seller's failure to perform Seller's obligations under this Agreement or in the event of any other default by Seller or in the event that any of the matters Seller has represented or warranted are determined to be inaccurate, and should such default remain after fifteen (15) days of written notice from Buyer to Seller, Buyer shall have the following rights and remedies, which shall be cumulative to the fullest extent permitted by law: (i) to seek specific performance; (ii) to give notice terminating this Agreement, in which case Seller shall reimburse Buyer for its reasonable and verifiable expenses arising out of this Agreement; and/or (iii) to pursue any other right or remedy available at law or in equity.

11. Notices. All notices, demands, requests and other instruments that are required or may be given under this Agreement or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of the other manners permitted in this Section 11) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Seller:

City of Sulphur
Attn: Mayor

Attn: _____
Email: _____

_____ With copy to:

_____ Billy E. Loftin, Jr.
_____ 113 Dr. Michael DeBakey Drive
_____ Lake Charles, LA 70601
_____ billy@llgllc.com

If to Buyer:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200

Houston, Texas 77056

Attn: _____

Email: _____

Either party may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (provided that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

12. Casualty. The risk of loss or damage to the Property by reason of any insured or uninsured casualty up to and including the date of Closing until funds have been released from escrow shall be borne by Seller. In the event of any damage to the Property, occurring on or prior to the date and time of Closing, Buyer may, in its sole discretion and at its option, by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such damage, (a) terminate this Agreement; or (b) proceed to Closing.

13. Condemnation.

(a) In the event that prior to Closing any action or proceeding is filed, or notice thereof is given to Seller under which any portion of the Property may be taken pursuant to any governmental law, ordinance or regulation, or by condemnation or the right of eminent domain, then in any such event, Buyer may, in its sole discretion and at its option, by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such taking, (a) terminate this Agreement; or (b) proceed to Closing and receive any proceeds due Seller as a result of such taking.

(b) Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by applicable law, Seller hereby acknowledges and waives its rights to expropriate the Property after Buyer's acquisition of the Property.

14. Purchase Option and Right of First Refusal.

(a) In connection with the Closing, Buyer agrees to grant Seller an option to purchase the Property on an "AS IS" basis in Seller's sole discretion for One Dollar (\$1.00) as provided herein. Seller agrees that it may not exercise its option to purchase the Property until the latest of the following dates:

- (i) the date of expiration of the last of the third party offtake agreements entered into by Buyer with third parties for the sale of methanol, hydrogen and other products produced by the Facility after giving effect to any extension options granted to such third parties; and
- (ii) the date of termination of the District Lease.

It is expressly agreed upon by the parties that the option to purchase shall not be exercisable by the Seller until the later of the above described dates and in the event the option is limited to a shorter time period by a court of competent jurisdiction, operation of the law, or any other means, the option shall be severed from this Agreement and expressly terminate.

(b) The option to purchase to be granted to Seller by Buyer shall be in mutually agreeable form; *provided, however*, that Buyer and Seller agree to the following major terms: (i) the Property will be sold back to Seller on an “AS IS, WHERE IS” basis without any duty or obligation on the part of Buyer to remediate the Property or to remove any foundations, fixtures and immovable structures or to provide any representations and warranties of any kind; (ii) Seller acknowledges that it will take ownership of the Property subject to all instruments of record (including the Permitted Encumbrances), (iii) Seller acknowledges that Buyer, during its ownership of the Property, and without the need for the consent of the Seller, may grant additional mortgages, easements, rights-of-way, servitudes and other agreements on or affecting the Property, and (iv) subject to the above, Buyer’s sole obligation under the option to purchase shall be to quitclaim its interest in the Property to the Seller.

(c) Buyer shall grant a right of first refusal in favor of Seller granting Seller the right to purchase the Property at its appraised value prior to the Buyer selling to any third party or changing the record owner of said Property. The appraised value shall be limited to the value of the Property and improvements situated thereon and shall NOT include any value for any other property or improvements or value related to the accessory function(s) the Property provides for any other business, process or property. This agreement shall be mutually agreeable to both parties, drafted prior to closing and recorded in the public records at the simultaneously with filing of the Deed.

15. Miscellaneous.

(a) No delay or omission by Seller or Buyer in exercising any right occurring upon any noncompliance or default by a party with respect to any of the terms hereof shall impair the remaining party or be construed to be waiver thereof. Any waiver by a party of any of the covenants and agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(b) The covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

(d) The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(e) The captions used in this Agreement shall have no effect of its interpretation.

(f) Seller and Buyer acknowledge and agree that no brokers are to be compensated in connection with this Agreement or any of the transactions contemplated under this Agreement. Further, Seller and Buyer hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers or third parties seeking compensation with respect to the purchase transaction contemplated under this Agreement.

(g) This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, all previous or contemporaneous agreements with respect to such purchase and sale being merged herein and waived hereby, and no modifications hereof or assent or consent of Seller to any waiver of any part of this Agreement, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof. For the avoidance of doubt, the parties acknowledge and agree that the lease of other property owner by Seller to Buyer pursuant to other agreements being executed concurrently are not intended to be merged pursuant to the foregoing.

(h) In the event of a dispute, controversy, or claim arising out of or related to any provision of this Agreement, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

(i) This Agreement may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

(j) Seller represents and warrants that it has the statutory authority to enter into this Agreement and that, when executed, this Agreement shall be binding and enforceable in accordance with its terms, and that Seller is not immune from suit or judgment resulting from any claim or action brought against it by Buyer pursuant to the express terms of this Agreement.

(k) This Agreement shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Agreement, except as specifically set forth herein.

(l) Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday or any other day on which banks in the State of Louisiana are permitted or required to close, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday or any other day on which banks in the State

of Louisiana are permitted or required to close. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time where the Property is located.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

THUS DONE AND SIGNED on this ____ day of _____, 2025.

SELLER:

CITY OF SULPHUR

By: _____
Title: _____

THUS DONE AND SIGNED on this ____ day of _____, 2025.

BUYER:

LAKE CHARLES METHANOL II, LLC

By: _____
Title: _____

EXHIBIT “B”

[Insert Legal Description]

EXHIBIT “C”



Meyer & Associates, Inc.
Consulting Engineers

Vernon F. Meyer, P.E.
President

Richard T. Meyer, P.E.
Vice President

October 7, 2025

Mr. Austin Abrahams
City of Sulphur
P. O. Box 1309
Sulphur, LA 70664

Re: Sulphur Regional Wastewater Treatment Plant
Future Plant Expansion and Potential Property Sale/Lease
City of Sulphur
MAI No. B1-25020-E35

Dear Mr. Abrahams:

At the City's request, Meyer has reviewed the existing Sulphur Regional Wastewater Treatment Plant size in preparation for allocations to address future operations and potential growth based on anticipated increases in sanitary sewer collection and treatment. In conjunction with said review, Meyer was requested to review the impacts of potential property acquisition by Lake Charles Methanol for the purposes of the development of a proposed manufacturing industrial facility on adjacent property owned by the Port of Lake Charles.

Enclosed for your use in review is Sulphur Regional Wastewater Plant Site – Potential Property Areas Exhibit. The exhibit includes the current wastewater treatment facility in conjunction with the potential future expansion of the facility and impacts of said proposed property acquisition to be considered for sale and/or lease.

Upon review, Meyer recommends consideration of the proposed property sale and lease by City Administration and City Council based on the following:

- No anticipated impact on potential expansion of the Sulphur Regional Wastewater Treatment Plant
- Current City wastewater treatment operational information provided to our firm
- Existing property layout



Mr. Austin Abrahams
October 7, 2035
Page 2

Meyer's recommendation is contingent upon review and approval by City Administration, City Council, City Legal Counsel and Real Estate Appraisals of City property to be considered for sale and/or lease. In the event the City of Sulphur approves moving forward with the sale of property, Meyer recommends that City Legal Counsel consider the following for inclusion in the property sale documents:

- City retains the First Right of Refusal to reclaim ownership of the property at the sale cost or less if the proposed manufacturing facility is not constructed
- City retains the First Right of Refusal to reclaim ownership of the property at the sale cost or less prior to the property ownership considered for sale or transfer to a third party

Please let us know of any questions or comments you may have regarding our professional review of the proposed property transaction and the potential impacts on the Sulphur Regional Wastewater Treatment Plant. Thanks.

Sincerely,

MEYER & ASSOCIATES, INC.

Vernon F. Meyer, P.L.S., P.E.
President

EXHIBIT "D"

LEONARD E. PAULEY, JR.
President



337-540-1399 - CELL
l.pauley@ccim.net

OCTOBER 7, 2025

Mr. Austin Abrahams
Director of Public Works
101 N Huntington St
City of Sulphur, LA 70663
Office: 337-527-4510
Fax: 337-527-8313
Email: aabrahams@sulphur.org

RE: The current offers in both fee acquisition and leased portions of the excess land owned by the City of Sulphur, LA at its Water clarification plant located just south of the eastern extension of Bayou D'Inde Rd. (See Attached Survey & the Purchase and lease agreements that are the substance of the offers to the City of Sulphur).

Dear **Mr. Abrahams:**

Per your request, I have completed the following:

- Completed a study in the market area of the subject property for comparable sales.
 - I have gone to the site.
 - I have reviewed the survey that you forwarded to my attention.
 - I have read the documents attached at the same time as the survey.
1. The purchase agreement sets out that the sales price for a fee purchase shall be set at \$425,000.00 per acre or \$9.76/sf. In all of my research I cannot find any comparables that can support such a significant offer. This offer is so high (on the stated \$/acre) that it is my view that this offer supersedes any possible Market Value Appraisal that not only does not require a full report and negates the requirement of public notice & time for other offers. It is my view that no prudent buyer would or could outperform this extremely generous offer.¹
 2. The lease provides that they will pay \$30,000.00/acre/year. The sum of the 2 lease sites is 2.73 acres. At \$30,000.00/year that would equate to \$81,900.00/year. The annual per year/acre at \$30,000.00 would indicate 7.06% return on the land (based on the \$425,000.00/acre set out in the purchase agreement). This in fact is a particularly excellent rate of return, especially with the sites being split and both the purchase area and the lease area having limited access, at best.

¹ It is my view that LAKE CHARLES METHANOL II, LLC is trying to be an extremely good neighbor and more so, trying to overly help the City of Sulphur, LA with both the fee purchase offer and the lease offer as well.

Additional considerations:

- a) The acreage is set out in the lease document at 5.35 acres, but the survey states that the purchase property size is 5.39 acres.
- b) Clarity regarding the overall purchase price and the overall lease amount in the documents.
- c) Your attorney must approve the verbiage in both documents.
- d) The access for the City at this plant site must not be obstructed, which needs approval of the Sulphur City Attorney.

From an appraisal standpoint, it is my view that these offers should be acceptable, subject to the City Attorney approving the language in each document.

Thank you and the City of Sulphur for allowing me to serve you in this matter.²

Sincerely yours,



Leonard E. Pauley, Jr., SCMLASA, IFAS
Louisiana Certified General Real Estate Appraiser 0200

²² Please note that I have done comparable research and have at least 9.5 hours involved in that quest. I will keep all of my notes and findings in a work file for at least 5 years.

CERTIFICATION:

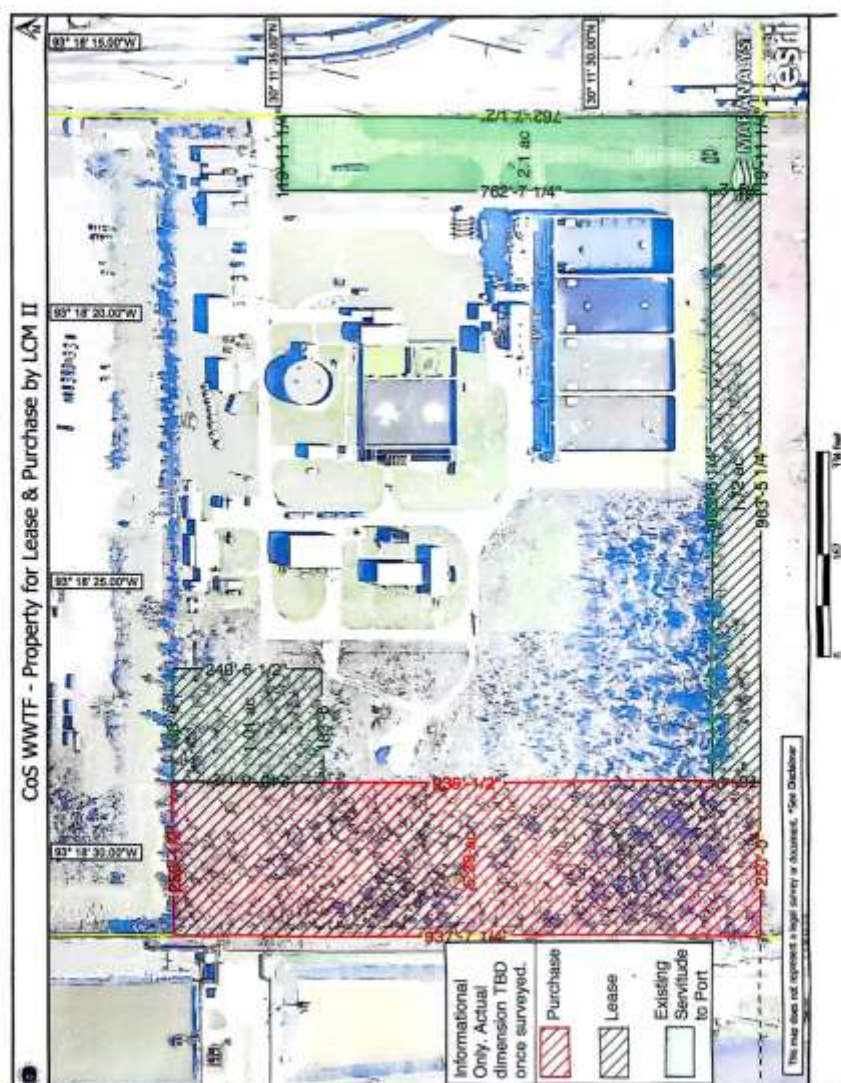
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions developed in this review report were prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.


Leonard E. Pauley, Jr., CCIM
Louisiana Certified General Real Estate Appraiser
Certificate #G200

October 7, 2025
Date

Letter to Mr. Austin Abrahams – Director of Public Works – City of Sulphur, LA
Re: Offers from Lake Charles Methanol II, LLC
Page 4



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor ("Seller"), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative, or its successors and assigns ("Buyer"), and is dated to be effective as of the day last signed by the undersigned (the "Effective Date"). Seller and Buyer do hereby agree as follows, to-wit:

1. Property To Be Conveyed.

(a) Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain parcel of land more particularly shown on Exhibit "A" attached hereto, comprising approximately 5.35 acres (to be determined by the Survey, as hereinafter defined), together with all buildings, improvements, component parts and fixtures attached to the above described property, and all of Seller's rights, title and interest in and to (i) all rights, servitudes, appurtenances, covenants, licenses, privileges, benefits and advantages thereunto; and (ii) any land lying in the bed or banks of any lakes, rivers, streams, waterways, ditches, roads, streets, lanes, alleys, or rights of ways either within such parcel of land or bounding such parcel of land to the centerline thereof (all interests and property described above being collectively referred to herein as the "Property").

(b) Buyer shall, at its sole expense, obtain and provide to Seller a metes and bounds survey of the Property prepared by a surveyor licensed under the laws of the State of Louisiana (the "Survey"), which must be certified in compliance with the minimum standards applicable to such surveys. Buyer shall provide Seller with a preliminary copy of the proposed Survey prior to the expiration of the Closing Date, as hereinafter defined, and thereafter, Buyer and Seller shall act in good faith to negotiate and resolve any issues arising out of the Survey, including the specific boundaries of the Property. The final Survey shall be made subject to the approval of both Buyer and Seller, which approval shall not be unreasonably withheld, conditioned or delayed by either party; and the legal description of the Property included in the Survey shall thereafter replace the description included herein.

(c) Seller and Buyer hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in an "AS IS" condition, subject to Buyer's inspection rights set forth in Section 3.

(d) Seller shall provide to Buyer, within fourteen (14) days after the Effective Date, copies of all documents, tests, correspondence, plans, title policies, abstracts, building restrictions, surveys and all other studies and reports, including, without limitation, all engineering investigations, environmental studies, sewer impact studies, storm water plans or studies and traffic impact plans or studies, which have been made with respect to the Property by Seller and which are otherwise in Seller's possession or control.

2. Purchase Price.

(a) The price (the "Purchase Price") for which Seller agrees to sell and convey the Property to Buyer free and clear of any encumbrances of any kind except those expressly approved by Buyer, and which Buyer agrees to pay to Seller for such conveyance shall be equal to Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre of the Property (pro-rated as applicable) as determined by the Survey. The Purchase Price shall be payable in cash on the Closing Date, as hereinafter defined.

3. Inspection Period.

(a) Beginning from the Effective Date and through the Closing Date (the "Inspection Period"), Buyer, its agents, affiliates, equity owners, members, officers, directors, consultants, title insurers, insurers, and contractors engaged by Buyer to conduct geotechnical and/or environmental site assessments (collectively, the "Representatives") shall have the right to enter upon the Property for the purpose of making inspections at Buyer's sole risk, cost and expense. All such entries upon the Property shall be at reasonable times following reasonable advance notice to Seller. If any inspection or test disturbs the Property, Buyer will restore the Property to generally the same condition as existed before the inspection or test. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's reasonable attorneys' fees, arising out of or in connection with Buyer's or any of its Representatives' entry on the Property and any inspections of the Property; *provided, however*, that the foregoing indemnity shall not apply to any conditions which are preexisting on the Property as of the Effective Date which are merely discovered by Buyer or any of its Representatives and shall not apply to any other conditions which are caused by or resulting from any conditions which may arise during the Inspection Period which are not caused by or otherwise attributable to Buyer or any of its Representatives' actions or omissions during the Inspection Period. Nothing in the foregoing is intended to alter the rights and obligations of Buyer and Seller which are set forth in any access agreement separately entered into by Seller and Buyer with respect to Buyer's inspection and access rights with respect to the Property, which separate agreement shall supersede and override any conflicts with this Section 3.

(b) If Buyer shall, for any reason, in Buyer's sole discretion, judgment and opinion, be dissatisfied with any aspect of the Property, Buyer shall have the right to terminate this Agreement by giving a written notice of such termination (the "Termination Notice") to Seller on or before the expiration of the Inspection Period. If Buyer properly terminates this Agreement pursuant to this Section 3, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

2. Warranties and Representations.

(a) Seller hereby warrants and represents to Buyer, which warranties and representations shall survive the Closing, that, as of the Effective Date and as of the Closing Date: (a) Seller has authority to execute this Agreement and to convey to Buyer good and

indefeasible fee simple title to the Property, including all mineral rights, in accordance with the terms of this Agreement, free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Encumbrances; (b) no improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property, and Seller has not been notified of, and otherwise has no knowledge of, any possible future improvements that might create an assessment against any part of the Property; (c) neither the terms of this Agreement nor anything provided to be done by Seller hereunder (including, but not limited to, the conveyance and transfer of the Property) will violate any contract, agreement or instrument to which Seller is a party or which affects the Property; (d) Seller is not in default of any of its obligations or liabilities pertaining to the Property, and there is no state of facts, circumstance, condition or event which, after notice or lapse of time, or both, would constitute or result in any such default; (e) Seller has received no notice of, and otherwise has no knowledge of, any action, litigation, or proceeding by any individual or governmental agency or proceedings in eminent domain against the Property; (f) there are no underground storage tanks presently located on the Property and no underground storage tanks have been removed from the Property; (g) Seller has not received notice of, and otherwise has no knowledge of, any violations of law, municipal or parish ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon; (h) during Seller's ownership of the Property, no portion of the Property has been excavated, no landfill was deposited on or taken from the Property, no construction debris or other debris was buried upon any portion of the Property, and, to the best of Seller's knowledge, none of the foregoing has occurred with respect to the Property prior to the time Seller became the owner of the Property; (i) no Hazardous Substances, as defined hereinafter, have been brought, treated, recycled, stored or disposed of on, under or at the Property and the Property is not in violation of any Environmental Law, as defined hereinafter; (j) there has been no release or threatened release of any Hazardous Substances from, at or to the Property; and (k) there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws. Seller further represents and warrants that that it is authorized under its own governing agreements and all applicable to enter into this Agreement without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under applicable laws which Seller affirms and attests are inapplicable to this Agreement.

(b) For purposes of this Agreement: "Environmental Laws" shall be defined as any and all applicable federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, or similar provisions having the force or effect of law (collectively, "Applicable Laws"), concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law (as defined below); "Hazardous Substances," shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability,

corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment; and "Hazardous Substances Law" shall be defined as any and all Applicable Laws concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances, including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended), to the extent such Applicable Laws relate to the handling of and exposure to Hazardous Substances.

3. Operation of Property Prior to Closing.

(a) Following the Effective Date, Seller shall not make any material changes to the Property nor enter any servitude, lease, encumbrance, operating agreement, service contract or other agreement affecting the Property that would be binding upon Buyer or the Property after the Closing, unless Buyer has consented to the same in writing.

(b) Buyer shall be solely responsible for obtaining all permits, licenses, variances and other governmental approvals necessary or required with respect to its proposed activities on the Property; *provided, however*, that Seller agrees to reasonably cooperate with Buyer and with any governmental entities in order to enable Buyer to obtain all necessary permits, licenses, variances and governmental approvals in a timely manner, including Buyer's execution and delivery of permit applications and other paperwork to the extent required.

4. Title and Possession.

(a) Seller shall have an obligation to deliver merchantable title to the Property to Buyer at the Closing. Prior to the expiration of the Inspection Period, Buyer may provide a written notice to Seller of any objections Buyer may have to the exceptions to title set forth in a title report with respect to the Property or the Survey. Thereafter, Seller shall have ten (10) days from receipt of Buyer's written notice in order to cure such objections. If Seller does not cure such objections to the satisfaction of Buyer within such time period, Buyer may either (i) terminate this Agreement by delivering a Termination Notice to Seller on or before the date that is five (5) days after the expiration of Seller's ten (10) day cure period, or (ii) elect to waive its objections and purchase the Property pursuant to this Agreement. Notwithstanding any

provision to the contrary, Seller shall have a duty to cure any objections related to the merchantability of the title, including but not limited to, any judgments, liens, mortgages or other encumbrances affecting the Property.

5. Conditions Precedent to Closing.

Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions:

(a) All of the representations and warranties of Seller contained in this Agreement, including those set forth in Section 4 above, shall be true, accurate and correct in all material respects as of the Closing Date;

(b) Seller acknowledges that Buyer is in the process of developing a natural gas to methanol facility (the "Facility") on adjacent property owned by the Lake Charles Harbor & Terminal District (the "Facility Site") and Buyer is seeking equity and debt financing for the Facility. The obligation of Buyer to acquire the Property under the terms and conditions set forth in this Agreement is contingent on Buyer obtaining requisite equity and debt financing for the Facility.

(c) In the event that any condition set forth above is not satisfied by the Outside Date, Buyer may elect to either (i) waive such unsatisfied condition whereupon title shall be transferred and conveyed by Seller to Buyer as provided in this Agreement or (ii) terminate this Agreement.

6. Closing Costs; Prorations.

(a) If the Closing occurs as herein provided, Seller shall pay the costs of any curative fees related to the merchantability of the title and the cost of its own attorneys. All other costs which, by custom and practice, are generally to be paid by a purchaser of real property in the State of Louisiana, including the cost of title review, survey, or a title insurance policy, shall be borne by Buyer.

(b) Current real estate and personal property taxes and any other water, sewer or other municipal use or improvement tax or assessment affecting the Property, and all other items of revenue and expense which, by custom and practice, are prorated between sellers and purchasers of property similar in kind to the Property, shall be prorated as of midnight on the date immediately prior to the Closing Date and in accordance with the custom of Calcasieu Parish, Louisiana, the parish in which the Property is located. The provisions of this subparagraph shall survive the Closing and the delivery of the Deed (as defined below).

7. Closing.

(a) The closing of title and consummation of the purchase and sale of the Property under this Agreement (the "Closing") shall occur on a mutually acceptable date subject to Buyer obtaining the requisite equity and debt financing with respect to the Facility and the execution of that certain Ground Lease and Improvements Lease Agreement by Buyer and the

Lake Charles Harbor & Terminal District with respect to the Facility Site (the "Closing Date"). If the Closing Date does not occur on or before December 31, 2026 (the "Outside Date"), Seller shall have the right to terminate this Agreement upon providing written notice to Buyer of such termination. Upon the termination of this Agreement by Seller, then, except as otherwise expressly set forth herein, this Agreement shall become null and void and Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

(b) At Closing, Seller shall deliver to Buyer:

(1) A settlement statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement (the "Settlement Statement");

(2) a general warranty deed executed and acknowledged by Seller conveying to Buyer merchantable title to the Property (the "Deed");

(3) evidence of the authority of persons executing the closing paperwork for Seller;

(4) all other documents or items required to be delivered by Seller under this Agreement or otherwise reasonably required by Buyer, its title company, or the title insurance company issuing the title insurance policy in connection with the transactions contemplated herein (and including but not limited to a standard Seller's Affidavit, FIRPTA, and other similar closing documents).

(c) At Closing, Buyer shall pay to Seller, the Purchase Price, plus or minus applicable prorations, and shall deliver to Seller:

(1) the Settlement Statement;

(2) the Deed; and

(3) all other documents or items required to be delivered by Buyer under this Agreement or otherwise reasonably required by Seller in connection with the transactions contemplated herein.

(d) The parties acknowledge that the Closing may be a "mail-away" closing, effected through escrow by delivery of executed documents and funds to Buyer's title company.

(e) Seller shall deliver possession of the Property at Closing.

8. Default; Remedies.

(a) In the event of any default by Buyer under this Agreement, and should such default remain after fifteen (15) days of written notice from Seller to Buyer, then Seller's sole remedy shall be to terminate this Agreement. Seller hereby expressly waives, relinquishes and releases any other right or remedy available to it at law, in equity or otherwise by reason of Buyer's default hereunder or Buyer's failure or refusal to perform its obligations hereunder.

(b) In the event the purchase and sale is not consummated because of Seller's failure to perform Seller's obligations under this Agreement or in the event of any other default by Seller or in the event that any of the matters Seller has represented or warranted are determined to be inaccurate, and should such default remain after fifteen (15) days of written notice from Buyer to Seller, Buyer shall have the following rights and remedies, which shall be cumulative to the fullest extent permitted by law: (i) to seek specific performance; (ii) to give notice terminating this Agreement, in which case Seller shall reimburse Buyer for its reasonable and verifiable expenses arising out of this Agreement; and/or (iii) to pursue any other right or remedy available at law or in equity.

9. **Notices.** All notices, demands, requests and other instruments that are required or may be given under this Agreement or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of the other manners permitted in this Section 11) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Seller:

City of Sulphur
Attn: Mayor

Attn: _____
Email: _____

If to Buyer:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200
Houston, Texas 77056
Attn: _____
Email: _____

Either party may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (provided that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

10. **Casualty.** The risk of loss or damage to the Property by reason of any insured or uninsured casualty up to and including the date of Closing until funds have been released from escrow shall be borne by Seller. In the event of any damage to the Property, occurring on or prior to the date and time of Closing, Buyer may, in its sole discretion and at its option, by

sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such damage, (a) terminate this Agreement; or (b) proceed to Closing.

11. Condemnation.

(a) In the event that prior to Closing any action or proceeding is filed, or notice thereof is given to Seller under which any portion of the Property may be taken pursuant to any governmental law, ordinance or regulation, or by condemnation or the right of eminent domain, then in any such event, Buyer may, in its sole discretion and at its option, by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such taking, (a) terminate this Agreement; or (b) proceed to Closing and receive any proceeds due Seller as a result of such taking.

(b) Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by applicable law, Seller hereby acknowledges and waives its rights to expropriate the Property after Buyer's acquisition of the Property.

12. Miscellaneous.

(a) No delay or omission by Seller or Buyer in exercising any right occurring upon any noncompliance or default by a party with respect to any of the terms hereof shall impair the remaining party or be construed to be waiver thereof. Any waiver by a party of any of the covenants and agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(b) The covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

(d) The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(e) The captions used in this Agreement shall have no effect of its interpretation.

(f) Seller and Buyer acknowledge and agree that no brokers are to be compensated in connection with this Agreement or any of the transactions contemplated under this Agreement. Further, Seller and Buyer hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers or third parties seeking compensation with respect to the purchase transaction contemplated under this Agreement.

(g) This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, all previous or contemporaneous agreements with respect to such purchase and sale being merged herein and waived hereby, and no modifications hereof or assent or consent of Seller to any waiver of any part of this Agreement, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof. For the avoidance of doubt, the parties acknowledge and agree that the lease of other property owner by Seller to Buyer pursuant to other agreements being executed concurrently are not intended to be merged pursuant to the foregoing.

(h) In the event of a dispute, controversy, or claim arising out of or related to any provision of this Agreement, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

(i) This Agreement may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

(j) Seller represents and warrants that it has the statutory authority to enter into this Agreement and that, when executed, this Agreement shall be binding and enforceable in accordance with its terms, and that Seller is not immune from suit or judgment resulting from any claim or action brought against it by Buyer pursuant to the express terms of this Agreement.

(k) This Agreement shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Agreement, except as specifically set forth herein.

(l) Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday or any other day on which banks in the State of Louisiana are permitted or required to close, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday or any other day on which banks in the State of Louisiana are permitted or required to close. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time where the Property is located.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

THUS DONE AND SIGNED on this ____ day of _____, 2025.

SELLER:

CITY OF SULPHUR

By: _____
Title: _____

THUS DONE AND SIGNED on this ____ day of _____, 2025.

BUYER:

LAKE CHARLES METHANOL II, LLC

By: _____
Title: _____

EXHIBIT "A"

[Insert Legal Description]

LEASE AGREEMENT

BE IT KNOWN, that on the dates, at the places, and before the undersigned Notaries Public, duly commissioned and qualified in and for the respective jurisdictions as hereinafter set forth, and in the presence of the subscribing witnesses, personally appeared: **THE CITY OF SULPHUR, LOUISIANA**, a municipality located in the State of Louisiana, herein represented by its duly authorized Mayor, by virtue of a resolution attached hereto and made a part hereof ("Lessor"), and **LAKE CHARLES METHANOL II, LLC**, a Delaware limited liability company, herein represented by its duly authorized representative ("Lessee"), who did hereby declare as follows, to-wit:

RECITALS

WHEREAS, Lessor is the owner of certain immovable property located in Calcasieu Parish, Louisiana, and being more particularly described on Exhibit "1" attached hereto (the "Leased Premises");

WHEREAS, Lessee intends to construct a natural gas to methanol facility (the "Facility") on certain property to be leased by Lessee from the Lake Charles Harbor & Terminal District (the "Facility Site");

WHEREAS, Lessee is desirous of leasing the Leased Premises for construction equipment laydown and storage, parking facilities and road access to the Facility Site;

WHEREAS, Lessee wishes to lease the Leased Premises from Lessor for construction equipment laydown and storage in connection with the construction of the Facility, parking for construction and operations and maintenance personnel and for purposes of constructing a road to access the Facility Site in accordance with the terms and conditions of this Lease Agreement (the "Lease").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.01. Leased Premises and Term.

A. Lease. Lessee is in the process of developing the Facility and is seeking equity and debt financing for the Facility, and if and to the extent that Lessee obtains the requisite financing for the Facility (the "Financial Closing Date"), Lessee desires to lease the Leased Premises pursuant to this Lease. Subject to the occurrence of the Financial Closing Date, Lessor hereby leases to Lessee the Leased Premises for the foregoing purposes in accordance with the terms and provisions provided herein.

B. Initial Term. The initial term of this Lease shall commence on the Financial Closing Date (the "Commencement Date") and shall remain in full force and effect for a term of forty (40) years after the Commencement Date (the "Initial Term"); *provided that* if the Commencement Date is not the first day of a calendar month, the Initial Term shall extend to 11:59 p.m. on the fortieth (40th) anniversary of the last day of the month in which the Commencement Date occurs.

C. Option. Lessor hereby also grants unto Lessee the option to renew this Lease for up to two (2) additional ten (10) year terms (collectively, the "Option Terms"); the first of said Option Terms commencing upon the expiration of the Initial Term and extending for a period of ten (10) years thereafter (hereinafter referred to as "First Option Term"), and the second of said Option Terms commencing upon the expiration of the First Option Term for a period of ten (10) years (hereinafter referred to as "Second Option Term"). The Initial Term and Option Terms shall hereinafter collectively be referred to as the "Term." The option to extend this Lease as set forth above must be exercised in each case, if at all, by written notice from Lessee to Lessor on or before the date that is twelve months (12) prior to the expiration of the then-current lease term. Failure to timely exercise the First Option Term shall automatically terminate the right of Lessee to exercise its option in any subsequent lease term. All the terms and conditions of this Lease

shall be applicable to the First Option Term and the Second Option Term, if any, and the rental shall be determined in accordance with the provisions outlined in Exhibit "2" attached hereto and made a part hereof.

ARTICLE II. RENT, TAXES, AND UTILITY EXPENSES

2.01. Rent

A. Throughout the Term, the consideration for the execution of this Lease shall be payment by Lessee to Lessor of rent in an amount equal to one-twelfth (1/12th) of the Annual Rental (as determined in accordance with Paragraph C. below) (the "Rent").

B. The Rent shall be due and payable on the Commencement Date and the first day of each full month of the Term thereafter; *provided, however*, that the Rent shall be prorated for the first month if the Commencement Date occurs on any day other than the first day of the month. Should the first (1st) day of the month fall on a weekend or legal holiday, Lessor agrees that rental payments are considered timely on the first (1st) business day thereafter. All payments made by Lessee to Lessor under the terms of this Lease shall be by wire or ACH transfer to the following account: *[insert account information]*.

C. The "Annual Rental" for purposes of this Lease for each of the first five (5) years of the Initial Term shall be \$[30,000.00 x acreage = \$XXX]. Thereafter, the Annual Rental shall be increased for each subsequent five (5) year period of the Initial Term and any Option Term commencing as of the first day of each subsequent five (5) year period by an amount determined using the formula set forth below. The amount of the increase will be determined by multiplying the then current Annual Rental of \$[XXXXX] by the percent of change in the most recently published U.S. Department of Labor, All-Urban Consumer Price Index (CPI-U), all items, not to exceed an aggregate ten percent (10%) in any five (5) year period. The percent change will be computed by comparing the index figure published for the month prior to each fifth (5th) year anniversary date with the same month of the fifth (5th) preceding year. For example, if the Commencement Date is June 1, 2026, the adjustment for the Annual Rental for the subsequent five (5) year period commencing on June 1, 2031 shall be calculated using the index published for the most recent month available prior to June 1, 2026 and comparing it to the index published for the same month of the year 2031, subject to the aggregate ten (10%) percent cap. The index to be used will be the most recently published U.S. Department of Labor, Consumer Price Index for All Urban Consumers (CPI-U), all items figure, (U.S. City Average (1982-84 = 100)), published by the Bureau of Labor Statistics or any successor index published by the Department of Labor. The Annual Rental shall never decrease in accordance with the above formula and shall never be less than the amount of the Annual Rental for the first five (5) years in the Initial Term and, in no event, shall the Annual Rental as periodically adjusted, be less than the applicable Annual Rental paid in the previous year.

2.02. Taxes and Utility Expenses

A. This Lease is a net lease and it is agreed and intended that Lessee shall pay or cause to be paid all operating costs relating to the improvements, if any on the Leased Premises, including all of the following expenses, to-wit: (a) all personal property taxes and assessments on the improvements to be constructed on the Leased Premises, including taxes on inventory, or on the Lessee's Improvements (as hereinafter defined), (b) water and sewer rents, charges for public utilities, governmental excises, levies, license, impact, and permit fees related to the improvements to be constructed on the Leased Premises, and (c) other governmental charges which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon or become due and payable in respect of or become a lien on the Lessee Improvements or any part thereof or any appurtenance thereto (collectively, the "Impositions"); *provided, however*, that Lessor shall remain responsible for any and all real estate taxes for the Leased Premises. Lessee shall promptly remit to each applicable governmental authority any such Impositions, unless Lessee shall in good faith, with due diligence, and by appropriate judicial or administrative proceedings, contest the validity, applicability, or amount thereof. Lessee shall give Lessor at least ten (10) days' prior written notice of Lessee's intent to contest such Imposition and any such contest shall be at Lessee's sole cost and expense.

B. Lessee shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, and other utility services to the Leased Premises; *provided, however*, Lessor

shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements and/or rights of way required by Lessee for such utility connections or other required third party rights at the sole expense of Lessee.

ARTICLE III. GENERAL RIGHTS AND OBLIGATIONS

3.01. Permitted Use

A. The Leased Premises shall be used by Lessee during the Term hereof for construction equipment laydown and storage, parking facilities and road access needed with respect to the construction, installation, operation, maintenance, improvement, repair, restoration and/or replacement of the Facility or any Lessee Improvements (as defined below), together with any and all other related or associated uses (collectively, the "Permitted Uses"). Without limiting the foregoing, Lessee shall have the right to construct, maintain and operate any of the following improvements on the Leased Premises, to-wit: (i) to remove existing trees and other landscaping, (ii) to grade and otherwise level the ground, (iii) to lay, deposit and compact gravel, concrete, dirt soil or other similar material, (iv) to construct and improve drainage facilities and drainage related structures and erosion control facilities, (v) to construct, maintain and operate buildings, structures or other improvements, (vi) to construct maintain and operate fencing, lighting and other associated improvements, (vii) to construct, maintain and operate improvements for a general construction and equipment laydown area, (viii) to construct, maintain and operate any and all utilities, roads, access routes, and parking lots for vehicular and equipment storage and parking and access to other adjacent areas to be developed by Lessee; and (ix) to construct, maintain and operate any other signs, equipment, systems, structures, immovable fixtures and improvements comprising the Facility related to or associated with the Permitted Uses (collectively, any such improvements made by Lessee shall be referred to herein as the "~~Lessee~~ Improvements"). Lessee shall not use the Leased Premises for any other purposes aside from the Permitted Uses without the consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Lessee shall not do, bring or keep anything in or about the Leased Premises that is illegal, unlawful or prohibited by any and all present and future laws, ordinances, orders, rules and regulations of all federal, state, parish, and municipal governments, departments, commissions, or offices, in each case having applicable jurisdiction over the Leased Premises, Lessor or Lessee (collectively, "Applicable Law").

3.02. Construction, Alterations and Maintenance

A. Lessor and Lessee acknowledge that Lessee is accepting the Leased Premises in its current condition as of the Commencement Date and that, except as expressly provided herein, Lessor shall have no construction or repair obligations related to the Leased Premises and all such construction and buildout shall be at Lessee's sole cost and expense.

B. Lessee, or its third party contractor (the "Contractor"), shall be solely responsible for constructing and maintaining the Lessee Improvements during the Term. All Lessee Improvements to be installed on the Leased Premises shall be completed by parties who are duly licensed in the State of Louisiana to perform such installation and Lessee and/or the Contractor, as applicable, shall perform, supervise and administer the construction of any Lessee Improvements in accordance with this Lease.

C. Lessee shall be solely responsible for obtaining all permits, licenses and other governmental approvals necessary related to its activities on the Leased Premises; *provided, however*, that Lessor agrees to reasonably cooperate with Lessee and with said governmental entities in order to obtain all necessary permits, licenses, variances and approvals in a timely manner, including Lessor's execution and delivery of permit applications and other paperwork to the extent required.

D. In the event any mechanic's and materialman's liens or any other similar liens (any such lien being referred to herein as a "M&M Lien") are filed against the Leased Premises as a result of Lessee's or Contractor's activities thereon, Lessee or Contractor, as applicable, shall, within sixty (60) days of the filing of any such lien, use commercially reasonable measures available in order to obtain a cancellation of the M&M Liens as to the Leased Premises.

3.03. Access by Lessor

Lessor and its authorized representatives shall have the right to enter the Leased Premises to inspect same for the purpose of: (a) addressing any necessary safety concerns; and (b) determining whether the Leased Premises are in good condition and whether Lessee is complying with its obligations under this Lease. Except in cases of emergency, Lessor shall limit its access to the Leased Premises during the period from 8:00 a.m. to 5:00 p.m. on weekdays, and Lessor shall provide Lessee with at least forty-eight (48) hours' prior written notice of such inspection. Lessor shall further conduct its activities on the Leased Premises (i) in a reasonable manner in order to minimize the possible inconvenience, annoyance, or disturbance to Lessee, and (ii) subject to any reasonable health, safety, security and operating rules and regulations of Lessee while Lessor is located on the Leased Premises.

3.04. Estoppel Certificates

Within ten (10) days after any request, each party agrees to deliver to the other party, a certificate, in recordable form, certifying to the terms of this Lease, the time periods through which Rent has been paid, that this Lease is in full force and effect, that there are no defaults, defenses or offsets thereto, or stating those claimed by Lessee, and such other terms as each party or their respective lenders may reasonably request.

3.05. Assignments or Sublease

A. Except as otherwise provided herein, this Lease, and the rights herein granted to Lessee, may not be assigned, in whole or in part, without the express prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor acknowledges and agrees that this Lease may be assigned or collaterally mortgaged to various parties, Mortgagee, or a collateral agent acting for such parties, providing financing to Lessee with respect to the Facility and the Lessee Improvements as provided in this Lease.

B. Notwithstanding anything contained herein to the contrary, Lessee has the right to assign this Lease or sublet the Leased Premises, in whole or in part, without Lessor's consent: (i) to any entity which is a subsidiary, affiliate or parent of Lessee, (ii) to any corporation or other entity with which Lessee may merge or consolidate, (iii) to any person, corporation or other entity who acquires all or substantially all of Lessee's securities or assets, and (iv) to any Mortgagee (as defined herein).

3.06. Warranty

A. Lessor hereby represents and warrants to Lessee that (i) it has good and merchantable title to the Leased Premises, free and clear of all encumbrances and liens, (ii) that Lessee shall have quiet possession of the Leased Premises for the entire Term, (iii) that to the best of its knowledge, there exists no Hazardous Substances on the Leased Premises, (iv) that to the best of its knowledge, no physical, environmental or other condition on the Leased Premises that would prohibit or materially affect Lessee's Permitted Uses or the rights granted in this Lease, (v) that it is authorized under its own governing agreements and Applicable Law to enter into this Lease without any further requirements or approvals, and expressly including any requirements under La. R.S. 33:4712, et seq., or any other similar public bidding requirements under Applicable Law which Lessor affirms and attests are inapplicable to this Lease, (vi) the provisions of this Lease do not conflict with or violate any existing agreements between Lessor and any third parties, and (vii) Lessor will deliver the Leased Premises free of all tenants, occupants, and other third parties.

B. Lessee warrants and represents that it accepts the Leased Premises, without any representation or warranty by Lessor whatever as to the condition of the Leased Premises and, except as expressly provided in this Lease to the contrary, Lessor shall not be responsible for the condition of the Leased Premises. Lessor makes no covenant, representation or warranty as to the suitability of the Leased Premises for any purpose or use whatsoever or as to the physical condition, except as is expressly provided in this Lease to the contrary. Lessee acknowledges that it has inspected the Leased Premises, observed its physical characteristics, determined its compliance with requirements imposed by any governmental agency having jurisdiction over the Leased Premises, and examined its existing conditions and has had the opportunity to conduct

such investigation and study on and of the Leased Premises as it deems necessary for its intended use and occupancy under this Lease.

3.07. Surrender of the Leased Premises

Upon the termination of the Lease, Lessee is obligated to and shall surrender possession of the Leased Premises, including any and all of the immovable Lessee Improvements, to Lessor. Thereafter, and within six (6) months of termination of the Lease, Lessee shall, or shall cause the Contractor to, remove from the Leased Premises on or prior to such expiration or earlier termination of the Term all movable Lessee Improvements and other personal property which are owned by Lessee, Contractor and/or third parties other than Lessor, and Lessee at its expense shall, on or prior to such expiration or earlier termination of the Term, repair any damage caused by such removal. For the avoidance of doubt, Lessee shall not be obligated to restore the Leased Premises to the same or similar condition as the Leased Premises were as of the Commencement Date and Lessor acknowledges that the Leased Premises shall be surrendered and accepted by Lessor with all immovable Lessee Improvements which shall thereafter vest with Lessor.

ARTICLE IV. INSURANCE

A. Lessee shall obtain and maintain in full force and effect the following: (i) commercial general liability insurance, such insurance to insure against liability for bodily injury and death and for property damage occurring in, on or about the Leased Premises, with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$1,000,000 for damages to property, \$5,000 medical payments and all coverage shall not contain a deductible to exceed \$5,000; and (ii) workmen's compensation as required by law providing statutory benefits for all persons employed by Lessee in connection with the Leased Premises.

B. Lessee shall furnish Lessor with a certificate of insurance for each required policy and the general liability policy shall also name Lessor as an additional insured. Further, such insurance shall be deemed primary insurance as to Lessor's insurance. All insurance that Lessee shall be required to secure and maintain pursuant to this Lease shall be underwritten by insurance companies that are licensed or authorized to do business in and shall be in good standing with the State of Louisiana.

C. Lessee may, but shall not be obligated to, elect to be self-insured for any insurance requirements provided in this Lease subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed.

D. As a part of the consideration of this Lease, each party hereby releases the other from all liability for damage due to any act or neglect of the other party which is the result of fire or other casualty to the extent covered by any insurance policy; *provided, however*, the releases herein contained shall not affect the rights of either party under this Lease to be paid insurance proceeds received by the other or apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents or employees; and *provided further*, nothing in this paragraph shall be interpreted as or have the effect of relieving or modifying any obligation of any insurance company and shall be void if and to the extent it would have such effect.

ARTICLE V. THIRD PARTY RIGHTS AND LEASEHOLD MORTGAGES

A. Lessee shall be permitted to grant licenses, easements, rights of way and such other rights and encumbrances in respect of the Leased Premises and this Lease to third parties as may be required from time to time in connection with the development, construction and operation of the Facility; *provided*, that the grantee of any such license, easement, right of way or other encumbrance shall agree in writing to be bound by any applicable terms and conditions of this Lease with respect to the license, easement, right of way or other encumbrance as if it were Lessee hereunder with respect to the property covered by such license, easement, right of way or other encumbrance. Lessee shall be permitted to provide copies of this Lease to any proposed grantee in connection with the foregoing right.

B. Lessor acknowledges that this Lease Agreement and all of Lessee's rights and interests hereunder and in the Leased Premises (including the Lessee Improvements) may be mortgaged, encumbered or subjected to a security interest without Lessor's consent. Without limiting the generality of the foregoing, Lessor hereby specifically acknowledges and consents to

any mortgage or other similar encumbrance encumbering Lessee's rights and interests in and under this Lease and the Lessee Improvements and all renewals, modifications, consolidations, replacements and extensions of any such mortgage (each, a "Leasehold Mortgage"). The parties intend that any new lease executed pursuant to this Lease (a "New Lease") and all Leasehold Mortgages, shall be prior to all other mortgages or other lien instruments encumbering the leasehold interest in the Leased Premises, which shall be taken subject to, and automatically subordinated to, such New Lease and future Leasehold Mortgages.

C. Lessor agrees that it shall execute such agreements, estoppels and certificates with the holder or prospective holder of any Leasehold Mortgage (individually and/or collectively, a "Mortgagee") as Lessee or such Mortgagee may from time to time reasonably require.

D. No modifications to this Lease made after Lessor has received notice of any Mortgagee shall be effective unless the same are first approved in writing in each instance by each such Mortgagee.

E. Lessor shall give to each Mortgagee a copy of all notices pertaining to this Lease, including all notices regarding any alleged default under this Lease, the termination of this Lease or any demand to remedy any claimed default. Such notices shall be given in writing simultaneously with the notices given to Lessee and no notice by Lessor to Lessee shall be deemed to have been duly given under this Lease unless and until a true and complete copy thereof has been so provided to every Mortgagee.

F. Each Mortgagee shall have the right, but not the obligation, to remedy any alleged default of which it receives notice as set forth herein. Each Mortgagee shall have a period of (i) sixty (60) days following its receipt of written notice of any monetary default under this Lease Agreement to cause such default to be cured, or (ii) ninety (90) days following its receipt of written notice of any non-monetary default under this Lease to cause such non-monetary default to be cured, except that in the case of a non-monetary default which cannot with due diligence be cured within such period of ninety (90) days, to cause such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within ninety (90) days that the time within which to cure same shall be extended for such period as may be necessary to complete the same with all due diligence, and this Agreement shall not be subject to cancellation unless such cure period expires without such default being cured in all material respects; *provided, however*, such period shall be extended so as to permit the Mortgagee to acquire possession of the Leased Premises for any cure which requires such possession (including possession by a keeper or receiver) or to institute foreclosure proceedings, so long as the cure is promptly commenced and the Mortgagee acts with reasonable and continuous diligence through to completion of such cure); and *provided further*, this Lease shall not be subject to cancellation by Lessor for any default, including insolvency, bankruptcy, and receivership proceedings related to Lessee, which the Mortgagee has no reasonable means to cure so long as all rental and monetary defaults are cured within that aforesaid period. Any Mortgagee shall have the right to interplead any sums in dispute and this Lease may not be canceled as a result of such interpleader.

G. Except as specifically provided in the prior paragraph, this Lease shall not be subject to termination, cancellation or forfeiture, nor may Lessee's interest herein be surrendered or any such surrender accepted by Lessor, without the prior written consent of each Mortgagee. The parties acknowledge that this limitation shall apply to any right of Lessee to cancel this Lease as a result of any condemnation, damage by casualty, frustration of purpose or failure of any condition set forth in this Lease.

H. If this Lease is terminated or extinguished for any reason, including by rejection of any receiver or trustee in bankruptcy or by operation of law, Lessor agrees to enter into a New Lease with the Mortgagee with the same priority as this Lease. If there exists more than one Mortgagee, each Mortgagee shall be offered the opportunity to enter into such New Lease in the order of the priority of their Leasehold Mortgages and each Mortgagee shall be given thirty (30) days following written notice to exercise such option. The New Lease shall be on the same terms and conditions contained in this Lease, shall be for the remainder of the term which would otherwise then exist under this Lease, and include the same extension options as are granted to Lessee herein.

I. No Mortgagee shall be deemed to have assumed or agreed to perform any of Lessee's

obligations under this Lease by reason of encumbering Lessee's interest in the Lease, the Leased Premises or the Lessee Improvements, effecting a cure on Lessee's behalf under this Lease, by any course of conduct, or otherwise, unless and to the extent such assumption is specifically agreed to in writing executed by such Mortgagee; *provided, however*, the Mortgagee shall be liable for Lessee's monetary obligations under this Lease which are attributable to the period after such Mortgagee acquires Lessee's interest in this Lease and before it assigns this Lease to a third party. In no event shall Mortgagee be liable for any liability arising out of any Hazardous Substances of Lessee. In the event that the Mortgagee elects, prior to the time that such Mortgagee succeeds to the leasehold estate of Lessee under this Lease, to (i) perform Lessee's obligations under this Lease Agreement, (ii) continue Lessee's operations on the Leased Premises, (iii) acquire any portion of Lessee's right, title or interest under this Lease or (iv) enter into a New Lease, then the Mortgagee shall not have any liability to Lessor in connection therewith, and Lessor's sole recourse in the event of default by the Mortgagee shall be to exercise those remedies of Lessor permitted pursuant to this Lease. Moreover, the Mortgagee or other party who acquires the leasehold estate created by this Lease shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after the Mortgagee or other party no longer has ownership of such leasehold estate.

J. Notwithstanding any provision contained herein to the contrary, each Mortgagee shall have the absolute right, without Lessor's consent, to take any of the following actions or do any of the following: (i) to assign, amend, modify and/or restate its Leasehold Mortgage; (ii) to enforce its Leasehold Mortgage; (iii) to acquire title to Lessee's leasehold estate under this Lease; (iv) to take possession of the Leased Premises or the Lessee Improvements pursuant to its rights under its Leasehold Mortgage and operate the Facility and/or the Lessee Improvements, subject to compliance with this Lease as applicable; (v) to exercise any rights of Lessee with respect to this Lease pursuant to its rights under its Leasehold Mortgage; or (vi) to cause a keeper or receiver to be appointed to do any of the foregoing things.

K. Regardless of any conditions or limitations upon the assignability of this Lease, any Leasehold Mortgage may be foreclosed or otherwise acquired by any Mortgagee and any Mortgagee who acquires Lessee's rights shall have the right to assign this Lease to any third party without Lessor's consent; *provided that* such third party (i) intends to use the Leased Premises for the purposes permitted in this Lease, and (ii) such third party can reasonably demonstrate its financial capacity to meet Lessee's obligations under this Lease.

L. Lessor agrees that all condemnation awards and insurance proceeds which otherwise belong to Lessee may be applied in the manner specified in the Leasehold Mortgage with the highest priority at the time such awards or proceeds are paid, and that no compromises, settlements, or other agreements may be entered into with respect of such awards or proceeds without the prior written consent of the Mortgagee therein.

M. Lessor agrees that it shall execute reasonable amendments to this Lease which do not materially modify Lessee's obligations or materially impair any rights or remedies of Lessor and shall execute such estoppel certificates and further assurances (including but not limited to title insurance affidavits or other required items) regarding the status of the Leased Premises, this Lease, and the performance of Lessor's and Lessee's obligations hereunder as may be reasonably required by any prospective Mortgagee or any prospective purchaser of a Leasehold Mortgage.

N. It is the specific intent of Lessor and Lessee, and Lessor acknowledges for the benefit of any Mortgagee, that the ownership of Lessor's reversionary interest and leasehold interests by any one person shall not extinguish any Leasehold Mortgage.

O. The terms, covenants, and assurances contained in this paragraph shall bind Lessor, and its successors, assigns, transferees, and mortgagees, and shall inure to the benefit of any successor of or participant with any Mortgagee and any assignee or purchaser of any Leasehold Mortgage.

P. Lessor hereby waives and releases any lien or privilege it may have on any of the Lessee Improvements found from time to time in or upon the Leased Premises and including without limitation the lessor's privilege provided by La. Civil Code articles 2707, et seq.

Q. Notwithstanding any provision to the contrary, the terms and provisions of this Article V shall supersede any and all terms and conditions otherwise provided in this Lease.

ARTICLE VI. EVENTS OF DEFAULT

6.01. Event of Default by Lessee

A. The occurrence of any one or more of the following events under this Lease shall be considered an "Event of Default," to-wit:

1. The failure of Lessee to make any of the following: (i) full payment of the Rent on the due date, which failure continues for a period of thirty (30) days after written notice thereof is given to Lessee by Lessor; and (ii) full payment of any other sum herein owed by Lessee which continues for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor;
2. The failure of Lessee to perform and observe, or a violation or breach of, any other provision in this Lease which continues unremedied for a period of sixty (60) days after written notice thereof is given to Lessee by Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default; and
3. The adjudication of bankruptcy or insolvency of Lessee, either voluntarily or involuntarily, or the filing of a petition for bankruptcy by Lessee.

B. If any Event of Default shall have occurred, Lessor shall have the right to give written notice to Lessee stating that this Lease shall expire and terminate on the date specified by such notice (which shall be no less than thirty (30) days from the date of such notice), and this Lease and the rights of Lessee under this Lease shall expire and terminate unless such default is fully remedied and all arrears of Rent, and all other amounts payable by Lessee under this Lease, and all costs and expenses reasonably incurred by or on behalf of Lessor as a result of the Event of Default, shall have been fully and promptly paid by Lessee to Lessor and all other defaults shall have been fully cured and made good or cured to the reasonable satisfaction of Lessor.

C. Lessee expressly waives any notice to vacate at the expiration or termination of this Lease and all legal delays and, upon an Event of Default by Lessee, Lessor may proceed with eviction or other proceedings without the necessity of placing Lessee in default.

6.02. Event of Default by Lessor

Lessor shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within sixty (60) days after written notice of the default has been given by Lessee to Lessor; *provided, however*, if the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within the sixty (60) day period and thereafter in good faith continues to cure the default. In the event Lessor fails to cure a default as provided hereinabove and the continuance of such default results in the interruption of Lessee's peaceable enjoyment of the Leased Premises, then Lessee shall, in addition to its other remedies, be entitled to the abatement of the Rent payable under this Lease.

6.03. Right to Cure

Upon the occurrence of an Event of Default, the non-defaulting party may take whatever actions as are reasonably necessary to cure such Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others, purchasing the required goods or services. The defaulting party shall be responsible for all costs, including attorneys' fees and the fees of other professionals, reasonably incurred by the non-defaulting party pursuant to this Article and such costs shall be billed to the defaulting party in addition to any and all other amounts owed hereunder. The defaulting party shall pay all such additional costs and charges within thirty (30) days after billing by the non-defaulting party.

**ARTICLE VII. DAMAGE, DESTRUCTION,
EXPROPRIATION AND FORCE MAJEURE**

7.01. Damage or Destruction

Lessee shall give Lessor immediate notice of any material damage or loss suffered on the Leased Premises, or any improvements located thereon, as a result of any fire, flood, hurricane or other casualty. In the event such casualty renders the Leased Premises unusable for Lessee's Permitted Uses, Lessee may elect to terminate this Lease by providing written notice to Lessor within one hundred eighty (180) days of the casualty.

7.02. Condemnation and Expropriation

A. If the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of condemnation or expropriation, or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. However, Lessee may continue to occupy the Leased Premises, subject to the terms of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Leased Premises shall be taken by the taking authority, and any unearned Rent or other charges paid in advance shall be refunded to Lessee.

B. If any part of the Leased Premises shall be so taken as to render the remainder thereof unusable for Lessee's proposed use, then Lessee shall have the right to terminate this Lease by providing Lessor with notice of such intent to terminate within ninety (90) days of the occurrence of any such taking. In the event that Lessee does not elect to terminate this Lease, then this Lease and the term hereof shall continue in full force and effect, and the Rent shall be adjusted pro-rata in accordance with the land area of the property actually taken by the condemning authority.

C. In the event of a taking or expropriation as contemplated herein, Lessee will be entitled to receive the portion of the award attributable to (i) the value of the Lessee Improvements, fixtures and other property located on the Leased Premises so taken plus (ii) without duplication with clause (i) above, the value of the leasehold estate in the portion of the Leased Premises or the Lessee Improvements so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of Lessee's business and the other costs and expenses incurred by Lessee as a consequence of such taking (if any such compensation or benefits are paid by the applicable taking authority) and Lessor shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the immovable property taken. Nothing contained herein shall prohibit Lessee from claiming relocation damages, damages for lost profits against the taking authority or any other damages it may be entitled to in any appropriate proceeding.

D. Notwithstanding anything to the contrary in the foregoing, to the fullest extent permitted by Applicable Laws, Lessor hereby acknowledges and waives its rights to expropriate the portion of the Leased Premises described as "Area 2" in the attached Exhibit "I" during the Term. Further, any such expropriation by Lessor shall be considered an Event of Default by the Lessor as to said Area 2. In the case of any proposed taking or expropriation of the portion of the Leased Premises described as "Area 3" in the attached Exhibit "I", Lessor agrees to provide Lessee with at least two (2) years' prior written notice of such proposed taking or expropriation.

7.03. Force Majeure

Provided that notice is given within thirty (30) days of an occurrence of Force Majeure (as hereinafter defined), either party hereto shall be excused from performing any of its respective obligations or undertaking provided in this Lease, excepting any of its respective obligations or undertakings to pay any sums of money under the applicable provisions hereof, for so long as the performance of such obligations are prevented or significantly delayed, retarded or hindered by any event related to the following, to-wit: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, storm warnings, such as hurricanes and named storms, which result in evacuation of the affected area, droughts, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances (except any of the foregoing which are aimed solely at

the party claiming suspension or which involve only employees of the party claiming suspension; *provided, however*, that the handling and settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party having such labor difficulty; (iv) riots, sabotage, terrorism, insurrections or wars; (v) the failure or interruption of performance by Lessee's suppliers by reason of such supplier's valid declaration of an event that would constitute an event of force majeure under Lessee's contract with such supplier, or in the case of a contract for the supply of natural gas, any non-delivery of natural gas other than as a result of a breach of contract by Lessee; (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, or that restrict Lessee's ability to construct the Facility or the Lessee Improvements or any delay in issuance or effectiveness of any governmental approval that has been properly applied for by Lessee that is required to construct the Facility or the Lessee Improvements; and (vii) injunctive litigation proceedings commenced by any person with respect to the Facility or the Lessee Improvements (each act, condition, event or cause being collectively referred to herein as, "**Force Majeure**").

ARTICLE VIII. INDEMNIFICATION AND HOLD HARMLESS

8.01. Lessee's Indemnification of Lessor

A. General. Lessee, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessor and its subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "**Lessor Indemnity Parties**"), harmless from and against, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever including, without limitation, attorneys' and experts' fees and disbursements (collectively "**Losses**") which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) the rights granted in this Lease, (ii) Lessee's possession or use of the Leased Premises; or (iii) the activities of Lessee on the Leased Premises. However, the Lessor Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct and for any Losses in respect of which Lessor is obligated to indemnify Lessee and the Lessee Indemnity Parties pursuant to Section 8.02.

B. Environmental Indemnity. Lessee agrees that it will comply in all material respects with any Environmental Laws (as defined herein) applicable to Lessee, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances (as defined herein) in, on, or about the Leased Premises by Lessee. Lessee agrees to indemnify and hold harmless each of the Lessor Indemnity Parties against and in respect of any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessor Indemnity Parties, and arising, directly or indirectly, from (i) Lessee's breach of the covenants set forth herein; or (ii) any environmental condition of contamination on the Leased Premises, any claim relating to the discharge or release of Hazardous Substances or any violation of any Environmental Law with respect to the Leased Premises, in each case only to the extent such damages, claims, losses, liabilities, and expense arise after the Commencement Date and to the extent they are caused by Lessee's construction, operations, and maintenance activities or facilities on the Leased Premises.

8.02. Lessor's Indemnification of Lessee

A. General. Lessor, and its successors and assigns, assume any and all liability for, and agree to defend, indemnify, and hold Lessee, Contractor, and their respective subsidiaries and affiliates and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns (collectively, "**Lessee Indemnity Parties**"), harmless from and against, any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of the activities of Lessor on the Leased Premises. However, the Lessee Indemnity Parties shall each bear any such Losses directly arising out of, resulting from or caused by their own negligence and misconduct, but only to the extent of such negligence and misconduct.

B. Environmental Indemnity. Lessor agrees that it will comply in all material

respects with all Environmental Laws applicable to Lessor, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Leased Premises. Lessor agrees to indemnify and hold harmless each of the Lessee Indemnity Parties against and in respect of and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against any of the Lessee Indemnity Parties arising out of, in connection with, or relating to the subject matter of: (i) the presence or discharge or release of Hazardous Substances, including all claims or alleged claims for penalties, damages or injunctive relief or for the abatement of a nuisance related to the presence or discharge or release of Hazardous Substances and (ii) any actual or alleged violation of Environmental Laws, in the case of each of subclauses (i) and (ii), where the presence, discharge or release of such Hazardous Substances or violation of Environmental Law arises or occurs (1) at, on or from the Leased Premises on or prior to the Commencement Date or (2) at, on or from the Leased Premises or any other site as a result of or relating to Lessor's activities or facilities, whether before, on or after the Commencement Date, or (iii) Lessor's breach of the covenant set forth herein; or (iv) any environmental condition of contamination on the Leased Premises or any violation of any Environmental Law with respect to the Leased Premises to the extent occurring after the Commencement Date and caused by Lessor's activities or facilities.

C. If Hazardous Substances become present or are discharged or released onto the Leased Premises as a result of Lessor's activities or otherwise exist at the Leased Premises on or prior to the Commencement Date, Lessee shall so notify Lessor in writing as soon as practicable after Lessee's discovery thereof, and Lessor shall have a reasonable period of time to undertake, at its own expense, such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence, discharge or release as required by applicable Environmental Laws, except that such removal or remediation shall not unreasonably interfere with the construction, or operation or maintenance of the Facility or the Lessee Improvements. If Lessor fails to commence, or once commenced, fails to complete within a reasonable period of time, such removal and remediation activities, then Lessee shall have the right to undertake such removal and remediation activities and Lessor shall reimburse Lessee for its reasonable and necessary documented costs therefor within thirty (30) days after receipt and approval of an invoice by Lessor (including any costs associated with the work stoppage or interference with the ability of any Contractor to perform its respective obligations (including, mobilization and de-mobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by Lessee or any Contractor (and its respective subcontractors) as a result of any delay caused by such removal and/or remediation activities). The party not controlling the remediation under this Article shall have a reasonable right of participation in the removal or remediation activities, including the right to (i) receive copies of material reports, work plans and correspondence relating to the removal or remediation activities, (ii) the right to review and comment on draft reports and work plans (and all reasonable comments shall be accepted by the controlling party), and (iii) the right to attend and participate in meetings with applicable governmental authorities. This Article shall not supersede or diminish the provisions or Lessor's obligations otherwise provided herein.

8.03. Other Terms

A. "Environmental Laws" shall be defined as any and all federal, state and local law, statute, regulation, ordinance, judgment, order, code, injunction, common law, Applicable Law or similar provisions having the force or effect of law, concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law. "Hazardous Substances" shall be defined as (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil,

natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) any pesticide; (f) asbestos in any form; (g) urea formaldehyde foam insulation; (h) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (i) radon; and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any governmental authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous Substances Law" shall be defined as any and all federal, state and local statutes, laws, regulations, ordinances, judgments, orders, codes, injunctions, applicable common law, Applicable Law or similar provisions having the force or effect of law concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended) to the extent it relates to the handling of and exposure to hazardous or toxic materials or similar substances.

B. All indemnities provided hereunder in this Article 8 shall survive the termination of this Lease.

ARTICLE IX. NOTICE

All notices, demands, requests and other instruments that are required or may be given under this Lease or by law, shall be in writing and may be given either in person, by public courier (e.g., Federal Express, UPS, DHL, etc.), by electronic mail (with a requirement that such electronic notice shall be followed within three (3) calendar days by written notice delivered in one of other manners permitted in this Article) or by U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to Lessor:

City of Sulphur
Attn: Mayor

Attn: _____
Email: _____

If to Lessee:

Lake Charles Méthanol II, LLC
1980 Post Oak Boulevard, Suite 200
Houston, Texas 77056
Attn: _____
Email: _____

Either Lessee or Lessor may change its address within the Continental United States by providing written notice of such change. Notice shall be deemed to have been given in the case of electronic mail on the date such electronic mail is sent (provided that if such electronic mail is sent after business hours, such delivery shall be deemed to have been given on the following business day) or when actually given in person or when proof of delivery has been received when sent by public courier or certified mail with return receipt received by the sender after being mailed as shown by a postal mailing receipt.

ARTICLE X. MISCELLANEOUS

A. All rights and remedies of Lessor and Lessee under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. No delay or omission by Lessor or Lessee in exercising any right occurring upon any noncompliance or default by Lessee with respect to any of the terms hereof shall impair Lessor or Lessee or be construed to be waiver thereof. Any waiver by Lessor or Lessee of any of the covenants and agreements to be

performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

B. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

C. Lessee and Lessor each agree not to record this Lease, but each party hereto agrees, on the request of the other party, to execute a memorandum of lease in recordable form. The memorandum of lease shall not set forth the rental or other charges payable by Lessee under this Lease and shall expressly state that it is executed pursuant to this provision of this Lease and is not intended to vary the terms and conditions of this Lease.

D. This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, the remaining provisions of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in the federal courts for the Western District of Louisiana. However, in the absence of any basis for federal jurisdiction, such suit shall be filed in the Fourteenth (14th) Judicial District Court, Parish of Calcasieu, State of Louisiana.

E. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

F. The captions used in this Lease shall have no effect of its interpretation.

G. Lessor and Lessee acknowledge and agree that no brokers are to be compensated in this transaction. Further, Lessor and Lessee hereby agree to indemnify and hold harmless each other from any and all claims against the other party from any brokers.

H. This Lease contains the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modifications hereof or assent or consent of Lessor to any waiver of any part of this Lease, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

I. In the event of a dispute, controversy, or claim arising out of or related to any provision of this Lease, all reasonable attorney's fees incurred by the prevailing party and exercised in defending any of the rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be paid by the unsuccessful party.

J. This Lease may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

K. Lessor represents and warrants that it has the statutory authority to enter into this Lease and that, when executed, this Lease shall be binding and enforceable in accordance with its terms, and that it is not immune from suit or judgment resulting from any claim or action brought against it by Lessee pursuant to the express terms of this Lease.

L. This Lease shall not be interpreted or construed as establishing a partnership or joint venture between the parties and neither party shall have the right to make any representations or be liable for the debts or obligations of the other. No third party is intended to be benefited by this Lease, except as specifically set forth herein.

THUS DONE AND SIGNED in the City of Sulphur, Louisiana, on this _____ day of _____, _____, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of said party and me, Notary Public.

WITNESSES:

CITY OF SULPHUR

Print: _____

By: _____

Title: _____

Print: _____

Notary Name: _____

Notary/Bar ID: _____

Expiration: _____

THUS DONE AND SIGNED in _____,
_____, on this _____ day of _____,
_____, in the presence of me, Notary Public, and the following competent witnesses
who have signed in the presence of said party and me, Notary Public.

WITNESSES:

LAKE CHARLES METHANOL II, LLC

Print: _____

By: _____
Title: _____

Print: _____

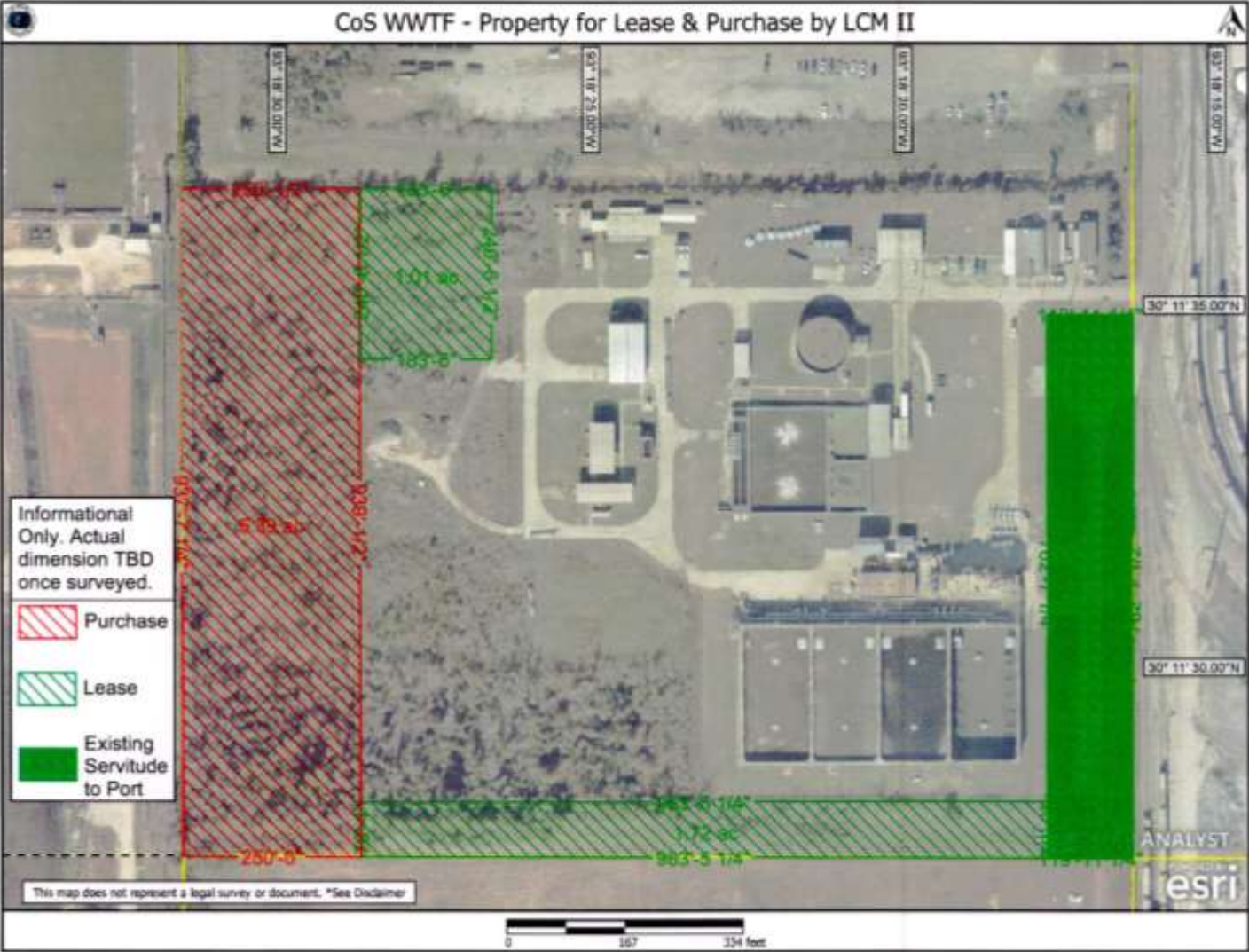
Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

EXHIBIT "I"

[Insert Legal Description for the Leased Premises]

Area 2:

Area 3:



ORDINANCE NO. _____, M-C SERIES

ORDINANCE TO ABANDON UN-CONSTRUCTED EXECUTIVE BOULEVARD.

WHEREAS, Sligo Inc. and Brimstone Rentals, Inc., owners of the adjoining properties to a roadway identified as Executive Boulevard, as shown in Calcasieu Parish Clerk of Court, Plat Book 32, Page 157, requested the City of Sulphur to abandon, revoke, and relinquish ownership of the un-constructed Executive Boulevard as a public roadway; and

WHEREAS, even though the city has never formally accepted Executive Boulevard into their maintenance system, a perpetual dedication of the street for public use was recorded on the subdivision plat and recorded with Calcasieu Parish Clerk of Court, Plat Book 32, Page 157; and

WHEREAS, a formal abandonment and the revocation of the dedication of the unconstructed street by the City is required to vest title to the adjoining private owners.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby revoke any dedication to the public of the un-constructed Executive Boulevard, abandon the un-constructed Executive Boulevard, and relinquish said Executive Boulevard to property owners.

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Arlene Blanchard

From: Brian Arabie <brian@siglerlaw.com>
Sent: Friday, October 24, 2025 1:24 PM
To: Arlene Blanchard; 'Billy Loftin Jr.'
Cc: Jared Watson (jlw@rmwlegal.com)
Subject: RE: Abandonment of Executive Boulevard

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Arlene,

I apologize for taking a while to respond, but I wanted to research this matter to assure that there would be no title issues going forward if the City does not formally abandon the area platted and dedicated as "Executive Boulevard." After a review of the applicable law and related cases, it appears that a formal dedication will be necessary for the City to relinquish ownership of the area dedicated in the plat as a public roadway.

Louisiana Revised Statute 35:5051 and the cases interpreting it provide that the recordation of a subdivision plat which dedicates rights of way for streets for public use operates as a "statutory dedication" and, even if the streets are never formally accepted, title is vested with the public entity. As stated by the Third Circuit Court of Appeal, "it is well settled that substantial compliance with the provisions of LSA-R.S. 33:5051 effects a statutory dedication. Once the dedication has been made, title to the streets and alleys vests in the public without the necessity for a formal acceptance. Thereafter, a local governing authority has no legal right to disclaim title to them." [citations omitted] Boagni v. State, Through Dept. of Transp. and Development, 399 So. 2d 813. Also see, Arkansas-Louisiana Gas Co. v. Parker Oil Co., 190 La. 57, 183 So. 229, finding that where owner filed maps and formal dedication of streets and alleyways of town subdivision, dedication was complete without formal acceptance by the public authorities, and irrevocable character of dedication was not affected by fact that property dedicated was not at once subjected to the uses designed.

The Executive Place subdivision plat includes the necessary language effecting a perpetual dedication of the street to public use. Accordingly, it seems that a "statutory dedication" has, in fact, occurred and the lack of actual acceptance, use, or maintenance by the City does not mean that title has not vested with the City.

As a result, a formal abandonment of the street by the City is required to vest title in the adjoining private owners. For that reason, we ask that the City formally abandon the street. As noted below, all of the lands contiguous to the dedicated roadway are owned by Brimstone Rentals, Inc. and Sligo, Inc. who are jointly requesting this abandonment.

I appreciate your help on this matter and, if there are additional steps we need to take to have the roadway abandoned, please let me know.

Thanks,

---Brian

 SA & C Sigler Arabie & Cannon Attorneys at Law A Limited Liability Company www.siglerlaw.com	BRIAN W. ARABIE 630 Kirby Street (70601) PO Box 1550 (70602) Lake Charles, Louisiana Tel. (337) 439-2033 Fax (337) 439-7837 Arabie Land & Title, LLC
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From: Arlene Blanchard <ablanchard@sulphur.org>
Sent: Friday, May 9, 2025 9:47 AM
To: Brian Arabie <brian@siglerlaw.com>; 'Billy Loftin Jr.' <billy@llgllc.com>
Cc: Jared Watson (jlw@rmwlegal.com) <jlw@rmwlegal.com>
Subject: RE: Abandonment of Executive Boulevard

This is all private and hasn't been accepted by the City.....thanks!!

Arlene

From: Brian Arabie <brian@siglerlaw.com>
Sent: Thursday, March 27, 2025 1:51 PM
To: 'Billy Loftin Jr.' <billy@llgllc.com>
Cc: Jared Watson (jlw@rmwlegal.com) <jlw@rmwlegal.com>
Subject: Abandonment of Executive Boulevard

Billy,

As I mentioned in yesterday's telephone call, I write on behalf of Sligo, Inc. ("Sligo") in connection with seeking the abandonment, by the City of Sulphur, of Executive Boulevard - an un-constructed street created by way of the Executive Place Subdivision Plat which may be found at Plat Book 32, Page 157 (a copy of which is attached).

I've also attached an image generated from the Calcasieu Parish GIS site with the location of Executive Boulevard outlined in red.

As noted in the attached Act of Correction and Boundary Agreement, all of the property on either side of the platted Executive Boulevard is owned by either Sligo or Brimstone Rentals, Inc ("Brimstone") and both Sligo and Brimstone seek the abandonment of the roadway by the City of Sulphur. I've copied Brimstone's counsel, Jared Watson on this e-mail.

So, in sum:

- Executive Boulevard, created by plat, has never been developed or constructed into a street;
- The properties in Executive Place Subdivision have not been developed as platted and are entirely owned by Sligo and Brimstone;
- All of the lands adjoining the platted Executive Place Subdivision are owned by Sligo and Brimstone; and,
- Sligo and Brimstone seek the abandonment of the roadway by the City of Sulphur whereupon the ownership of the abandoned roadway will be governed by the Sligo/Brimstone Boundary Agreement.

Please let me know if there's anything additional that we need to do to have the City abandon the platted street.

Thanks for your help.

---Brian

SA &C Sigler Arabie & Cannon Attorneys at Law A Limited Liability Company www.siglerlaw.com	BRIAN W. ARABIE 830 Kirby Street (70601) PO Box 1550 (70602) Lake Charles, Louisiana Tel. (337) 439-2033 Fax (337) 439-7837 Arabie Land & Title, LLC
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Executive Boulevard - Abandonment





Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
ARABIE LAND & TITLE (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

First VENDOR

BRIMSTONE RENTALS INC

First VENDEE

-RE: ADDING OMITTED PROPERTY

Index Type : CONVEYANCES

File Number : 3556575

Type of Document : CORRECTION

Book : 4675 Page : 392

Recording Pages : 13

Recorded Information

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

On (Recorded Date) : 11/06/2024

At (Recorded Time) : 4:14:01PM



Doc ID - 036702490013

CLERK OF COURT
H. LYNN JONES II
Parish of Calcasieu

I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 11/06/2024 at 4:14:01
File Number 3556575
Recorded in Book 4675 Page 392



[Handwritten Signature]
Deputy Clerk

Return To : ARABIE LAND & TITLE (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

Do not Detach this Recording Page from Original Document

ACT OF CORRECTION & BOUNDARY AGREEMENT

BE IT KNOWN, that before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State aforesaid, and before the undersigned competent witnesses, personally came and appeared:

BRIMSTONE RENTALS, INC., a Louisiana business corporation, whose federal tax identification number ends in 9282, represented herein by Kevin Maccartan Leonard, its President, duly authorized by resolution adopted by the Board of Directors of the corporation, a certified copy of which is attached hereto, whose mailing address for purposes hereof is 1331 E. Napoleon Street, Sulphur, LA 70663; (hereafter referred to as "Brimstone")

AND

SLIGO, INC., a Louisiana business corporation, whose federal identification number ends in 3463, represented herein by Margaret Leonard Wright, its President, duly authorized by resolution adopted by the Board of Directors of the corporation, a certified copy of which is attached hereto, whose mailing address for purposes hereof is 2304 Maplewood Drive, Suite E, Sulphur, LA 70663; (hereafter referred to as "Sligo");

who declared that:

WHEREAS, Brimstone and Sligo entered in to that instrument styled, "*Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc.*" dated December 15, 2021, (the "Act of Exchange") recorded in the conveyance records of Calcasieu Parish, Louisiana, under clerk's file no. **3452939**, in Conveyance Book **4481**, page **316** exchanging certain properties as described therein that the parties either co-owned or one owned the improvements on the land of the other;

WHEREAS, the Act of Exchange erroneously omitted a tract of land belonging to Sligo and intended to be transferred to Brimstone being a portion of the property generally located at 3310 E. Napoleon Street (the "E. Napoleon Tract");

WHEREAS, the Act of Exchange erroneously omitted tracts of land belonging to Brimstone and intended to be transferred to Sligo (together, the "Powerline Tract");

WHEREAS, the Act of Exchange erroneously omitted to make reference to and confirm and acknowledge ownership of certain immovable property owned by Sligo abutting Hazel Street (the "Sligo Tract");

WHEREAS, the Act of Exchange transferred ownership of properties lying within Executive Place, a subdivision as per Plat Book 32, Page 157, records of Calcasieu Parish and title examiners have questioned the precise location of the boundary between the lands owned by Brimstone and Sligo in Executive Place; and,

WHEREAS, Brimstone and Sligo wish to complete the transfers of the E. Napoleon Tract and the Powerline Tract, to confirm ownership of the Sligo Tract, and, further, to clarify and set the boundary between their respective lands in Executive Place.

NOW THEREFORE, for the consideration stated in the Act of Exchange and further, for the purposes of clarifying title to their respective properties, Brimstone and Sligo agree and covenant as follows:

I.
ACT OF CORRECTION

To correct and amend the Act of Exchange to include the E. Napoleon Tract and the Powerline Tract, and to confirm the ownership of the Sligo Tract, as follows:

A. Sligo does hereby transfer, set over and deliver the E. Napoleon Tract unto Brimstone, with full and general warranty of title and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever, and with full subrogation to all of the rights of warranty, and all other rights with respect to the E. Napoleon Tract, which is more particularly described, to wit:

The south 390 feet of the following described property, to-wit:

Commencing 790 feet East of the Southwest corner of the Northwest Quarter (NW/4) of Section 31, Township 9 South, Range 9 West; thence East 100 feet; thence North 689.7 feet to the right of way of US Highway #90; thence West along the south side of said US Highway #90 a distance of 100 feet; thence South 689.7 feet to the point of commencement, in the Parish of Calcasieu, State of Louisiana, with all improvements situated thereon.

For Informational Purposes Only: Parcel No. 01325336

Being the same property acquired by Sligo, Inc. under that conveyance instrument styled Cash Deed dated July 7, 1994, subsequently recorded under Clerk's File No. 2216857, Book 2426, page 251, conveyance records of Calcasieu Parish, Louisiana.

B. Brimstone does hereby transfer, set over and deliver the Powerline Tract unto Sligo, with full and general warranty of title and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever, and with full subrogation to all of the rights of warranty, and all other rights with respect to the Powerline Tract, which is more particularly described, to wit:

A portion of the Northwest Quarter of the Southwest Quarter (NW/4 – SW/4) of Section 31, Township 9 South, Range 9 West, Southwestern Land District, Louisiana Meridian, Calcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Northeast Corner (P.O.C.) of Lot 11 of Block 5 of MAGNOLIA FOREST NO. 2, a subdivision as per Plat recorded on Page 15 of Plat Book 10, records of Calcasieu Parish, Louisiana; Thence measured South 72° 21' 53" West on and along the South GSU right-of-way line for a distance of 337.02 feet; Thence measured North 00° 00' 00" West for a distance of 78.35 feet; Thence measured South 72° 47' 45" West for a distance of 74.75 feet; Thence measured North 17° 12' 15" West for a distance of 74.77 feet to a point on the North GSU right-of-way line; Thence measured North 72° 21' 53" East on and along the North GSU right-of-way line for a distance of 438.02 feet; Thence measured South 01° 49' 56" East for a distance of 30.28 feet; Thence measured South 16° 37' 12" East for a distance of 19.45 feet; Thence measured South 04° 50' 26" West for a distance of 109.76 feet to the Point of Commencement, containing 1.33 acres (57767 Sq. Ft.), more or less, together with all buildings and other improvements situated thereon as per that Survey of Boundary Agreement by E. Leo Reddoch III, P.L.S. dated January 8, 2024, Revised May 30, 2024 & August 20, 2024 attached hereto as Exhibit "A".

And,

A tract of land located between the property described on Exhibit A above and the Sligo Tract below, being further described as:

Commencing at the Northeast Corner (P.O.C.) of Lot 11 of Block 5 of MAGNOLIA FOREST NO. 2, a subdivision as per Plat recorded on Page 15 of Plat Book 10, records of Calcasieu Parish, Louisiana; Thence measured South 72° 21' 53" West on and along the South GSU right-of-way line for a distance of 337.02 feet; Thence measured North 00° 00' 00" West for a distance of 78.35 feet; Thence measured South 72° 47' 45" West for a distance of 74.75 feet to the point of beginning; Thence measured North 17° 12' 15" West for a distance of 74.77 feet to a point on the North GSU right-of-way line; Thence South 72 degrees, 31 minutes, 44 seconds West, along the North GSU right-of-way line, 550 feet, more or less, to the intersection of this line with the easternmost line of the Sligo Tract; thence South 00 degrees 50 minutes 31 seconds West, along that eastern line of the Sligo Tract, 79 feet; thence North 72 degrees, 31 minutes, 44 seconds East 575 feet, more or less, to the point of beginning.

C. Sligo is confirmed and acknowledged as the owner of the Sligo Tract, which is more particularly described, to wit:

Certain parcel or tract of land described as beginning at a point 60 feet East of and 315 feet South of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 9 South Range 9 West, Calcasieu Parish, Louisiana, said point of beginning being set at a ½ inch crimp pipe on the East right of way line of Hazel Street; thence South 89 degrees 45 minutes 29 seconds East for a distance of 88 feet to a point; thence South 0 degrees 50 minutes 33 seconds West for a distance of 150.03 feet to a point, said point being in the center line of a 150.0 foot Gulf States Utilities Right of Way; thence South 72 degrees 31 minutes 30 seconds West on and along said center line for a distance of 92.68 feet to an existing railroad spike in the East right of way line of the aforementioned Hazel Street; thence North 0 degrees 50 minutes 33 seconds East on and along said right of way line for a distance of 178.21 feet to the point of beginning, containing 14,442.73 square feet, more or less, together with all buildings and improvements situated thereon.

And,

Certain tract or parcel of land described as commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 9 South, Range 9 West, Calcasieu Parish, Louisiana; thence East for a distance of 60 feet to a point in the East Right of Way line of Hazel Street; thence South on and along said East Right of Way for a distance of 315 feet to an existing ½ inch crimp pipe; thence South 89 degrees 45 minutes 29 seconds East for a distance of 88 feet to the point of beginning of herein described tract; thence continue South 89 degrees 45 minutes 29 seconds East for a distance of 62 feet to an existing ½ crimp pipe; thence South 0 degrees 50 minutes 31 seconds West for a distance of 130.16 feet to an existing ½ inch crimp pipe, said pipe being in the centerline of a 150 foot Gulf States Utilities Right of Way; thence South 72 degrees 31 minutes 30 seconds West on and along said centerline for a distance of 65.31 feet to a point; thence North 0 degrees 50 minutes 33 seconds East for a distance of 150.03 feet to the point of beginning containing 8685.66 square feet, more or less, together with all buildings and improvements situated thereon.

Brimstone does hereby quitclaim the Sligo Tract unto Sligo, but with full subrogation of all rights against any prior owners, and all other rights with respect to the Sligo Tract.

II.
BOUNDARY AGREEMENT

Brimstone and Sligo, in order to avoid any future dispute as to the record or actual boundaries between their respective tracts, desire to establish and fix the boundary between their respective tracts within Executive Place, effective from the date of the Act of Exchange, along the line (the "Boundary Line") described as follows:

Commencing at the Northeast Corner (P.O.C.) of the Northeast Quarter of the Southeast Quarter (NE/4 – SE/4) of Section 36, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana; Thence measured South 00° 63' 41" West on and along the centerline of the North Hazel Street right-of-way, also being the East line of said Northeast Quarter of Southeast Quarter of Section 36, a distance of 1,167.90 feet to the Point of Beginning (P.O.B.) of a Boundary Agreement Line; Thence measured on and along the centerline of an existing drainage ditch South 88° 53' 37" East a distance of 206.77 feet; Thence measured on and along said centerline South 89° 19' 47" East a distance of 114.90 feet; Thence measured on and along said centerline South 87° 23' 24" East a distance of 99.87 feet; Thence measured on and along said centerline South 72° 41' 09" East a distance of 146.68 feet; Thence measured on and along said centerline South 65° 01' 59" East a distance of 45.08 feet; Thence measured on and along said centerline South 72° 44' 22" East a distance of 98.79 feet; Thence measured on and along said centerline South 88° 05' 46" East a distance of 11.09 feet; Thence measured North 00° 36' 56" East a distance of 9.77 feet to an existing wood fence post; Thence measured North 00° 36' 56" East a distance of 149.76 feet to an existing wood fence post; Thence measured North 85° 05' 15" East a distance of 175.10 feet to an existing wood fence post; Thence measured South 02° 48' 03" West a distance of 163.25 feet to an existing wood fence post; Thence measured South 02° 48' 03" West a distance of 17.05 feet to said centerline of drainage ditch; Thence measured on and along said centerline North 88° 05' 46" East a distance of 3.50 feet; Thence measured on and along said centerline North 59° 20' 50" East a distance of 96.71 feet; Thence measured on and along said centerline North 57° 13' 45" East a distance of 94.52 feet; Thence measured on and along said centerline South 81° 11' 35" East a distance of 44.69 feet; Thence measured on and along said centerline South 49° 32' 56" East a distance of 64.62 feet; Thence measured on and along said centerline South 23° 28' 10" East a distance of 58.60 feet; Thence measured on and along said centerline South 01° 49' 56" East a distance of 99.65 feet to a point on the North line of a 150-foot-wide GSU right-of-way being the Point of Termination (P.O.T.) of said Boundary Agreement Line.

Brimstone and Sligo attach hereto as Exhibit "B" a Survey of Boundary Agreement by E. Leo Reddoch III, P.L.S., dated January 10, 2024, (the "Reddoch Survey"), in order to facilitate the identification of the Boundary Line separating the ownership of properties described in the Act of Exchange.

As a result of the establishment of the Boundary Line in this instrument per the Reddoch Survey, that portion of Executive Place generally to the north and east of the Boundary Line belongs to Brimstone and that portion of Executive Place generally to the south and west of the Boundary Line belongs to Sligo. Included with the lands and properties acquired by each party by virtue of this established Boundary Line are the buildings and improvements located upon those lands acquired by each. It being the intent of the parties that the improvements and buildings located upon their respective lands are to be a part of and component parts to the lands upon which they are situated, thereby removing any severance of ownership between the

buildings/improvements and the lands where they are located. These buildings/improvements being acquired by the grantee of same in an "AS IS" condition, and grantee of those improvements/buildings does hereby relieve and release the grantor from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and article 2541, et seq. or for reduction of any purchase price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, grantee acknowledges that this conveyance/exchange/agreement is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code article 2524.

Brimstone and Sligo intend to seek the abandonment by the City of Sulphur of Executive Boulevard, as per plat of Executive Place subdivision found in Plat Book 32, Page 157, records of Calcasieu Parish and, if such abandonment should occur, it is the intention of Brimstone and Sligo that the Boundary Line, as established by this instrument, shall thereafter remain the boundary between the Brimstone and Sligo properties and they do hereby agree to cooperate and execute such quit-claims or other instruments as may be reasonably necessary to carry out the intentions and purposes of this agreement.

THUS DONE AND SIGNED in Lake Charles, Louisiana, on this 1st day of November, 2024, in the presence of the undersigned competent witnesses, and me, Notary Public.

WITNESSES:

Emme Manuel
WITNESS #1 SIGNATURE
Emme Manuel

Angela Veronle
WITNESS #2 SIGNATURE
Angela Veronle
WITNESS #2 PRINTED NAME

BRIMSTONE RENTALS, INC.
[Signature]
BY: KEVIN MACCARTAN LEONARD
Its: President

[Signature]
NOTARY PUBLIC



THUS DONE AND SIGNED in Lake Charles, Louisiana, on this 29th day of October, 2024, in the presence of the undersigned competent witnesses, and me, Notary Public.

WITNESSES:

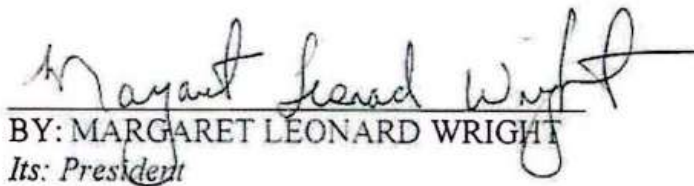

WITNESS #1 SIGNATURE
Robyn Meschery

WITNESS #1 PRINTED NAME


WITNESS #2 SIGNATURE
Julie Arabie

WITNESS #2 PRINTED NAME

SLIGO, INC.


BY: MARGARET LEONARD WRIGHT
Its: President


NOTARY PUBLIC

EXHIBIT A

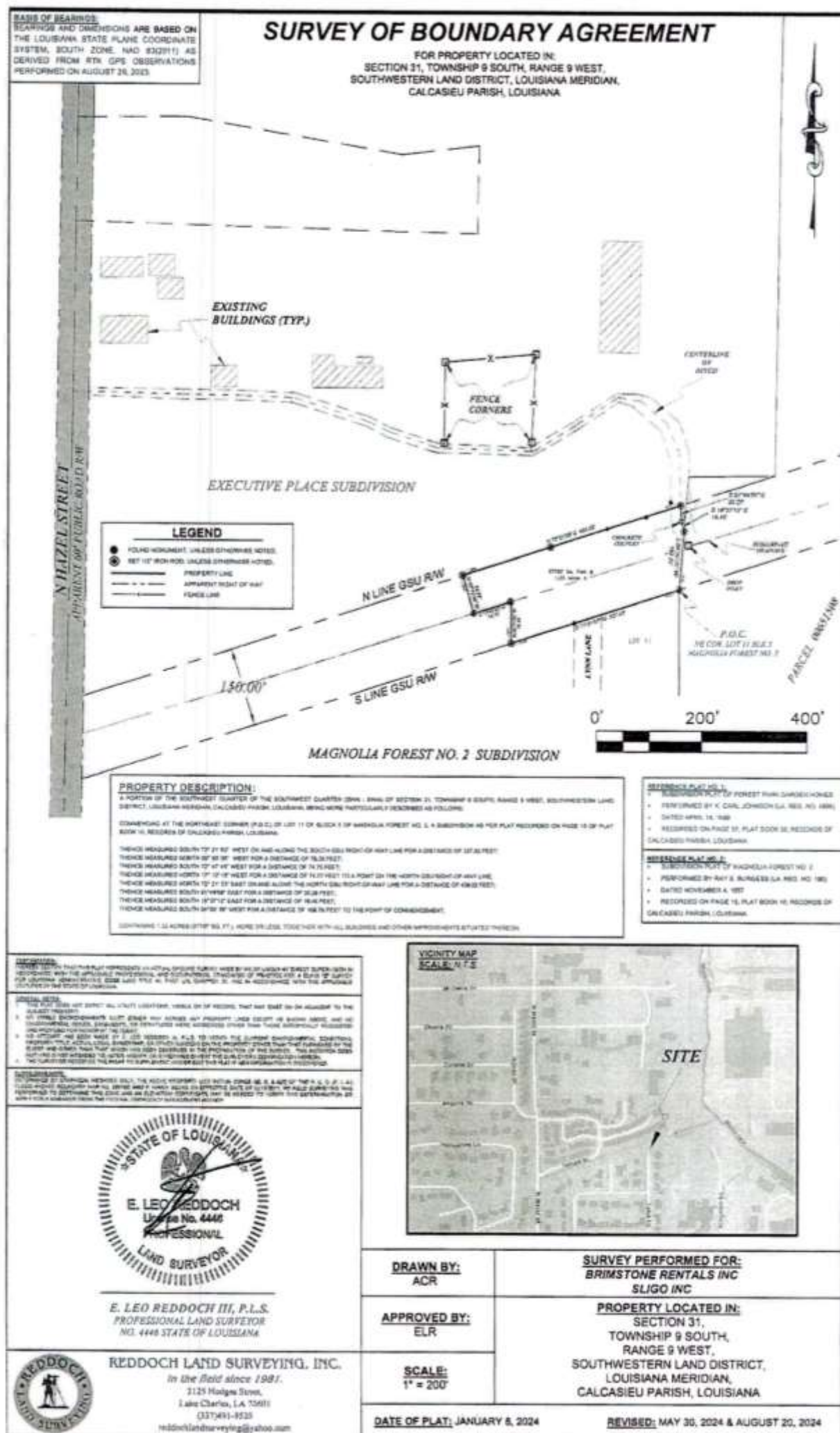


EXHIBIT B

SURVEY OF BOUNDARY AGREEMENT

FOR PROPERTY LOCATED IN:
SECTION 31, TOWNSHIP 9 SOUTH, RANGE II WEST,
SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN,
CALCASIEU PARISH, LOUISIANA.

南京信息工程大学
 南京 210046
 电话: 187 5194 0109

S 89°41'16" E 1342.65

尹以正
 湖北工业职业技术学院
 430204-11224
 2007.10.19 19:15 寄出

44.97

BETWEEN LANE
CENTERLINE OF W. MAPLE STREET

BRIMSTONE RENTALS INC

LEGAL DESCRIPTION

BOUNDARY AGREEMENT LINE

[illegible]

LINE TABLE

LINE	BEARING	LENGTH
L1	S 81°11'35" E	44.85
L2	S 45°32'56" E	54.82
L3	S 23°25'10" E	38.60
L4	S 01°49'56" E	95.88

0° 300° 600°

LEGEND

[illegible]

VICINITY MAP

SCALE: N.T.S.



DRAWN BY:
ACR

CHECKED BY:
ELR

SCALE:
1" = 300'

DATE OF PLAT: JANUARY 10, 2024

SURVEY PERFORMED FOR:
BRIMSTONE RENTALS INC
SLIGO INC

PROPERTY LOCATED IN:
SECTION 31,
TOWNSHIP 9 SOUTH,
RANGE 9 WEST,
SOUTHWESTERN LAND DISTRICT,
LOUISIANA MERIDIAN,
CALCASIEU PARISH, LOUISIANA

STATE OF LOUISIANA
E. LEO HEDDOCH
License No. 4448
PROFESSIONAL
LAND SURVEYOR

E. LEO REDDOCH III, P.L.S.
PROFESSIONAL LAND SURVEYOR
NO. 4448 STATE OF LOUISIANA

REDDOCH LAND SURVEYING, INC.
In the field since 1981.
2125 Hodges Street,
Lake Charles, LA 70601
(337)491-9520

their well-being, and the



Sligo, Inc.
Certified Excerpts of the Minutes of:
Meeting of the Board of Directors

At a meeting of the Board of Directors of Sligo, Inc., a Louisiana business corporation (the "Corporation"), said meeting occurring on the 29 day of October, 2024, said meeting having been duly called and noticed, and a quorum being present, the following resolutions were adopted:

BE IT RESOLVED that, in order to include properties erroneously omitted from that instrument styled, "*Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc.*" dated December 15, 2021, and to clarify the boundary of certain properties owned by the Corporation within Executive Place, a subdivision as per Plat Book 32, Page 157, records of Calcasieu Parish, the Corporation desires to enter in to that instrument styled "*Act of Correction & Boundary Agreement*" with Brimstone Rentals, Inc. (the "Act of Correction").

BE IT FURTHER RESOLVED that the Corporation's President, **Margaret Leonard Wright** (the "Authorized Representative") is hereby authorized, directed and empowered to appear before any Notary Public and to then and there execute the Act of Correction on behalf of the Corporation along with any other documents the Authorized Representative may deem necessary to carry out the foregoing.

Certificate

I, Ian Wright, Executive Vice-President of the Corporation, certify the above and foregoing to be a true and correct excerpt of those actions taken by the Board of Directors at a meeting duly and legally called, and convened on the date specified above, where a quorum of the Board of Directors were present and that the same is all of the action required by the governing documents of the Corporation to authorize the contemplated transaction and the same has not been revoked or rescinded.

Lake Charles, Louisiana, this 29 day of October, 2024.

SLIGO, INC.



BY: IAN WRIGHT
ITS: Executive Vice-President

BRIMSTONE RENTALS, INC.,
Certified Excerpts of the Minutes of:
Meeting of the Board of Directors

At a meeting of the Board of Directors of BRIMSTONE RENTALS, INC., a Louisiana business corporation (the "Corporation"), said meeting occurring on the 1st day of November, 2024, said meeting having been duly called and noticed, and a quorum being present, the following resolutions were adopted:

BE IT RESOLVED that the Corporation does authorize the Act of Correction to amend and correct the Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc., on December 15, 2021, under clerk's file no. 3452939, in Conveyance Book 4481, page 316; to include the real estate generally located at E. Napoleon Street, Hazel Street, and Magnolia Forest No. 2 Subdivision; and authorizes the Boundary Agreement for said real estate, in Sulphur, Louisiana being the same property conveyed by the amended Act of Exchange (the "Real Estate")

BE IT FURTHER RESOLVED that **Kevin Maccartan Leonard**, its **President**, (the "Authorized Representative") is hereby authorized, directed and empowered to appear before any Notary Public and to then and there sign the Boundary Agreement and the Act of Correction to amend the Real Estate, and/or all of the Corporation's right, title and interest therein, with subrogation of all actions of warranty unto any person, firm or corporation or association, and to execute on behalf of the Corporation any and all documents associated with aforementioned Real Estate including, but not limited to, affidavits, certifications and settlement statements.

BE IT FURTHER RESOLVED that the Board of Directors does further ratify, approve, and adopt the Act of Correction and Boundary Agreement, to correct and amend the Real Estate from the Act of Exchange by and between the Corporation and Brimstone Rentals, Inc., executed on November, 2024.

Certificate

I, Kevin Leonard, Secretary of the Corporation, certify the above and foregoing to be a true and correct excerpt of those actions taken by the Board of Directors at a meeting duly and legally called, and convened on the date specified above, where a quorum of the Board of Directors were present and that the same is all of the action required by the governing documents of the Corporation to authorize the contemplated transaction and the same has not been revoked or rescinded.

Lake Charles, Louisiana, this 1st day of November, 2024.

BRIMSTONE RENTALS, INC.

BY: Kevin Leonard
ITS: Secretary

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (I.T. EQUIPMENT).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, and in accordance with LA. R.S. 33:4712, that the following described surplus movable property of the City of Sulphur, not needed for public purposes, after having been duly advertised be declared surplus.

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-mentioned surplus movable property and to sign all paperwork in connection therewith.

BE IT ALSO FURTHER ORDAINED that this ordinance shall become effective immediately upon the Mayor’s signature.

CURRENT
YEAR

CATEGORY	QTY	TYPE-MAKE-DESC	MODEL#	SERIAL#	REAS ON	YEAR	VALUE
CAMERA	1	IP CAMERA	QNV-7020RN	ZCTP6V2HB00035 Z	MECH	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFG	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFC	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ04CFKQ	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFD	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10SJ002YUS	MJ09CH53	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10ST003RUS	MJ0808QV	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA3C	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJE	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5KJ	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA39	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJL	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJ7	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5KF	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5K9	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA2A	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJJ	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2VK7M	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2ZK90	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2ZK91	EOL	YR2025	\$ -

LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11098	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2HTYA19608	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2JTYA35573	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3CTYA66978	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3CTYA67840	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3DTYA74792	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53AUGZY1M	2CTYA77231	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2HTYA19620	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-532BLZYCM	5J TSA33441	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2JTYA35528	EOL	YR2025	\$ -
LAPTOP	1	LENOVO	20-TD001NUS	MJ0GJ9E7	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9HTTC70883	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9HTTC70865	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11213	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	8ETHA31306	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11164	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875607226	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875625087	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313141148	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313141403	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313099189	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875616060	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313142336	MECH	YR2025	\$ -
MISC	1	APC SURGE PROTECTOR (AFIS)	NET7	7Z1524L01514	MECH	YR2025	\$ -
MISC	1	MORPHO FINGERPRINT SCANNER (AFIS)	TP5300AED	AEV235101114R	MECH	YR2025	\$ -
MISC	1	ELO TOUCHSCREEN (AFIS)	E266835	ET1915L-8CWA-1-G	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN-1330	MECH	YR2025	\$ -
MISC	1	SAMSUNG PORTABLE DVD PLAYER	SE218GN	S16D6YMGB006A P	MECH	YR2025	\$ -
MISC	1	LOGITECH K350 KEYBOARD	K350	SN820002546	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN-2104	MECH	YR2025	\$ -
MISC	1	CASHDRAWER - ADVANTAGE	ADV113C1131089	ADV-149613	EOL	YR2025	\$ -

MISC	1	CASHDRAWER - ADVANTAGE	ADV113C1131089		EOL	YR2025	\$ -
MISC	1	DUPLO FORM BURSTER V-700	V-700		EOL	YR2025	\$ -
MISC	1	DUPLODEC INTER STACKER V-170	V-170	SN-7045069	EOL	YR2025	\$ -
MISC	1	MICROSOFT K350 KEYBOARD	K350	MNYR0053CN008 57	MECH	YR2025	\$ -
MISC	1	MICROSOFT K350 KEYBOARD	K350	MNYR0053CN134 28	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN1401	MECH	YR2025	\$ -
MISC	1	UNITECH HANDHELD SCANNER	PA520	SN-1474088065	EOL	YR2025	\$ -
MISC	1	UNITECH HANDHELD SCANNER	PA520	SN-1474088013	EOL	YR2025	\$ -
MISC	1	PANASONIC-LAPTOP KEYBOARD DOCK	CF-VEK331LM	8ETSA24443	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL169LT500109	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL624LT501000	MECH	YR2025	\$ -
MONITOR	1	PLANAR PL2210W	PL2210W	P2227CB001298	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL606LT500173	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL524LT504474	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2271MW	977-7847-00	PL708LTS00269	MECH	YR2025	\$ -
MONITOR	1	SAMSUNG 225BW	225BW	DP22HVMPA0174 3Y	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	97-7848-01	PL923NSS00117	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	997-7848-01	PL914NSS00211	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	997-7848-01	PL914NSS00001	MECH	YR2025	\$ -
MONITOR	1	SAMSUNG	B2240W	CB22HVMB50142 0R	MECH	YR2025	\$ -
MOUSE	1	LOGITECH ERGO M575	ERGO M575	N/A	MECH	YR2025	\$ -
NETWORK	1	Linksys SE2500 Switch	SE2500	10F10J09205465	MECH	YR2025	\$ -
NETWORK	1	TRENDNET SWITCH	TPE-TG50GA	CA0IT22201247	MECH	YR2025	\$ -
NETWORK	1	HDMI / Ethernet KVM - Evolution by VANCO	N/A	N/A	MECH	YR2025	\$ -
NETWORK	1	TRENDNET SWITCH	TEG-S50G	C212445002977	MECH	YR2025	\$ -
NETWORK	1	POE INJECTOR (2)	N/A	N/A	MECH	YR2025	\$ -
NETWORK	1	LINKSYS 5PORT SWITCH	EZXS55W	R9140F5000989	MECH	YR2025	\$ -
NETWORK	1	CISCO CATALYST 2960	WS-C2960X-24PS-L	F0C2030V0XQ	EOL	YR2025	\$ -
NETWORK	1	LINKSYS SE1500 Switch	SE1500	10E10J08415622	MECH	YR2025	\$ -
PHONE	1	BELLSOUTH	M7310	NTM040DSJJC	MECH	YR2025	\$ -
PHONES	MIS C	MISC SMART PHONES FROM PD	N/A	N/A	MECH	YR2025	\$ -

PRINTER	1	LaserJet M281fdw	T6B82AR	VNBNL678NK	MECH	YR2025	\$ -
PRINTER	1	LEXMARK MS810dn	4063-230	40635C6602YH3	MECH	YR2025	\$ -
PRINTER	1	ACOM XEROX PHASER 4500	PHASER4500	PMT304939	EOL	YR2025	\$ -
PRINTER	1	LEXMARK MX410DE	7015-470	701532LM059BL	MECH	YR2025	\$ -
PRINTER	1	HP LASERJET M276NW	CF145A	CNF8G3ZBYW	EOL	YR2025	\$ -
PRINTER	1	OfficeJet X576dw	CN598A	CN567KJ0MJ	MECH	YR2025	\$ -
PRINTER	1	EPSON RECEIPT PRINTER TM-H6000V	M253B	X5FZ017080	EOL	YR2025	\$ -
PRINTER	1	EPSON RECEIPT PRINTER TM-H6000V	M253B	X5FZ017126	EOL	YR2025	\$ -
PRINTER	1	IBM GREENBAR PRINTER			EOL	YR2025	\$ -
PRINTER	1	IBM GREENBAR PRINTER			EOL	YR2025	\$ -
PRINTER	1	HP LaserJet M551xh	LaserJet M551xh	CND CG862JZ	MECH	YR2025	\$ -
PRINTER	1	LEXMARK MS823DN MS50G0200	4064-430	4064943019XZ1	MECH	YR2025	\$ -
PRINTER	1	HP LASERJET 5550DTN	LaserJet 5550dtn	JPSC8CR052	EOL	YR2025	\$ -
PRINTER	1	HP CF404A PAPERTRAY	CF404A	VNB3B69425	EOL	YR2025	\$ -
UPS	1	APC-BACKUPS- BX1000G	BX1000G	3B1142X24100	EOL	YR2025	\$ -
UPS	1	APC-BACKUPS- BE650BB	BE650BB	QB0430137032	EOL	YR2025	\$ -
UPS	1	APC BACK-UPS PRO 1000	BR1000G	3B1142X27263	MECH	YR2025	\$ -
UPS	1	APC BACK-UPS ES 650	BE650BB	AB0425222583	MECH	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1602P12997	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1315P06945	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1337P08606	EOL	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1137P26487	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1232P49716	EOL	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1440P43874	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	3B1111X28281	EOL	YR2025	\$ -

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2025, at ____ o'clock ____.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____ on this ____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing Lucie Mesuch to the Sulphur Housing Authority Board of Commissioners to fill the unexpired term of Shirley Hoffpauir.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Lucie Mesuch to the Sulphur Housing Authority Board of Directors to fill the unexpired term of Shirley Hoffpauir which term will expire November, 2026.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



HOUSING AUTHORITY OF THE CITY OF SULPHUR

312 BROOK ST

SULPHUR, LOUISIANA 70663

sulphur.housing@sulphurhousing.com

337-527-5248 (PHONE)

October 1, 2025

Mayor Mike Danahay
City of Sulphur
P.O. Box 1309
Sulphur, LA 70663

RE: New Commissioner Needed

Dear Mayor Danahay,

The Sulphur Housing Authority is requesting a new board member to replace our board member, Shirley Hoffpauir, who sadly passed away 9/27/2025. Please let us know if further information is needed to process our request for a new commissioner. You can reach me at 337-527-5248.

Sincerely,

Raychel F. Kiser
Executive Director
Sulphur Housing Authority

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Tommy Little to the Sulphur Housing Authority Board of Directors.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Tommy Little to the Sulphur Housing Authority Board of Directors which term will expire November, 2030.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution requiring that all Board of Zoning Adjustment and Land Use meetings be broadcast live.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby require that all Board of Zoning Adjustment and Land Use meetings be broadcast live.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION AUTHORIZING THE ADVERTISEMENT OF BIDS FOR 2025
OVERLAY PROJECT.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize the advertisement of bids for 2025 Overlay Project, said bid to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., located at 600 North Cities Service Hwy.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

ADVERTISEMENT FOR BIDS

General Notice

Separate sealed Bids for 2025 Street Overlay, City of Sulphur; M.A. Project No. B6-24073-DA will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington Street, Sulphur, LA 70663 until 09:00 AM Central Standard Time, on Wednesday, December 10, 2025, and shall at that time and place be publicly opened and read aloud. Work consists of asphalt roadway rehabilitation along various streets and sewer point repairs as detailed in the plans and specifications.

Work Classification

Work Classification: Highway, Street, and Bridge Construction

Obtaining the Bidding Documents

Electronic copies of the Bidding Documents may be obtained from the Issuing Office of Meyer & Associates, Inc. (337) 625-8353, located at 600 N. Cities Service Hwy., Sulphur, LA 70663. A Bidding Document deposit is not required. In order to submit a bid, Bidders must obtain an original set of electronic Bidding Documents from Meyer & Associates, Inc. or the approved electronic bid website defined herein said advertisement.

Access to electronic bidding is available through the Bidding Documents Website
<https://www.centrauctionhouse.com>.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

RESOLUTION AUTHORIZING THE ADVERTISEMENT OF BIDS FOR
CONCRETE STREET REHABILITATION.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize the advertisement of bids for Concrete Street Rehabilitation, said bid to be in accordance with the quantities and specifications on file with Lancon Engineers, Inc. located at 905 McKinley Street, Westlake, LA.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

ADVERTISEMENT FOR BIDS

Public notice is hereby given that sealed bids are to be received at www.centralbidding.com or by mail or hand delivered in the office of the Director of Public Works of the City of Sulphur, located at 101 North Huntington Street, Sulphur, Louisiana, 70663 and will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room of City Hall at 101 North Huntington Street, Sulphur, LA, 70663 on the **Tuesday; December 9, 2025**, at the hour of **10:00 a.m.** central standard time. For the following Project:

**STCR2501 CONCRETE STREET REHAB
SULPHUR, LOUISIANA
CITY OF SULPHUR CONTROL NO. STCR2501
LEI PROJECT NO. 25-002**

All bids must be submitted on the proper bid form or electronic bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope on paper bids. Bids received after the above specified time for opening shall not be considered and shall be returned unopened to the sender.

Contract Documents, including drawings and technical specifications, may be examined at the office of the Engineer **Lancon Engineers, Inc.** at **905 McKinley Street; Westlake, Louisiana** phone: **(337) 439-6333**. Electronic (PDF) copies of these documents may be obtained from the Engineer via email at jveronie@lanconengineers.com, at no cost to the bidder. Plans and specifications will be available until twenty-four (24) hours before the bid opening.

All bids shall be accompanied by a certified check, cashier's check, or bid bond payable to the City of Lake Charles, the amount of which shall be five percent (5%) of the base bid and all alternates. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- Rating in the latest printing of the A.M. Best's Key Rating

Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. The bid bond shall be issued by a company licensed to do business in Louisiana and who is under contract with the surety company or bond issuer as a licensed agent in this state and residing in this state. The certified check, cashier's check or bid bond shall be given as a guarantee that the bidder shall execute the contract, should it be awarded to him, in conformity with the contract documents within fifteen (15) days of the Notice of Award.

No Bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof; except as prescribed in LA R.S. 38:2214. Bids and Bid Bonds shall be submitted only on the forms provided with the specifications.

The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to 100% of the Contract amount, shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list (Circular 570) or approved bonding companies which is published annually in the Federal Register. The public shall incur no obligation to the Contractor until the contract between the City and the Contractor is fully executed.

Contractors or contracting firms doing work which is classed as "Hazardous Materials" or any sub classification, shall be properly licensed when the work to be performed is \$1.00 or more. Contractors or contracting firms submitting bids for work besides Hazardous Materials, shall be properly licensed for any work in the amount of \$50,000.00 or more. All such bidders shall certify that they are licensed Contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes.

Bids shall be accepted only from Contractors who are licensed under LA R.S. 37:2150-2163 for the classification of **Highway, Street and Bridge Construction**.

Bids will be evaluated by the City of Sulphur based on the lowest responsible bid submitted which is also in compliance with the specifications. The City of Sulphur reserves the right to reject any and all bids in accordance with the provisions of LA R.S. 38.2211, et seq. Bids in the amounts specified above which have not bid in accordance with the requirements, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of race, creed, color, or national origin. The City of Sulphur fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The City operates without regard to race, color, national origin, income, gender, age, and disability. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI/Americans with Disabilities Act may by him/herself or by representative file a written complaint with the City of Sulphur.

A pre-bid conference will be held in the Conference Room of City Hall at 101 North Huntington Street; Sulphur, Louisiana, 70663 on Tuesday; December 2, 2025, at 10:00 a.m. Attendance at this conference is **NON-MANDATORY**. Bidders are advised that they will be required to state on the bid form that they have personally inspected and are familiar with the project site.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution authorizing the advertisement of bids for the annual supply of pipes and fittings, limestone & asphalt and chemicals for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement for bids for the annual supply of pipes and fittings, limestone & asphalt and chemicals for the City of Sulphur, said bid to be in accordance with the quantities and specifications on file with the City of Sulphur Finance Department.

BE IT FURTHER RESOLVED that the advertisement of bids will be in “The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for the annual supply of pipes and fittings, limestone & asphalt and chemicals for the City of Sulphur, will be received by the Clerk of the Council until 11:00 a.m. on the 2nd day of December 2025, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Finance in the Conference Room at City Hall, and the City Council shall at a regular meeting on the 8th day of December 2025, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.centralbidding.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Finance Department located at 101 North Huntington Street, Sulphur, Louisiana

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

RESOLUTION APPROVING LIQUOR LICENSE FOR TIME LOOP 31
LOCATED AT 720 EAST NAPOLEON STREET

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Time Loop 31 located at 720 East Napoleon Street.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: TIME LOOP 31

Owner: TIME LOOP ENTERPRISE LLC / MOHAMMED KABIR

Business Location: 720 E NAPOLEON ST SULPHUR, LA 70663

Date of Application: OCTOBER 7, 2025

Class: ☐ A ☒ B

Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

☐ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Digital Electronic Signature of Municipal Authority

City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



CITY OF SULPHUR

UL-07-2025

BY [Signature]

City of Sulphur
Liquor License Application

Name of Business: Time Loop 31
Location of Business: 720 E Napoleon Street, Sulphur, LA 70663
Legal Name of Owner: Time Loop Enterprise LLC
Home/Corp Address: 2518 S. Savannah Lane Lake Charles, LA 70605
Mailing Address: 2518 S. Savannah Lane Lake Charles, LA 70605
Application is for: ☐ CLASS "A" ☒ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☐ Partnership ☒ Corp/LLC
Has a homeowner petition been signed by residents? ☐ YES ☒ NO
Have you applied for a state license? ☒ YES ☐ NO
Are you the owner of the premises to be licensed? ☐ YES ☒ NO
If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO
Owner's name and address of the premises Hyatt Group LLC 713 Drew St., Lake Charles, LA
Is the business to be conducted wholly by you or by more than one representative? NO
Federal Tax #: 85-1106186 La. State Tax #: 2015963-001

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☐ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☐ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

REVISED 5/11/2022

Page 2 of 5



Sales and Use Tax Department

PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

www.calcasieusalestax.org

(337) 217-4280 Fax (337) 217-4281

PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00062774
Federal Employer Identification Number: 85-1106186
LA Department of Revenue & Taxation No: 2075963-002-400
Taxpayer Name: TIME LOOP ENTERPRISES LLC
Trade Name (if different): TIME LOOP 31
Location Address: 720 E NAPOLEON ST
SULPHUR, LA 70663
Mailing Address: 720 E NAPOLEON ST
SULPHUR, LA 70663

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Mona Hainey
Authorized Signature

// Clerk
Title

10/6/2025
Date

Calcasieu Parish Sales & Use Tax Department

1032 (5/2017)

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLA Convention & Visitors Bureau



Post Office Box 4969
Baton Rouge, LA 70821-4969

TIME LOOP ENTERPRISE LLC
TIME LOOP 31
1001 MCCALL ST
LAKE CHARLES LA 70607-4921

Date of Notice: October 01, 2025
Letter ID: L0744188240
Account ID: 2075963-002-400
Tax Type: Sales

**State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date: October 01, 2025

Department of Revenue Account Number: 2075963-002

Federal Identification Number: 851106186

State ATC Permit Number:

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 720 E NAPOLEON ST
SULPHUR LA 70663-3402

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State


Signature

Director

Title

October 01, 2025

Date

Local

Signature

Title

Date



John Wall, Police Chief

**City of Sulphur
Police Department
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-0406**

www.sulphur.org



Mike Danahay, Mayor

OCTOBER 09, 2025

To Whom It May Concern:

OCTOBER 09, 2025, a search of this office was made showing improper conduct, and a criminal record on **MOHAMMED KABIR DOB: 12/31/1981, SSN: 096-90-9377**. This search shows that the said **MOHAMMED KABIR** was arrested, investigated, and found to be directly or indirectly involved in any crimes, misdemeanors or other offense.

See list below:

Arrest Date: 06/14/2025 -ARRESTED -CITATON
Agency: SULPHUR POLICE DEPARTMENT
Charges: SPEEDING 47/35

This certificate is based on a personal investigation and upon the records of Sulphur Police Department.

Respectfully Submitted,

Samantha Goodwin
Records Department
SULPHUR POLICE DEPARTMENT

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



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COMMUNITY



John Wall, Police Chief

**City of Sulphur
Police Department**
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-0406

www.sulphur.org



Mike Danshay, Mayor

OCTOBER 15, 2025

To Whom It May Concern:

OCTOBER 15, 2025, a search of this office was made showing improper conduct, and a criminal record on BHUPINDER SINGH SANDHU, DOB: 02/15/1966, SSN: 618-90-8462. This search shows that the said BHUPINDER SINGH SANDHU was arrested, investigated, and found to be directly or indirectly involved in any crimes, misdemeanors or other offense.

See list below:

Arrest Date: 02/25/2015 -ARRESTED -CITATON
Agency: SULPHUR POLICE DEPARTMENT
Charges: UNLAWFUL SALES TO PERSONS UNDER TWENTY ONE

This certificate is based on a personal investigation and upon the records of Sulphur Police Department.

Respectfully Submitted,

Samantha Goodwin
Records Department
SULPHUR POLICE DEPARTMENT

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY

RESOLUTION NO. _____, M-C SERIES

RESOLUTION APPROVING LIQUOR LICENSE FOR JUANITA’S KITCHEN
SULPHUR LA, INC. LOCATED AT 535 NORTH CITIES SERVICE HWY.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Juanita’s Kitchen Sulphur LA, Inc. located at 535 North Cities Service Hwy.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: JUANITA'S KITCHEN SULPHUR LA, INC

Owner: JOSE A GARCIA VELAZQUEZ & JUANA MAGANA

Business Location: 535 N CITIES SERVICE HWY SULPHUR, LA 70663

Date of Application: OCTOBER 9, 2025

Class: ☒ A ☐ B

Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

☐ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Denise Fontenot, Director of Municipal Services

City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Mike Dandridge, Mayor

CITY OF SULPHUR

ULI 09 2025

City of Sulphur
Liquor License Application

Name of Business: Juanita's Kitchen Sulphur LA, Inc
Location of Business: 535 N. Cities Service Hwy Sulphur, LA 70663
Legal Name of Owner: Jose A Garcia Velazquez
Home/Corp Address: 703 Barbara St. Deridder, LA 70634
Mailing Address: 703 Barbara St. Deridder, LA 70634

Application is for: ☒ CLASS "A" ☐ CLASS "B"

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☐ YES ☒ NO

Have you applied for a state license? ☐ YES ☐ NO

Are you the owner of the premises to be licensed? ☐ YES ☐ NO

If NO, do you hold a bona Fide Lease? ☐ YES ☐ NO

Owner's name and address of the premises ELVT Development Group LLC
703 Barbara St. Deridder, LA 70634

Is the business to be conducted wholly by you or by more than one representative? yes
Federal Tax #: 39-4595393 La. State Tax #: 3804214-001

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | **State Law reference**— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☒ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☒ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 2 of 5



LOUISIANA
DEPARTMENT
of REVENUE

Post Office Box 4969
Baton Rouge, LA 70821-4969

JUANITAS KITCHEN SULPHUR LA INC
703 BARBARA ST
DERIDDER LA 70634-2717

Date of Notice: October 06, 2025
Letter ID: L0735713616
Account ID: 2804214-001-400
Tax Type: Sales

**State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date: October 06, 2025
Department of Revenue Account Number: 2804214-001
Federal Identification Number: 394595393
State ATC Permit Number: APPLIED FOR
Local Sales Tax Agency Account Number:
Local ABC Permit Number:
Location Address of Applicant: 535 N CITIES SERVICE HWY
SULPHUR LA 70663-4107

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State	 Signature	Director Title	October 06, 2025 Date
Local	 Signature	 Title	 Date



Sales and Use Tax Department

PO Drawer 2050; 2439 6th St. Lake Charles, LA 70602-2050

(337)-217-4280

Calcasieu Parish School Board

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PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: APPLIED FOR

Social Security Number or FEIN: 39-4595393

LA Department of Revenue & Taxation No: 2804214-001

Taxpayer Name: JUANITA'S KITCHEN SULPHUR LA, INC

Trade Name (if different):

Location Address: 535 N CITIES SERVICE HWY
SULPHUR, LA 70663

Mailing Address: 703 BARBARA STREET
DERIDDER, LA 70634

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Mona Dancy
Authorized Signature

Calcasieu Parish Sales & Use Tax Department

CLERK

Title

10-09-2025

Date

F032(5/2017)

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLA Convention & Visitors Bureau



John Wall, Police Chief

**City of Sulphur
Police Department**
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-4561
www.sulphur.org



Mike Danahay, Mayor

OCTOBER 09, 2025

To Whom It May Concern:

On OCTOBER 09, 2025, a search of this office was made showing good conduct and without presence of a criminal record on file for JOSE GARCIA VELAZQUEZ, DOB: 10/15/1975, SSN: 629-78-5622. This search shows that the subject JOSE GARCIA VELAZQUEZ, has never been arrested, investigated, or otherwise involved directly and/or indirectly of any crimes, misdemeanors or any offense.

This certificate is based upon a personal investigation and upon the records of the Sulphur Police Department Records Division.

Respectfully Submitted,

Samantha Goodwin
Records Clerk
Sulphur Police Dept

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY



John Wall, Police Chief

**City of Sulphur
Police Department**
500B N. Huntington St.
Sulphur, LA 70663
Phone: 337-527-4594
Fax: 337-527-4561
www.sulphur.org



Mike Danahay, Mayor

OCTOBER 09, 2025

To Whom It May Concern:

On OCTOBER 09, 2025, a search of this office was made showing good conduct and without presence of a criminal record on file for JUANA MAGANA, DOB: 09/20/1987, SSN: 083-80-0056. This search shows that the subject JUANA MAGANA has never been arrested, investigated, or otherwise involved directly and/or indirectly of any crimes, misdemeanors or any offense.

This certificate is based upon a personal investigation and upon the records of the Sulphur Police Department Records Division.

Respectfully Submitted,

Samantha Goodwin
Records Clerk
Sulphur Police Dept

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY

RESOLUTION NO. _____, M-C SERIES

RESOLUTION APPROVING LIQUOR LICENSE FOR PUNJABI TADKA
LOCATED AT 2625 RUTH STREET.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Punjabi Tadka located at 2625 Ruth Street.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: PUNJABI TADKA

Owner: SULPHUR FIRST STOP LLC / BHUPINDER & KAWALJIT SANDHU

Business Location: 2625 RUTH ST SULPHUR, LA 70663

Date of Application: AUGUST 07, 2024

Class: ☒ A ☐ B Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

☐ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Denise Chandler, Director of Municipal Services

Mike Danahay, Mayor

City of Sulphur
Liquor License Application

RECEIVED
AUG 07 2024

Name of Business: Punjabi Tadka
Location of Business: 2625 Ruth Street Sulphur, LA 70663
Legal Name of Owner: Sulphur First Stop, LLC
Home/Corp Address: 2301 Ruth Street Sulphur, LA 70663
Mailing Address: 2301 Ruth Street Sulphur, LA 70663

Application is for: ☒ CLASS "A" ☐ CLASS "B"

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☐ YES ☒ NO

Have you applied for a state license? ☒ YES ☐ NO

Are you the owner of the premises to be licensed? ☐ YES ☒ NO

If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO

Owner's name and address of the premises Bhupinder and Kawaljit Sandhu

Is the business to be conducted wholly by you or by more than one representative? no

Federal Tax #: _____ La. State Tax #: _____

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 346, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☐ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☐ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/16/2021

Page 2 of 5



LOUISIANA
DEPARTMENT OF REVENUE

Post Office Box 4969
Baton Rouge, LA 70821-4969

PUNJABI TADKA
2301 RUTH ST
SULPHUR LA 70663-6930

Date of Notice:	October 08, 2024
Letter ID:	L0946449488
Location ID:	B2793396-0002
Tax Type:	Sales

**State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date: October 08, 2024

Department of Revenue Account Number: 2793396-001

Federal Identification Number: 202389171

State ATC Permit Number:

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 2625 RUTH ST
SULPHUR LA 70665-7465

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State


Signature

Director

Title

October 08, 2024

Date

Local

Signature

Title

Date



Sales and Use Tax Department

PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

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www.calcasieusalestax.org

(337) 217-4280 Fax (337) 217-4281

PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00061361

Federal Employer Identification Number: 20-2389171

LA Department of Revenue & Taxation No: 2793396-001

Taxpayer Name: SULPHUR FIRST STOP LLC

Trade Name (if different): PUNJABI TADKA

Location Address: 2625 RUTH ST
SULPHUR, LA 70663

Mailing Address: 2301 RUTH ST
SULPHUR, LA 70663

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Monica Hanington // Clerk // 10/1/2024
Authorized Signature Title Date
Calcasieu Parish Sales & Use Tax Department

F032(5/2017)

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLA Convention & Visitors Bureau



John Wall, Police Chief

**City of Sulphur
Police Department**
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-0406

www.sulphur.org



Mike Danahay, Mayor

OCTOBER 15, 2025

To Whom It May Concern:

OCTOBER 15, 2025, a search of this office was made showing improper conduct, and a criminal record on KAWALJIT KAUR SANDHU DOB: 07/25/1970, SSN: 625-13-0811. This search shows that the said KAWALJIT KAUR SANDHU was arrested, investigated, and found to be directly or indirectly involved in any crimes, misdemeanors or other offense. See list below:

Arrest Date: 03/12/2017 -ARRESTED -CITATON
Agency: SULPHUR POLICE DEPARTMENT
Charges: SPEEDING 55/35

This certificate is based on a personal investigation and upon the records of Sulphur Police Department.

Respectfully Submitted,

Samantha Goodwin

Samantha Goodwin
Records Department
SULPHUR POLICE DEPARTMENT

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY



John Wall, Police Chief

**City of Sulphur
Police Department
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-0406**

www.sulphur.org



Mike Danshay, Mayor

OCTOBER 15, 2025

To Whom It May Concern:

OCTOBER 15, 2025, a search of this office was made showing improper conduct, and a criminal record on BHUPINDER SINGH SANDHU, DOB: 02/15/1966, SSN: 618-90-8462. This search shows that the said BHUPINDER SINGH SANDHU was arrested, investigated, and found to be directly or indirectly involved in any crimes, misdemeanors or other offense.

See list below:

Arrest Date: 02/25/2015 -ARRESTED -CITATON
Agency: SULPHUR POLICE DEPARTMENT
Charges: UNLAWFUL SALES TO PERSONS UNDER TWENTY ONE

This certificate is based on a personal investigation and upon the records of Sulphur Police Department.

Respectfully Submitted

Samantha Goodwin
Records Department
SULPHUR POLICE DEPARTMENT

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY