



St. James Parish Council

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Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

February 18, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, February 19, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse Annex in Vacherie.

Prior to the meeting, at 6:15 P.M., there will be a public hearing on the following ordinances:

1. Proposed Ordinance 20-02, An ordinance providing for the purchase of natural gas from the Black Belt Energy Gas District ("Black Belt"); providing for the sale of natural gas by the Parish; approving the execution and delivery of a Gas Supply Agreement, Gas Purchase and Sale Agreement, and other agreements relating to the purchase and/or sale of natural gas; consenting to the assignment of certain obligations under the Gas Supply Agreement and the Gas Purchase and Sale Contract in connection with the issuance of bonds by Black Belt; and providing for other matter in connection therewith.
2. Proposed Ordinance 20-03, An ordinance authorizing the execution of amendatory documents in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010B and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing.

Please make every effort to attend.

Sincerely,

Linda Hubbell
Secretary

cc: Parish President Pete Dufresne & Staff
Assistant District Attorney Cody Martin
The News Examiner/Enterprise
The Morning Advocate
L'Observateur

Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

Alvin St. Pierre, Jr.	Jason Amato	Ryan Louque	Mason Bland	Clyde Cooper	Vondra Steib	Donald Nash
District 1	District 2	District 3	District 4	District 5	District 6	District 7

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse Annex – 2631 Hwy 20, Vacherie, LA
WEDNESDAY, FEBRUARY 19, 2020

6:15 P.M. – PUBLIC HEARING

1. Proposed Ordinance 20-02, An ordinance providing for the purchase of natural gas from the Black Belt Energy Gas District (“Black Belt”); providing for the sale of natural gas by the Parish; approving the execution and delivery of a Gas Supply Agreement, Gas Purchase and Sale Agreement, and other agreements relating to the purchase and/or sale of natural gas; consenting to the assignment of certain obligations under the Gas Supply Agreement and the Gas Purchase and Sale Contract in connection with the issuance of bonds by Black Belt; and providing for other matter in connection therewith (Dufresne)
2. Proposed Ordinance 20-03, An ordinance authorizing the execution of amendatory documents in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010B and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing. (Dufresne)

6:30 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the February 5, 2020 public hearing minutes
2. Approval of the February 5, 2020 regular meeting minutes

IV. PRESIDENT’S REPORT

V. PUBLIC COMMENT on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

VI. PRESENTATION

1. Buddy Boe, River Parishes Tourist Commission’s Annual Report (St. Pierre)
2. Brent Dicharry, Recreation Department’s Annual Report (St. Pierre)
3. Anne Rolfes, Louisiana Bucket Brigade, Provide an update on the appeal of Formosa Plastics’ air permit (Cooper)

VII. CORRESPONDENCE RECEIVED - None

VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS – None

IX. OLD BUSINESS

1. Director’s Update
 - District 5 Alternate Access Route (Cooper)
 - North Vacherie Railroad Culvert Upgrade Project Status Update (Etienne-Steib)
 - Acquisition of Land for Multipurpose Building Update (Etienne-Steib)
2. Action on Ordinance 20-02, An ordinance providing for the purchase of natural gas from the Black Belt Energy Gas District (“Black Belt”); providing for the sale of natural gas by the Parish; approving the execution and delivery of a Gas Supply Agreement, Gas Purchase and Sale Agreement, and other agreements relating to the purchase and/or sale of natural gas; consenting to the assignment of certain obligations under the Gas Supply Agreement and the Gas Purchase and Sale Contract in connection with the issuance of bonds by Black Belt; and providing for other matter in connection therewith (Dufresne)
3. Action on Ordinance 20-03, An ordinance authorizing the execution of amendatory documents in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010B and (v) \$75,000,000 original aggregate

principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing (Dufresne)

X. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the February 21, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution approving and adopting the revision to the Personnel Policy governing St. James Parish employees (Dufresne)
4. Resolution authorizing the Parish President's office advertise and receive bids for firefighting equipment (Dufresne)
5. Resolution authorizing the St. James Parish President to sign a contract with PG Consulting, LLC for certain Information Technology services (Dufresne)
6. Resolution authorizing the St. James Parish President to sign a contract with Becnel Grounds Management for lawn care and vehicle cleaning (Dufresne)

7. COUNCIL MEMBER'S REPORT

8. DIRECTOR'S REPORT

9. MOTION TO ADJOURN

To view backup documentation please visit www.stjamesla.com/agendacenter

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The following ordinance which was previously introduced at a regular meeting held on February 5, 2020, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on a motion offered by Councilman _____ and seconded by Councilman _____:

ORDINANCE 20-02
ST. JAMES PARISH COUNCIL

AN ORDINANCE PROVIDING FOR THE PURCHASE OF NATURAL GAS FROM THE BLACK BELT ENERGY GAS DISTRICT (“BLACK BELT”); PROVIDING FOR THE SALE OF NATURAL GAS BY THE PARISH; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT, GAS PURCHASE AND SALE AGREEMENT, AND OTHER AGREEMENTS RELATING TO THE PURCHASE AND/OR SALE OF NATURAL GAS; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY AGREEMENT AND THE GAS PURCHASE AND SALE CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY BLACK BELT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Parish of St. James, State of Louisiana (the “Parish”), currently provides natural gas to the residents within the boundaries of the Parish; and

WHEREAS, the St. James Parish Council (the “Parish Council”), pursuant to Article III, Section A(7) of the Parish of St. James Home Rule Charter, and other applicable constitutional and statutory authority (the “Act”), desires to authorize the purchase of natural gas from Black Belt Energy Gas District (“Black Belt”); and

WHEREAS, Black Belt acquires long-term gas supplies from suppliers of natural gas sized to meet all or a portion of the requirements of the resident purchasers within their area(s) of service through a prepayment by Black Belt (the “Prepaid Project”); and

WHEREAS, the Parish Council, pursuant to the Act, desires to authorize the sale of natural gas supplied by Black Belt to commercial natural gas purchasing entities within the Parish in order to provide natural gas to the residents of the Parish; and

WHEREAS, the Parish Council has determined that it is in the best interest of the Parish to purchase natural gas from Black Belt to meet all or a portion of the natural gas requirements within the Parish through a Gas Supply Agreement; and

WHEREAS, the Parish Council has also determined that it is in the best interest of the Parish to enter into a Gas Sale and Purchase Agreement with commercial natural gas purchasing entities in order to sell natural gas purchased from Black Belt through the Prepaid Project to the residents of the Parish;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. The Parish is authorized to enter into one or more Gas Supply Agreements (each a “Gas Supply Agreement”) with Black Belt in order to purchase natural gas from Black Belt to meet all or a portion of the requirements of the natural gas needs within the Parish. The proposed Gas Supply Agreement between the Parish and Black Belt is approved in substantially the form as attached hereto as Exhibit A. The Parish President and Secretary of the Parish Council are authorized and directed to approve any changes to and execute the Gas Supply Agreement on behalf of the Parish.

SECTION 2. Under each Gas Supply Agreement, the Parish will agree to purchase and Black Belt will agree to provide specified amounts of gas at set prices for mutually agreed upon terms. As a condition of each Gas Supply Agreement, Black Belt will agree to issue Gas Project Revenue Bonds in one or more series (the “Bonds”) to finance the acquisition of the gas supplies required under the Gas Supply Agreement, the payment of the Bonds to be secured solely by certain assets of Black Belt, including the Gas Supply Agreement. The Bonds shall not be obligations of the Parish, and the Parish shall have no financial liability with respect to the Bonds.

SECTION 3. The Parish is further authorized to enter into one or more Gas Sale and Purchase Agreements with commercial natural gas purchasing entities to sell natural gas purchased through Black Belt to the residents of the Parish. The proposed Gas Sale and Purchase Agreement between the Parish and a commercial natural gas purchasing entity is approved in substantially the form as attached hereto as Exhibit B. The Parish President and Secretary of the Parish Council are authorized and directed to approve any changes to and execute Gas Sale and Purchase Agreements on behalf of the Parish.

SECTION 4. Under the Gas Sale and Purchase Agreement, the Parish will agree to sell and the commercial natural gas purchasing entity will agree to purchase specified amounts of natural gas at set prices for mutually agreed upon terms.

SECTION 5. The Parish President and Secretary of the Parish Council are hereby authorized to

do any and all things necessary and incidental to carry out the provisions of this Ordinance, including taking the necessary steps to execute and deliver any additional agreements related to the purchase and/or sale of natural gas through the aforementioned agreements.

SECTION 6. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. This Ordinance specifically amends and supplements Ordinance No. 18-12 to the extent that any part of it conflicts with any of the above. Additionally, all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the ordinance was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

EXHIBIT A
FORM OF GAS SUPPLY AGREEMENT

[Attached]

GAS SUPPLY AGREEMENT

BY AND BETWEEN

THE BLACK BELT ENERGY GAS DISTRICT

AND

PARISH OF ST. JAMES, STATE OF LOUISIANA

DATED AS OF [_____] 1, 2020

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GAS SUPPLY AGREEMENT

PREAMBLE

This Gas Supply Agreement, dated as of [_____] 1, 2020 (the “*Agreement*”), is made and entered into by and between Parish of St. James, State of Louisiana, a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution of 1974, as amended, and other laws of the State of Louisiana (the “*Gas Purchaser*”), and The Black Belt Energy Gas District, a public corporation organized as a gas district under the laws of the State of Alabama (the “*District*”). Gas Purchaser and the District are sometimes hereinafter referred to in this Agreement collectively as the “*Parties*” or individually as a “*Party*.”

RECITALS

WHEREAS, the District is an Alabama gas district, a public corporation organized by actions of its member municipalities pursuant to the provisions of the Alabama Gas Districts Act, § 11-50-390 *et seq.*, Alabama Code (1975), as amended (the “*Act*”); and

WHEREAS, Gas Purchaser is a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution of 1974, as amended, and other laws of the State of Louisiana; and

WHEREAS, the District has planned and developed a project to acquire long-term Gas supplies from The Toronto-Dominion Bank, a Canadian chartered bank duly organized, validly existing and in good standing under the Bank Act (Canada) (“*TD Bank*”) pursuant to a Prepaid Natural Gas Sales Agreement, dated as of _____, 2020 (the “*Prepaid Gas Agreement*”), to meet a portion of the Gas supply requirements of the Municipal Utilities (the “*Municipal Utility Participants*”) participating in the gas prepayment project (the “*Prepaid Project*”); and

WHEREAS, the District will finance the prepayment under, and the other costs of, the Prepaid Project by issuing Bonds; and

WHEREAS, Gas Purchaser owns and operates approximately 130 miles of natural gas distribution system facilities in St. James Parish, Louisiana; and

WHEREAS, Gas Purchaser desires to enter into an agreement with the District for the purchase of Gas supplies that the District acquires under the Prepaid Project for sale to a retail industrial customer in its service area, YCI Methanol One, LLC ("*YCI*"), at a plant owned and operated by YCI known as the "*YCI St. James Methanol Plant*" (the "*YCI Plant*"), to meet a portion of YCI's gas requirements for operations at the YCI Plant, or to any successor entity to YCI operating the YCI Plant, or, if YCI ceases to purchase Gas supplies from Gas Purchaser, to any other industrial customer whose facilities are located in Gas Purchaser's service area (for the purposes of this Agreement, the YCI Plant and any other such facilities shall be referred to as the "*Plant*") that Gas Purchaser contracts to serve under the terms of its Rate Schedule for service to large volume industrial users established through Ordinance No. ____ (the "*Ordinance*"), under the terms and conditions set forth in this Agreement (for purposes of this Agreement, all such entities and customers shall be referred to as "*Downstream Customer*"); and

WHEREAS, Gas Purchaser is agreeable to purchasing Gas from the District under the terms and conditions set forth in this Agreement for sale to Downstream Customer for its consumption at the Plant and the District is agreeable to selling to Gas Purchaser such supplies of Gas under the terms and conditions set forth in this Agreement; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, the District shall have entered into the Prepaid Gas Agreement and shall have issued the Bonds.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Gas Purchaser agree as follows.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1. Construction of the Agreement. The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and EXHIBITS throughout this Agreement are references to the corresponding Articles, Sections, and EXHIBITS of this Agreement unless otherwise specified. All EXHIBITS are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word “*including*” and related forms thereof are intended to be interpreted inclusively, whether or not the phrase “*but not limited to*” follows such word or words. The words “*will*” and “*shall*” indicate mandatory requirements of the Parties except in the Recitals.

1.2. Definitions. Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

- (a) “*Act*” is defined in the Recitals.
- (b) “*Advance*” means an advance of funds from the Funding Provider to the Trustee to fund any deficiency in the funds and accounts created under the Bond Indenture, but if and only if and to the extent such deficiency results from the failure by Gas Purchaser to pay in full on the date due any amount payable by it for Gas delivered to it by the District under this Agreement due to a failure by the Downstream Customer to pay any due and payable Downstream Customer Payments.

- (c) “*Agreement*” is defined in the Preamble.
- (d) “*Alternate Delivery Point*” has the meaning specified in Section 3.1.
- (e) “*Annual Rebate*” means the annual rebate provided by the District to Gas Purchaser from moneys on deposit in the Custodial Account and which shall be calculated pursuant to Section 4.5(a).
- (f) “*Annual Refund*” means the annual refund in cents per MMBtu provided to Gas Purchaser and calculated pursuant to the procedures specified in Section 4.5(b).
- (g) “*Annualized Daily Quantity*” or “*ADQ*” means for any Year the sum of the Daily Contract Quantities divided by the number of days in the Year.
- (h) “*Available Discount*” means, for each Delivery Month of a Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement. The Available Discount shall equal the sum of the Monthly Discount, the projected Annual Rebate and the projected Annual Refund per MMBtu for the applicable Reset Period (prior to payment by Gas Purchaser of the Project Administration Fee). During the Initial Discount Period, the Available Discount shall equal the amount set forth on Exhibit C, which amount shall be no less than 35 cents (0.35) per MMBtu.
- (i) “*Board of Directors*” means the Board of Directors of the District.
- (j) “*Bond Counsel*” means bond counsel or special tax counsel of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state or commonwealth of the United States, and selected by the District.

(k) “**Bond Indenture**” means the Trust Indenture dated as of _____ 1, 2020, between the District and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of and security for the Bonds, together with any other trust indenture providing for the issuance of and security for any refunding Bonds, in each case as the same may be amended from time to time.

(l) “**Bonds**” means the District’s Gas Supply Revenue Bonds, Series 2020 (including multiple sub-series), issued to finance the District’s purchase of Gas under the Prepaid Gas Agreement and costs associated therewith, and any Refunding Bonds issued by the District under the Bond Indenture.

(m) “**Btu**” means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60 degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point shall be deemed conclusive in accordance with Article VI of the Prepaid Gas Agreement; and provided further that in the event of an inconsistency in the definition of “**Btu**” between this definition and the definition of “**Btu**” in the Prepaid Gas Agreement, the definition in the Prepaid Gas Agreement shall apply.

(n) “**Business Day**” means (i) with respect to payments and general notices required to be given under this Agreement, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in New York, New York, the State of Alabama, or the State of Louisiana are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Bond Indenture, and (ii) with respect to Gas deliveries and notices with respect thereto, any day.

(o) “*Calculation Agent*” has the meaning specified in the Re-Pricing Agreement.

(p) “*Central Prevailing Time*” or “*CPT*” means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

(q) “*Cf*” means cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit.

(r) “*Code*” means the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 1 *et seq.* References to the Code or to a section of the Code include the U.S. Treasury Regulations thereunder.

(s) “*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Agreement, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Agreement shall be determined at the time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

(t) “*Commodity Swap*” means (i) the ISDA Master Agreement dated as of [____], 2020, together with the Schedule thereto and a related Confirmation, dated [____], 2020, each between the District and the Commodity Swap Counterparty, pursuant to which agreement the District is the floating price payer and the Commodity Swap Counterparty is the fixed price payer with respect to an aggregate notional quantity of Gas that is equal to the

quantity of Gas to be delivered under the Prepaid Gas Agreement and for a term that is equivalent to the Delivery Period of the Prepaid Gas Agreement, and (ii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

(u) “*Commodity Swap Counterparty*” means the District’s counterparty under the Commodity Swap, which initially shall be Royal Bank of Canada.

(v) “*Contract Price*” means the price per MMBtu described in Section 4.1.

(w) “*Custodial Account*” is defined in Section 11.1(b).

(x) “*Custodial Agreement*” means the Custodial Agreement, dated as of [____], 2020, by and among the District, the Gas Purchaser, the Funding Provider, the Trustee and the Custodian, as the same may be amended or supplemented in accordance with its terms.

(y) “*Custodian*” means The Bank of New York Mellon Trust Company N.A., as custodian under the Custodial Agreement, and any successor in such capacity.

(z) “*Daily Contract Quantity*” or “*DCQ*” means, for each Month, the quantity of Gas in MMBtu that shall be delivered by the District to Gas Purchaser and received by Gas Purchaser from the District each Gas Day during such Month, as set forth in EXHIBIT B.

(aa) “*Daily Index*” means, with respect to any Gas Day, the Midpoint price (in \$/MMBtu) published in Gas Daily (published by S&P Global Platts, a division of S&P Global Inc.) under the heading “*Daily price survey*” for the Gas Daily pricing point corresponding to Henry Hub for the “*Flow date*” corresponding to such Gas Day.

(bb) “*Delivery Period*” is defined in Section 2.1.

(cc) “*Delivery Point*” is defined in Section 3.1.

(dd) “*District*” is defined in the Preamble.

(ee) “*Downstream Customer*” is defined in the Recitals.

(ff) “*Downstream Customer Payments*” is defined in Section 11.1(b).

(gg) “*Downstream Supply Contract*” means that certain North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas, dated as of _____, 2020 (the “*NAESB Contract*”), inclusive of the Transaction Confirmation thereto, dated as of _____, 2020, between Gas Purchaser and Downstream Customer, as it may be amended from time to time and shall also include any successor or extended NAESB Contract for the sale of the Gas purchased by Gas Purchaser under this Agreement between Gas Purchaser and Downstream Customer.

(hh) “*Dth*” means one dekatherm, which is equivalent to one MMBtu.

(ii) “*Event of Insolvency*” means, with respect to any Person, the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the appointment of a trustee,

receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a Government Agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person generally to pay its debts or claims as they become due; (g) the Person shall admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

(jj) “*Failed Remarketing*” has the meaning specified in the Bond Indenture.

(kk) “*FERC*” means the Federal Energy Regulatory Commission and any successor thereto.

(ll) “*FERC Gas Tariff*” means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

(mm) “*Firm*” means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reason of Force Majeure with respect to such Person asserting Force Majeure.

(nn) “*Force Majeure*” is defined in Section 13.2.

(oo) “*Funding Agreement*” means that certain Funding and Assignment Agreement, dated as [____], 2020, between the Funding Provider and the District, as amended or supplemented from time to time.

(pp) “*Gas*” means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiables, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

(qq) “**Gas Day**” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas Day shall be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or the FERC with general applicability, changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Agreement with respect to such Transporter or generally, as applicable.

(rr) “**Gas Purchaser**” is defined in the Preamble.

(ss) “**Gas Purchaser Security Interest**” is defined in Section 11.5.

(tt) “**Gas Purchaser’s Transporter**” means the Transporter receiving Gas on Gas Purchaser’s behalf at the Delivery Point, if there is one. For the avoidance of doubt, the Parties recognize that at the initiation of deliveries under the Prepaid Project and this Agreement, there shall be no Gas Purchaser’s Transporter, as the Gas delivered by the District to Gas Purchaser shall be received by the District at the Delivery Point.

(uu) “**Government Agency**” means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(vv) “**Imbalance Charges**” means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balancing, scheduling and/or nomination requirements under such Transporter’s FERC Gas Tariff or other regulated tariff.

(ww) “*Index Price*” means the daily market index price described in Section 4.2, and any substitute index price determined under Section 4.2.

(xx) “*Initial Discount Period*” means the period from and including _____ 1, 2020 to and including _____, 202_.

(yy) “*LMGA*” means the Louisiana Municipal Natural Gas Purchasing and Distribution Authority, d/b/a the Louisiana Municipal Gas Authority, a political subdivision of the State of Louisiana organized and existing under the laws of the State of Louisiana.

(zz) “*LMGA Management Fee*” means the administrative fee payable to LMGA by the District pursuant to that certain Management Agreement, dated as of _____, 2020, between Gas Purchaser, the District, and LMGA (the “*LMGA Management Agreement*”), under which LMGA serves as agent of Gas Purchaser.

(aaa) “*Maturity Date of the Bonds*” means the Final Maturity Date of the Bonds, as defined in the Bond Indenture.

(bbb) “*Mcf*” means 1,000 cubic feet (cf) of Gas.

(ccc) “*Minimum Discount*” means 35 cents per MMBtu for the Initial Discount Period, and thereafter, during any Reset Period following the Initial Discount Period, 23 cents per MMBtu, and in every case includes the Monthly Discount plus the projected Annual Rebate and the projected Annual Refund. In all cases, the applicable Minimum Discount shall be determined prior to the payment by Gas Purchaser of the Project Administration Fee.

(ddd) “*MMBtu*” means 1,000,000 Btu, which is equivalent to one Dth.

(eee) “*Month*” means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term “*Monthly*” shall be construed accordingly.

(fff) “**Monthly Discount**” means (i) for each Month of the Initial Discount Period, __ cents (\$0.__) per MMBtu, and (ii) for each Month of a Reset Period thereafter, the Monthly Discount portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement. [Note: monthly discount to St. James will depend on YCI’s pricing election under the NAESB].

(ggg) “**Municipal Utility**” means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity at wholesale to, or that is sold to entities that provide Gas or electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it (or to cause such Gas to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

(hhh) “**Municipal Utility Participants**” is defined in the Recitals.

(iii) “**Person**” means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(jjj) “**Plant**” is defined in the Recitals.

(kkk) “**Pledge and Security Agreement**” means the Pledge and Security Agreement, dated [____], 2020, by and between the District, as pledger, and the Funding Provider, as secured party.

(lll) “**Prepaid Gas Agreement**” is defined in the Recitals.

(mmm) “**Prepaid Project**” is defined in the Recitals.

(nnn) “**Primary Delivery Point**” is defined in Section 3.1.

(ooo) “**Prime Rate**” means, for any day of determination, the fluctuating rate per annum equal to the “**Prime Rate**” listed daily in the “**Money Rates**” section of The Wall Street Journal on such day (or if such day is not a Business Day, the preceding Business Day), or if The Wall Street Journal is not published on a particular Business Day, then the “**prime rate**” published in any other national financial journal or newspaper selected by TD Bank in its reasonable judgment, and if more than one such rate is listed in the applicable publication, the highest rate shall be used. Any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

(ppp) “**Project Administration Fee**” means the monthly fee, stated in cents per MMBtu, payable by Gas Purchaser as described in Section 4.3.

(qqq) “**Project Agreements**” means the agreements entered into by the District under the Prepaid Project.

(rrr) “**Refunding Bonds**” means any Bonds issued by the District under and in accordance with the Bond Indenture to refund the Series 2020 Bonds or any other Bonds then outstanding under the Bond Indenture.

(sss) “**Remaining Term**” means, as of any date, the period commencing on such date and ending on the last day of the last Delivery Month under the Prepaid Gas Agreement.

(ttt) “**Remarketing Election**” is defined in Section 5.3(a).

(uuu) “**Remarketing Election Deadline**” means the last date and time by which Gas Purchaser may provide a Remarketing Election Notice, which shall be 4:00 p.m. Central Prevailing Time on the tenth (10th) day of the Month (or, if such day is not a Business Day, the

next succeeding Business Day) prior to the first Delivery Month of a Reset Period with respect to which a Remarketing Event has occurred.

(vvv) “*Remarketing Election Notice*” is defined in Section 5.3(b).

(www) “*Remarketing Event*” is defined in Section 5.3(a).

(xxx) “*Re-Pricing Agreement*” means the Re-Pricing Agreement, dated as of _____, 2020, by and between TD Bank and the District, as amended or supplemented from time to time in accordance with its terms.

(yyy) “*Re-Pricing Date*” has the meaning set forth in the Re-Pricing Agreement.

(zzz) “*Reset Period*” means each five-year period (or such longer or shorter period as determined pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Discount Period or the prior Reset Period, as the case may be, and ending on the fifth (5th) anniversary (or such later or earlier anniversary, as the case may be) of such last day; *provided* that the final Reset Period shall be the period from the last day of the prior Reset Period to the end of the Delivery Period.

(aaaa) “*TD Bank*” is defined in the Recitals.

(bbbb) “*Transporter*” means any or all Gas gathering or pipeline companies transporting Gas for the District or Gas Purchaser upstream or downstream, respectively, of the Delivery Point.

(cccc) “*Trustee*” means the Trustee under the Bond Indenture, which initially shall be The Bank of New York Mellon Trust Company, N.A., and its successors as trustee under the Bond Indenture. References herein to the Trustee include The Bank of New York Mellon Trust Company, N.A., in its capacity as the custodian of the Custodial Account.

(dddd) “*YCF*” is defined in the Recitals.

(eeee) “*Year*” means a period of 12 consecutive Months beginning at the beginning of the first day of _____ each year and ending immediately prior to the beginning of the first day of _____ in the next calendar year.

ARTICLE II

SERVICE OBLIGATIONS

2.1. Gas Supply Service. The District acknowledges and agrees that Gas Purchaser has a desire to acquire Gas supplies to provide service to Downstream Customer, that such Gas supplies must be priced with reference to deregulated market prices, and that such Gas Supplies must be provided at a discount to market prices to enable Gas Purchaser to ensure that it may provide sales service to Downstream Customer at competitive prices. Gas Purchaser has requested the District to provide deliveries of Gas to it consistent with that objective. Gas Purchaser understands and acknowledges that the District has undertaken the Prepaid Project in part to meet Gas Purchaser’s request and satisfy Gas Purchaser’s objectives, and agrees that the Prepaid Project does so. Beginning [_____ 1, 2020, and continuing through _____, 2050] (the “*Delivery Period*”), unless earlier terminated pursuant to Article V, the District each Gas Day on a Firm basis shall tender for delivery to Gas Purchaser at the Delivery Point, and Gas Purchaser each Gas Day on a Firm basis shall purchase and receive from the District at the Delivery Point, the applicable Daily Contract Quantity of Gas set forth in EXHIBIT B, provided that the Daily Contract Quantity shall be reduced for any Gas Day to the extent that (i) Downstream Customer reduces its obligation to receive Gas on such Gas Day in accordance with Special Condition 1 (Daily Reduction) of the Downstream Supply Contract, and (ii) such reduction is communicated to the District, in which case the quantity of Gas required to be tendered for delivery to Gas Purchaser and taken by Gas Purchaser shall be correspondingly

reduced. The Parties recognize and agree, however, that, in order to achieve a successful remarketing of the Bonds following the Initial Discount Period, the Daily Contract Quantities may be reduced in a Reset Period following the Initial Discount Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement, in which case they shall be reduced. The Parties agree further that if, pursuant to the Re-Pricing Agreement, the District and the Calculation Agent determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period because no unamortized gas value will remain following such Reset Period; and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) the District will notify Gas Purchaser, (B) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (C) the Daily Contract Quantities for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

2.2. Nature of the Prepaid Project. Gas Purchaser acknowledges and agrees that the District will meet its obligations to provide Gas supplies to Gas Purchaser under this Agreement through its purchase of long-term Gas supplies from the Prepaid Project and that the District is financing its purchase of such long-term supplies through the issuance of the Bonds. Gas Purchaser acknowledges and agrees that (a) it pledges its right, title, and interest in the Downstream Supply Contract and the Downstream Customer Payments to secure its obligations to the District hereunder, (b) the Downstream Customer Payments shall be paid directly into the Custodial Account and applied strictly in accordance with the Custodial Agreement, and (c) its payment obligations hereunder shall be limited to the amounts paid under the Downstream Supply Contract.

ARTICLE III

RECEIPT AND DELIVERY POINTS

3.1. Delivery Point. All Gas delivered under this Agreement shall be delivered and received at the point of delivery specified in EXHIBIT A (the "*Primary Delivery Point*") or to any other point of delivery (each an "*Alternate Delivery Point*") that has been mutually agreed to in writing by the District and Gas Purchaser (each Primary Delivery Point or Alternate Delivery Point, if specified, being a "*Delivery Point*").

3.2. Transfer of Title. Gas Purchaser shall take title to all Gas delivered to it by the District at the Delivery Point and shall own such Gas prior to its redelivery to Downstream Customer. For the avoidance of doubt, title shall transfer at the inlet side of the meter at the Delivery Point and Gas Purchaser shall have title until further transfer of title to Downstream Customer at the Delivery Point, which is the point of sale under the Downstream Supply Contract.

ARTICLE IV

PRICING OF GAS SUPPLY SERVICES

4.1. Charge Per MMBtu Delivered. For each MMBtu of Gas delivered by the District to Gas Purchaser at the Delivery Point and taken by Downstream Customer at the Delivery Point, Gas Purchaser shall pay the District the Contract Price for such Gas, which shall be the applicable Index Price, as defined in Section 4.2, less the Monthly Discount. Gas Purchaser shall only be charged by the District for Gas actually sold and delivered to Downstream Customer. Notwithstanding the foregoing, the Parties recognize and agree that the pricing specified in Section 5.2 shall apply to any Gas deliveries made by the District following a Failed Remarketing under the Prepaid Gas Agreement.

4.2. Index Price. The Index Price for any Gas Day shall mean the price per MMBtu, stated in U.S. dollars, as published in the first issue for the Month (including corrections thereto in later issues) in which the event occurred that required calculation of the Index Price, of Inside FERC's Gas Market Report, a publication of S&P Global Platts, a division of S&P Global Inc., in the section "*Monthly Bidweek Spot Gas Prices – Platts Locations (\$/MMBtu)*", under the heading "*Louisiana/Southeast*", and the line "*Transco Zone 3*", under the column "*Index*" (including corrections thereto in later issues) for the day of delivery. If *Gas Daily* should cease to publish such daily index prices or should cease to be published entirely, the Index Price shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at the Delivery Point on the applicable Gas Day as set forth in an alternative index as determined under Section 18.11 of the Prepaid Gas Agreement. The District shall provide Gas Purchaser the opportunity to provide its recommendations and other input to the District for the District's use in the process described in Section 18.11 of the Prepaid Gas Agreement.

4.3. Project Administration Fee. During the Initial Discount Period, the District shall be paid a Project Administration Fee equal to five cents (\$0.05) per MMBtu for all Gas delivered under this Agreement for its services in connection with undertaking, implementing and continuing the Prepaid Project. For any Reset Period in which the Available Discount is less than 30 cents per MMBtu, the Parties shall agree to a reduction in the Project Administration Fee to a fee of not less than three cents (\$0.03) per MMBtu. In all cases, the Project Administration Fee shall be paid to the District by the Trustee on behalf of Gas Purchaser from amounts on hand in the Custodial Account held by the Trustee as described in Sections 4.5 and 11.1(a).

4.4. Remarketing. If Gas Purchaser does not require all or any portion of the Daily Contract Quantity for any Gas Day as a result of a lack of requirements for Gas at the Plant by Downstream Customer, the District shall remarket such Gas or shall arrange for the remarketing of such Gas by TD Bank under the terms of the Prepaid Gas Agreement. Gas Purchaser shall not be charged by the District for any such Gas. The provisions of this Section 4.4 shall apply irrespective of whether the requirements for reduction of the Daily Contract Quantity under clauses (i) and (ii) of Section 2.1 are met.

4.5. Annual Rebates and Annual Refunds. (a) In addition to the Monthly Discount and the Annual Refund described below, the District shall provide an annual rebate to Gas Purchaser from the amounts remaining on deposit in the Custodial Account at the end of each Year (the "Annual Rebate"). The amount of the Annual Rebate for each Year shall be equal to the amount on deposit in the Custodial Account as of the last day of such Year following the payments and transfers from such account required to be made pursuant to Section [] of the Custodial Agreement. The parties hereto acknowledge and agree that the Custodial Agreement shall control and carry out the administering of Downstream Customer Payments and the collection and use of Downstream Customer Payments for the purposes of this Section 4.5, and that no payment to Gas Purchaser of the Annual Rebate shall be made for any Year unless and until all payments and transfers required to be made from the Custodial Account for such Year have been made.

(b) In addition to the Monthly Discount applicable to deliveries of the Daily Contract Quantity to Gas Purchaser under this Agreement and the Annual Rebates, the District shall provide such Annual Refund to Gas Purchaser as is available for distribution by the District pursuant to Section 5.11(b) of the Bond Indenture. Such Annual Refund shall be paid by the

District to Gas Purchaser as soon as practicable following the release of funds for such purpose to the District under the terms of the Bond Indenture. In determining the amount of such Annual Refund to be paid to Gas Purchaser, the District may reserve such funds as may be required under the terms of the Bond Indenture, including but not limited to amounts required to fund or maintain the Minimum Discount for any future Reset Period, or for other costs of the Prepaid Project. All such refunds shall be made to Gas Purchaser in an amount reflecting the appropriate allocation of such refunds. On the date of this Agreement, the projected Annual Refund to Gas Purchaser for the Initial Discount Period, following payment of the Project Administration Fee, is __ cents (\$0.__) per MMBtu of the Daily Contract Quantity times the number of days in the applicable period.

ARTICLE V

TERM

5.1. Primary Term. This Agreement shall be effective as of the date first set forth above and shall be implemented as appropriate to effectuate purchases and sales of Gas commencing on the first day of the Delivery Period. Unless earlier terminated in accordance with Section 5.2, this Agreement thereafter shall remain in full force and effect for a primary term ending on the Maturity Date of the Bonds, subject to all winding up arrangements as described in Section 5.4.

5.2. Early Termination Before End of Primary Term. Notwithstanding Section 5.1, the Parties acknowledge and agree that (i) in the event the Prepaid Gas Agreement terminates prior to the end of the primary term of this Agreement, this Agreement shall terminate on the date of early termination of the Prepaid Gas Agreement (subject to all winding up arrangements); and (ii) the District's obligation to deliver Gas under this Agreement shall terminate upon the

termination of deliveries of Gas to the District under the Prepaid Gas Agreement or deliveries by the District to Downstream Purchaser under the Downstream Supply Contract, as applicable. In addition, Gas Purchaser acknowledges and agrees that this Agreement may terminate early as a result of a default by Gas Purchaser under Article XIV. The District shall provide notice to Gas Purchaser of any early termination date. In addition, the Parties recognize and agree that, in the event the Prepaid Gas Agreement terminates because of a Failed Remarketing of the Bonds that occurs in the first Month of a Reset Period, the District shall deliver Gas under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, the Contract Price for all Gas deliveries made by the District during such first Month shall be the applicable Index Price identified for deliveries in Section 4.2 with no Monthly Discount, and there shall be no Annual Refunds associated with such deliveries. For the avoidance of doubt, the price for Gas sold by Gas Purchaser to Downstream Customer under the Downstream Supply Contract under such circumstances shall also be the Index Price.

5.3. Remarketing Election; Termination of Deliveries.

(a) Remarketing Event. For each Reset Period, the District shall provide to Gas Purchaser, at least fifteen (15) days prior to the applicable Remarketing Election Deadline (without regard to any extension thereof as provided for in Section 5.3(b)), written notice setting forth the duration of such Reset Period and the estimated Available Discount for such Reset Period. The Available Discount will be finally determined as set forth in Section 5.3(d). In each Reset Period, the Available Discount shall equal the discount, as determined in accordance with the Re-Pricing Agreement (which shall include both the projected Monthly Discount, the project Annual Rebate, and the projected Annual Refund available for such Reset Period). In the event the estimated Available Discount for a Reset Period is not at least equal to the Minimum

Discount for that Reset Period (a “*Remarketing Event*”), such notice shall also state (i) that a Remarketing Event has occurred, (ii) the applicable Remarketing Election Deadline, and (iii) that Gas Purchaser, and each other Municipal Utility Participant, may (A) continue to purchase and receive its Daily Contract Quantity for each Gas Day of each Delivery Month during such Reset Period at a Contract Price that reflects the Monthly Discount portion of the Available Discount (as finally determined as hereinafter described), or (B) elect that such Daily Contract Quantity be remarketed for the Remaining Term (a “*Remarketing Election*”) by providing a Remarketing Election Notice prior to the Remarketing Election Deadline. The Parties acknowledge that the determination of the Available Discount for a Reset Period under the Re-Pricing Agreement will occur through an iterative, on-going process and that the District may provide preliminary communications concerning the estimated Available Discount for a Reset Period. The Parties acknowledge further that if such preliminary communications indicate that then-current market conditions do not support a discount at least equal to the Minimum Discount, such preliminary communications shall not give rise to a right for Gas Purchaser to provide a Remarketing Election Notice.

(b) Remarketing Election. If Gas Purchaser elects to have its Daily Contract Quantity remarketed for the Remaining Term following the occurrence of a Remarketing Event, Gas Purchaser must provide written notice of such Remarketing Election to the District, TD Bank and the Trustee (its “*Remarketing Election Notice*”) not later than the applicable Remarketing Election Deadline. A Remarketing Election Notice shall be in substantially the form attached to this Agreement as EXHIBIT G. In the event Gas Purchaser provides a Remarketing Election Notice on or prior to the applicable Remarketing Election Deadline, the Delivery Period shall terminate as of the end of the last Gas Day of the last Delivery Month of the Reset Period then in

effect, and this Agreement shall terminate as of the last day of such Reset Period (subject only to the winding up arrangements described in Section 5.4).

(c) Extension of Remarketing Election Deadline. If a Remarketing Event has occurred and Gas Purchaser has not made a Remarketing Election, but one or more of the other Municipal Utilities has made a Remarketing Election, the estimated Available Discount may be required to be recalculated pursuant to the Re-Pricing Agreement. In such case the District shall provide such new estimated Available Discount to Gas Purchaser promptly in writing, and the Remarketing Election Deadline shall be extended to the third Business Day following the date of such notice.

(d) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Discount Period will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Gas Purchaser prior to the applicable Remarketing Election Deadline. Accordingly, the Parties agree that:

(i) the Available Discount for any Reset Period will not be less than the Minimum Discount applicable to such Reset Period, unless (A) the District has provided notice of such Remarketing Event to Gas Purchaser in accordance with Section 5.3(a) and (B) Gas Purchaser has not provided a Remarketing Election Notice prior to the applicable Remarketing Election Deadline; and

(ii) if Gas Purchaser has not provided a Remarketing Election Notice prior to the applicable Remarketing Election Deadline, Gas Purchaser shall be deemed to have elected to continue to purchase and receive its Daily Contract Quantity at a Contract Price that reflects the Monthly Discount portion of the

Available Discount as finally determined on the applicable Re-Pricing Date, plus the right to Annual Rebate and Annual Refunds, and all delivery and purchase obligations under this Agreement shall continue in full force and effect for the applicable Reset Period.

5.4 Winding Up Arrangements. The termination of this Agreement shall not relieve either Party of any obligation to pay amounts due under this Agreement for periods prior to the termination date, or to effectuate all winding up arrangements, or to take any other actions as may be necessary to effectuate all of the terms of this Agreement. For the avoidance of doubt, Gas Purchaser shall not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements.

ARTICLE VI

FAILURE TO PERFORM

6.1. Cost of Replacement Gas. Except in cases of Force Majeure, for each MMBtu that the District is obligated to deliver to Gas Purchaser under this Agreement but fails to deliver, the District shall pay to Gas Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under Article IV and any higher cost per MMBtu which Gas Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price, or to the extent Gas Purchaser paid cover costs to Downstream Customer in respect of such Gas that is replaced by Downstream Customer, such cover costs paid to Downstream Customer. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from

storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas. To the extent neither Gas Purchaser nor Downstream Customer purchases replacement Gas for such Gas that the District failed to deliver, the District shall pay to Gas Purchaser for each such MMBtu of Gas an amount, if any, by which the (i) Daily Index on the applicable Gas Day exceeds (ii) the Index Price minus the Monthly Discount per MMBtu.

6.2. Obligation to Take the Daily Quantity. Subject to the operation of Section 4.4 governing a lack of requirements for Gas at the Plant by Downstream Customer, if on any Gas Day the District tenders the Daily Contract Quantity for delivery to Gas Purchaser and Gas Purchaser fails to take the Daily Contract Quantity due to a failure to take by Downstream Customer, notwithstanding that Downstream Customer has requirements for such quantity of Gas and is therefore obligated to purchase that quantity from Gas Purchaser, Gas Purchaser shall remain obligated to pay the District the Contract Price for the Daily Contract Quantity, under the procedures described in Article 11. Gas Purchaser's obligation to pay for such Gas shall be limited to amounts paid by Downstream Customer under the Downstream Supply Contract and amounts on deposit in the Custodial Account held by the Trustee under Section 11.1(b). The District shall credit to Gas Purchaser's account the net revenues the District receives from TD Bank under the Prepaid Gas Agreement in connection with the sale of any such Gas by TD Bank to other Municipal Utilities or other purchasers, up to the Contract Price, less the District's remarketing administrative charge of three cents (\$0.03) per MMBtu. In the event Downstream Customer lacks requirements for the Daily Contract Quantity at the Plant on any Gas Day, Gas Purchaser shall not be charged for any such quantities, and TD Bank and the District shall

remarket such quantities under the procedures set forth in the Prepaid Gas Agreement. In the event of permanent loss of requirements by Gas Purchaser due to the permanent cessation of all or part of Downstream Customer's operations at the Plant, Gas Purchaser may provide notice of such cessation and the District shall authorize and implement the permanent reduction of Gas Purchaser's Daily Contract Quantity for the remaining term of this Agreement. If such loss of demand is permanent, this Agreement shall terminate effective upon the termination of deliveries by Gas Purchaser to Downstream Customer under the Downstream Supply Contract.

6.3. No Consequential or Special Damages. Neither Party shall be liable for consequential, incidental, special, or punitive damages or losses which may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Agreement.

6.4. Imbalances. The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If the District or Gas Purchaser receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Gas Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at the Delivery Point, then Gas Purchaser shall pay for such Imbalance Charges or reimburse the District for such Imbalance Charges paid by the District. (For the avoidance of doubt, such charges shall be the responsibility of the LMGA under the LMGA Management Agreement, as part of the responsibilities of the LMGA for which it is paid the LMGA Management Fee). If the Imbalance Charges were incurred as a result of the District's deliveries of quantities of Gas greater than or less than the Daily Contract Quantity at the Delivery Point, then the District shall pay for such Imbalance

Charges or reimburse Gas Purchaser for such Imbalance Charges paid by Gas Purchaser. Notwithstanding the provisions of Sections 6.1 and 6.2, the Parties may mutually agree to make up in kind any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day.

ARTICLE VII

RESPONSIBILITY FOR TRANSPORTATION

As between the Parties, the District shall make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Point. As between the Parties, Gas Purchaser shall take all actions and be responsible for making all arrangements required to effect the delivery of the Daily Contract Quantity to Downstream Customer at the Delivery Point, including but not limited to any nominations, scheduling, balancing, and associated management and administrative functions that may be required. The Parties recognize and acknowledge that Gas Purchaser and the District shall enter into the LMGA Management Agreement with LMGA under which LMGA shall be responsible for handling all scheduling, balancing and other responsibilities of Gas Purchaser under this Agreement and the Downstream Supply Contract and shall be responsible for all costs associated with such activities and functions. Moreover, the Parties agree that the Communications Protocol included as EXHIBIT I of this Agreement sets forth the procedures for ensuring that scheduling and other communications are properly handled and that the appropriate parties responsible for the delivery and receipt of Gas in the supply chain are properly designated. As between the Parties, the District shall bear any costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery Point, except as provided in this Agreement. As between the Parties, Gas Purchaser shall bear any costs of transportation after the Delivery Point. For the

avoidance of doubt, the Parties recognize that the responsibility for transportation and all costs associated with it are the responsibility of Downstream Customer under the Downstream Supply Contract, and consequently Gas Purchaser will be responsible for no costs associated with transportation.

ARTICLE VIII

DELIVERY REQUIREMENTS

8.1. Specifications. All Gas delivered under this Agreement shall be merchantable and shall, upon delivery, conform to the quality specifications and heating value specified in the applicable Transporter's FERC Gas Tariff.

8.2. Pressure. All Gas sold by the District to Gas Purchaser under this Agreement shall be delivered to Gas Purchaser at the pressure maintained at the Delivery Point.

8.3. Measurement. Gas sold under this Agreement shall be measured through the existing measurement facilities at the Delivery Point. The unit of volume for measurement of Gas delivered under this Agreement shall be one Mcf or otherwise as consistent with the measurement of the Gas at the Delivery Point. The sales unit of the Gas shall be one MMBtu, established by converting Mcf's measured at the Delivery Point to MMBtu's according to the Btu content determined on a dry basis at the Delivery Point. With respect to any measurement of Gas delivered or received under this Agreement at the Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point shall be conclusive.

ARTICLE IX

TITLE AND RISK OF LOSS

The District warrants the title to all Gas sold to Gas Purchaser under this Agreement. Transfer of custody and title to Gas sold under this Agreement shall pass to and vest in Gas Purchaser at the Delivery Point prior to its redelivery to Downstream Customer at the Delivery Point. As between the Parties, the District shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement prior to the time of delivery to Gas Purchaser at the Delivery Point, and Gas Purchaser shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement at and after the Delivery Point.

ARTICLE X

ROYALTIES AND TAXES

10.1. Royalties and Other Charges. The District shall pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Agreement prior to its delivery to Gas Purchaser at the Delivery Point.

10.2. Taxes. The price for Gas sold to Gas Purchaser under this Agreement is inclusive of all production, severance, *ad valorem*, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Gas Purchaser at the Delivery Point, and all such taxes shall be borne and paid exclusively by the District; provided, however, that if Gas Purchaser is required by applicable law to remit such taxes to the collecting authority, Gas Purchaser shall do so and the District shall credit an amount equal to the taxes so paid against payments otherwise due to the District under this Agreement. The price for Gas sold to Gas Purchaser under this Agreement does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, *ad valorem*, franchise, or similar

taxes imposed by any taxing authority on the sale to, or use by, Gas Purchaser of Gas sold under this Agreement. Gas Purchaser shall be responsible for the payment of any such taxes and for completing and filing any required forms.

ARTICLE XI

BILLING AND PAYMENT

11.1. Timing. Not later than ten days following the end of the Month of delivery, the District shall provide a Monthly billing statement to Gas Purchaser of the amount due for Gas delivered under this Agreement. Such billing statement shall be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address, e-mail or facsimile number set forth for Gas Purchaser in Article XVIII. The due date for payment by Gas Purchaser to the District shall be the 23rd day of the Month following the Month of delivery. Such due date shall be applicable without regard to the date or source of a billing statement to Gas Purchaser. If the 23rd day of the Month is not a Business Day, payment is due on the immediately preceding Business Day. Gas Purchaser will cause all payments due from Downstream Customer under the Downstream Supply Contract (the “*Downstream Customer Payments*”) to be deposited directly into a custodial account held by the Trustee in its role as custodian under an applicable Custodial Agreement, as specified by the Trustee from time to time (the “*Custodial Account*”). Such Downstream Customer Payments will be credited against amounts due from Gas Purchaser under this Agreement, which shall consist of the amounts owed for Gas delivered to and taken by Downstream Customer under the Downstream Supply Contract. Any amount remaining in the Custodial Account at the end of each Year following all required payments and transfers from the Custodial Account for such Year will be paid to Gas Purchaser as an Annual Rebate for such Year as described in Section 4.5(a).

11.2. Late Payment. In the event Gas Purchaser fails to pay an amount when due under this Agreement as the result of a failure to pay by Downstream Customer under the Downstream Supply Contract, interest thereon shall accrue at a rate of interest per annum equal to the Prime

Rate plus two percent from the due date until paid by Downstream Customer under the Downstream Contract and when and if paid shall be deposited into the Custodial Account and credited against the amounts owed by Gas Purchaser hereunder. If Gas Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Gas Purchaser, within the time provided for payment, shall notify the District of the existence of and basis for such dispute and shall pay all amounts billed by the District, including any amounts in dispute. If it is ultimately determined that Gas Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, the District shall pay Gas Purchaser that amount plus interest as calculated in accordance with this Section 11.2. The payments under this Section 11.2 are late payment charges which result from failure of Downstream Customer to pay amounts necessary to provide for timely payment of amounts under this Agreement. Such late payment fees shall only apply to past due amounts described under this Section 11.2 and shall be payable by Gas Purchaser solely from amounts provided by Downstream Customer.

11.3. Audit Rights. Each Party shall have the right, including on the District's part pursuant to a request by TD Bank under the Prepaid Gas Agreement, at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Agreement. Any inaccuracy shall be corrected promptly when discovered; provided, however, that neither Party shall be required to maintain books, records, measurement data, charts, or telemetry data for a

period of more than ten calendar years following the end of the calendar year to which they are applicable.

11.4. Covenants and Agreements of Gas Purchaser.

(a) Gas Purchaser agrees to make all payments it is required to make under this Agreement solely from the revenues of its Gas system limited to Downstream Customer Payments on deposit in the Custodial Account. Gas Purchaser shall have no obligation to make the payments required hereunder from any other source, including other revenues of its municipal Gas system. All payments made by Gas Purchaser under this Agreement are a first charge against such revenues, as an operating expense of its Gas system and a cost of purchased Gas.

(b) Gas Purchaser hereby covenants and agrees that it will establish, maintain, and collect rates and charges for the Gas furnished to Downstream Customer through the Downstream Supply Contract so as to provide revenues sufficient to enable Gas Purchaser to pay to the District all amounts payable under this Agreement.

(c) Gas Purchaser hereby covenants and agrees that it will not amend, supplement or otherwise modify the Downstream Supply Contract or consent to any assignment of the Downstream Supply Contract by Downstream Customer without the prior written consent of the District.

(d) Gas Purchaser covenants and agrees that it will enforce its rights under the Downstream Supply Contract including Gas Purchaser's right to payment.

(e) Gas Purchaser acknowledges that the District will be a party to the Funding Agreement, which requires that the Funding Provider advance funds to cure certain deficiencies in the funds and accounts created under the Bond Indenture, and that to secure the

repayment of an Advance (as defined herein), the District has pledged and assigned to the Funding Provider under the Pledge and Security Agreement all of its rights, interests and privileges under this Agreement, including the rights, interests and privileges under the Downstream Customer Contract and the Downstream Customer Payments pledged and assigned to the District by Gas Purchaser under this Agreement.

(f) Gas Purchaser further covenants and agrees that in any future bond issue undertaken by Gas Purchaser, or in connection with any other financing or financial transaction, Gas Purchaser shall provide that the amounts payable by it under this Agreement constitute a cost of purchased Gas and an operating expense of its Gas system payable, together with all other operating expenses, from a first charge on the revenues of its Gas system received under the Downstream Supply Contract and shall not pledge or encumber such revenues through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Agreement.

(g) Gas Purchaser further covenants that it shall not take any action to institute an Event of Insolvency with respect to Gas Purchaser.

(h) Gas Purchaser further covenants that in the event the Downstream Supply Contract is (i) terminated for any reason during the term of this Agreement; or (ii) otherwise is not extended or replaced at the start of a new Reset Period during the term of this Agreement, Gas Purchaser will not purchase prepaid gas for sale to Downstream Customer under any gas prepayment transaction other than the Prepaid Project.

11.5. Pledge of Downstream Supply Contract and Downstream Customer Payments. In order to secure the full and prompt payment and performance of its obligations to the District under this Agreement, Gas Purchaser hereby pledges, assigns and grants a security interest to

the District in (a) all of the rights, title and interest of Gas Purchaser under, and all claims of Gas Purchaser arising against the Downstream Customer under or with respect to the Downstream Supply Contract, including the Downstream Customer Payments and any late fees, interest and costs payable by the Downstream Customer, and (b) all of the rights, title and interest of the Gas Purchaser in and to the Custodial Account, including all such rights, title and interest of the Pledgor with respect thereto arising under the Custodial Agreement (collectively, the "*Gas Purchaser Collateral*"). Gas Purchaser acknowledges and agrees that the District has pledged and assigned all of its right, title, and interest in the Gas Purchaser Collateral to the Funding Provider pursuant to the Pledge and Security Agreement to secure the repayment of an Advance. Such pledge and assignment includes all rights of enforcement of the security interest granted in the Gas Purchaser Collateral as are available under the Uniform Commercial Code as in effect from time to time in the State of Louisiana (the "*UCC*") and other applicable law. For purposes of this Section 11.5, this Agreement is intended to constitute a "security agreement" with respect to the Gas Purchaser Collateral within the meaning of the UCC. Gas Purchaser agrees to take such actions on its part as may be requested by the District to evidence, preserve, protect, and perfect the security interest in the Gas Purchaser Collateral granted hereunder or under the Pledge and Security Agreement, agrees that it will not sell, assign or otherwise dispose of, or grant any option with respect to, any of the Gas Purchaser Collateral, or create or suffer to exist any Collateral except the security interest upon or with respect to any of the Gas Purchaser Collateral for the pledge, assignment and security interest created under this Agreement, the Pledge and Security Agreement and the Bond Indenture.

11.6. Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, the District may demand, and Gas Purchaser shall provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an Event of Insolvency with respect to Gas Purchaser or Downstream Customer, or the downgrading of Gas Purchaser's or Downstream Customer's credit rating, if any, by Moody's Investors Service or Fitch Ratings to a level below investment grade, and/or such facts and circumstances as would constitute reasonable grounds for insecurity under Alabama Code Section 7-2-609. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by the District, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Gas Purchaser fails to provide such adequate assurance as demanded, the District shall have the right to suspend further deliveries of Gas to Gas Purchaser under this Agreement on three days written notice and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that the District shall not be obligated to restore such deliveries notwithstanding the satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which TD Bank has remarketed the Gas on behalf of the District pursuant to the Prepaid Gas Agreement. Gas Purchaser acknowledges and agrees that any circumstances that provide Gas Purchaser the right to demand adequate assurance under the Downstream Supply Contract will be deemed to provide the District the right to demand equivalent adequate assurance under this Agreement, notwithstanding the creditworthiness of Gas Purchaser.

11.7. No Set-Off Payment for all amounts due from Gas Purchaser or from the District under this Agreement shall be made without set-off or counterclaim of any kind.

ARTICLE XII

LAWS AND REGULATIONS

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Gas Purchaser's or the District's respective governing body may affect that Party's obligations and rights under this Agreement.

ARTICLE XIII

FORCE MAJEURE

13.1. Suspension of Obligations. Except with regard to a Party's obligation to make payments due under this Agreement, neither Party shall be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2.

13.2. Force Majeure Defined. The term "*Force Majeure*" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "*Force Majeure*" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosions, or breakage of or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire applicable geographic region, such as low temperatures which cause freezing or failure of wells or lines of

pipe; (iii) interruption and/or curtailment of transportation and/or storage by an applicable Transporter (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) 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 Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by TD Bank under the Prepaid Gas Agreement. The District and Gas Purchaser shall make Commercially Reasonable Efforts to avoid the adverse impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3. Force Majeure Exclusions. Neither Party shall be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, the District's ability to sell Gas at a higher or more advantageous price, Gas Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement. Gas Purchaser shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by an action taken by Gas Purchaser in its governmental capacity to negate its obligations under this Agreement. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

13.4. Settlement of Labor Disputes. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

13.5. Force Majeure Procedure. The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

ARTICLE XIV

DEFAULT; TERMINATION

14.1. Failure by Gas Purchaser to Make Payments Due. Failure by Gas Purchaser to make to the District when due any of the payments for which provision is made in this Agreement shall constitute a default on the part of Gas Purchaser. For the avoidance of doubt, the District recognizes and acknowledges that all of the Gas sold to Gas Purchaser shall be sold by Gas Purchaser to Downstream Customer to meet Downstream Customer's requirements for Gas at the Plant, and that Gas Purchaser's payment obligations under this Agreement shall be satisfied by Downstream Customer's payment of the amounts it owes to Gas Purchaser under the Downstream Supply Contract directly into the Custodial Account, which payments shall satisfy Gas Purchaser's obligations under this Agreement.

14.2. Enforcement and Right to Discontinue Service. In the event of any default under Section 14.1, the District shall have the right to enforce all remedies available against Downstream Customer under the Downstream Supply Contract, and the District in its sole discretion may, upon three days written notice to Gas Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Gas Purchaser at the Delivery Point under this Agreement. In the event the District takes all or any of the actions authorized by this Section 14.2, Gas Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement, subject to the limitations set forth in Section 14.1; provided, however, that Gas Purchaser shall no longer be responsible for making any payments for Gas not delivered or for paying the Project Administration Fee. Both the District and the Funding Provider shall be third-party beneficiaries of the Downstream Supply Contract and shall have the right to take all actions necessary to enforce the Downstream Supply Contract and collect the amounts payable by Downstream Customer thereunder. As described in Section 14.1, Gas Purchaser's payment obligations under this Agreement are satisfied by the payment by Downstream Customer into the Custodial Account of the amounts owed by Downstream Customer to Gas Purchaser under the Downstream Supply Contract.

14.3. Reinstatement of Service. If the District exercises its right to discontinue providing Gas deliveries to Gas Purchaser under Section 14.2, such Gas deliveries may only be reinstated, at a time to be determined by the District, upon (i) payment in full by Downstream Customer of all amounts then due and payable under the Downstream Supply Contract and (ii) payment in advance by Downstream Customer at the beginning of each Month of amounts estimated by the District to be due for the future delivery of Gas under the Downstream Supply

Contract for such Month. The District may continue to require payment in advance after the reinstatement of service under this Agreement for such period of time as the District in its sole discretion may determine is appropriate.

14.4. Other Default by Gas Purchaser. In the event of a failure by Gas Purchaser to take from the District the Gas supplies for sale to the Downstream Customer under the Downstream Supply Contract in accordance with the provisions of this Agreement, or in the event of any default by Gas Purchaser under any other covenant, agreement, or obligation in this Agreement, the District (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to the District to enforce any covenant, agreement, or obligation of Gas Purchaser in this Agreement. In addition to the foregoing remedies (and without limiting any other provisions of this Agreement), if Gas Purchaser fails to accept from the District any of the Daily Contract Quantity tendered for delivery under this Agreement that Gas Purchaser is obligated to take, the District shall have the right to arrange for the sale of such Gas to third parties under the provisions of the Prepaid Gas Agreement.

14.5. Default by the District. In the event of a default by the District under any covenant, agreement, or obligation in this Agreement, Gas Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Gas Purchaser to enforce any covenant, agreement, or obligation in this Agreement against the District.

14.6. Arbitration and Mediation. Notwithstanding any other provision of this Agreement to the contrary, the Parties by mutual agreement may agree to mediate or arbitrate any dispute that arises under this Agreement.

14.7. Third Party Beneficiaries. Except as provided in this Section 14.7, it is specifically agreed that there are no third-party beneficiaries of this Agreement and that this Agreement shall not impart any rights enforceable by any Person not a party to this Agreement. Gas Purchaser acknowledges and agrees that (a) the District will pledge and assign its rights, title and interest in this Agreement and the amounts payable by Gas Purchaser under this Agreement to secure the District's obligations under the Bond Indenture, (b) the Trustee shall be a third party beneficiary of this Agreement with the right to enforce Gas Purchaser's obligations under this Agreement, (c) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of the District under this Agreement, and (d) in the event of a default in payment by Gas Purchaser under this Agreement and an Advance in respect of such payment default, the rights, title and interest of the District in and to the related account receivable owed by Gas Purchaser under this Agreement and by Downstream Customer to Gas Purchaser under the Downstream Supply Contract have been pledged and assigned to the Funding Provider to secure the repayment of such Advance, and the Funding Provider shall thereafter have all rights of collection with respect to such receivables and the right to sell such receivables to one or more third parties, and (e) in the event such Advance is not made or not made in the full amount of such payment default, the Commodity Swap Counterparty shall have the right to pursue collection of such receivables to the extent of any non-payment by the District under the Commodity Swap that was caused by Downstream Customer's payment default under the Downstream Supply Contract. The exercise of any and all of the foregoing rights and

interests of the District, the Trustee, the Funding Provider and the Commodity Swap Counterparty are subject to the terms of the Intercreditor Agreement. For the avoidance of doubt, Gas Purchaser shall have no obligation to pay amounts not paid by Downstream Customer, and except for the Gas Purchaser Collateral, no recourse against Gas Purchaser for such amounts may be had by any party.

14.8. Downstream Supply Contract. Gas Purchaser agrees that it will not exercise any right to terminate or suspend deliveries under the Downstream Supply Contract without the written consent of the District, and Gas Purchaser further agrees that it will exercise such rights if directed in writing to do so by the District. Gas Purchaser agrees that it will promptly notify the District of any circumstance that gives rise to either Gas Purchaser's or Downstream Customer's right to terminate or suspend performance under the Downstream Supply Contract. If and to the extent that the Downstream Supply Contract is terminated or performance under it is suspended by either party thereto, the District shall have the right terminate this Agreement or suspend performance hereunder, as applicable, upon notice to Gas Purchaser. Separate and apart from the LMGA Management Agreement, Gas Purchaser hereby agrees that the District may issue notices and take other actions that Gas Purchaser is required or permitted to take under the Downstream Supply Contract in order to fully effectuate the fact that all of the Gas sold by the District to Gas Purchaser under this Agreement will be sold by Gas Purchaser under the Downstream Supply Contract. Pursuant to the provisions of the Bond Indenture, the District may appoint the Trustee as its agent in respect of any of the rights set forth in this Section 14.8 such that the Trustee may exercise its rights and fulfill its responsibilities under the Bond Indenture.

ARTICLE XV

WAIVERS

No waiver by either the District or Gas Purchaser of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

ARTICLE XVI

SUCCESSION AND ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement as set forth in this Article XVII without the prior written consent of the other Party, except that the District may assign its interests under this Agreement as described in Section 14.7. Prior to assigning this Agreement, Gas Purchaser shall deliver to the District (i) written confirmation from each of Moody's Investors Service and Fitch Ratings, provided that such agency has rated the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by Moody's Investors Service or Fitch Ratings, as applicable, to the Bonds; or (ii) written confirmation from each of Moody's Investors Service and Fitch Ratings, provided that such agency has rated the Bonds, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by Moody's Investors Service or Fitch Ratings, as applicable, to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this

Agreement of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XVII

NOTICES

Except as is otherwise specifically provided in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing and delivered in person, by United States mail, or by express courier, or by electronic means followed by such delivery, to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Gas Purchaser under this Agreement shall be made by wire transfer to the account for payments set forth below:

The District:

Correspondence, notices, and billing:

The Black Belt Energy Gas District
P.O. Box 220
2003 College Avenue
Jackson, Alabama 36545
Attention: Kelly Henry
Telephone: (251) 751-8635
Fax: (251) 246-2479
Email: khenry@blackbeltenergy.com

Payments:

By Wire Transfer:

[INSERT TRUSTEE ACCOUNT INFORMATION]

Gas Purchaser:

Notices, Requests, Demands or Statements:

St. James Parish
P.O. Box 106
5800 Highway 44
Convent, Louisiana 70723
Attn: _____
Telephone: () ____ - ____
Email:

Payments:

By Wire Transfer:

Account No.:
ABA No.

Any notice initially delivered orally as may be permitted under this Agreement shall be confirmed in writing, and any notice initially delivered by facsimile transmission, email or other electronic means shall be followed by a hard copy delivered in person or sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means.

ARTICLE XVIII

CHOICE OF LAW

This Agreement is entered into by the District pursuant to the authority contained in the Act. This Agreement shall be interpreted and construed in accordance with the applicable laws of the State of Louisiana, excluding conflicts of law principles which would refer to the laws of another jurisdiction; provided, however, that the authority of the District to enter into this Agreement shall be construed and interpreted in accordance with applicable laws of the State of Alabama.

ARTICLE XIX
MODIFICATIONS

No modifications of the terms and provisions of this Agreement shall be or become effective except pursuant to and upon the due and mutual execution of a supplemental written amendment by the Parties.

ARTICLE XX
COMPUTATIONS

All computations related to prices and indices performed under this Agreement shall be rounded to four decimal places (\$0.0000), except as otherwise provided in this Agreement.

ARTICLE XXI
REPRESENTATIONS AND WARRANTIES

21.1. Representations and Warranties of the District. The District hereby makes the following representations and warranties to Gas Purchaser:

(a) The District is a public corporation, duly organized and validly existing under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by the District of this Agreement have been duly authorized by all necessary action of the District and its governing body and do not and will not require, subsequent to the execution of this Agreement by the District, any consent or approval of the Board of Directors or any officers of the District.

(c) This Agreement is the legal, valid, and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the

exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to the District's knowledge, threatened action or proceeding affecting the District which purports to affect the legality, validity, or enforceability of this Agreement or the Downstream Supply Contract.

(e) The District shall deliver to Gas Purchaser in conjunction with the execution of this Agreement an opinion letter of counsel to the District, in substantially the form set forth in EXHIBIT E.

21.2. Representations and Warranties of Gas Purchaser. Gas Purchaser hereby makes the following representations and warranties to the District:

(a) Gas Purchaser is a political subdivision and body politic and corporate of the State of Louisiana, organized and existing under the laws of the State of Louisiana, and has the power and authority to own its properties, to carry on its business as now being conducted, to execute, deliver, and perform this Agreement and the Downstream Supply Contract and to grant the security interest in the Gas Purchaser Collateral as provided in Section 11.5.

(b) The execution, delivery, and performance by Gas Purchaser of this Agreement and the Downstream Supply Contract, including the grant of the security interest in the Gas Purchaser Collateral, have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of this Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

(c) Each of this Agreement and the Downstream Supply Contract is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except

as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Gas Purchaser's knowledge, threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of this Agreement or the Downstream Supply Contract or the grant of the security interest in the Gas Purchaser Collateral.

(e) Gas Purchaser is the sole legal and beneficial owner of the Gas Purchaser Collateral free and clear of any security interest, claim, option or right of others, except for the security interest created under this Agreement, the Pledge and Security Agreement and the Bond Indenture. Except for any financing statement filed in connection with the foregoing, no effective financing statement or other instrument similar in effect covering all or any part of the Gas Purchaser Collateral or listing the Gas Purchaser as debtor with respect to such Gas Purchaser Collateral is on file in any recording office.

(f) Gas Purchaser shall deliver to the District in conjunction with the execution of this Agreement an opinion letter of counsel to Gas Purchaser in substantially the form set forth in **EXHIBIT F**.

(g) Gas Purchaser shall deliver to the District as a condition precedent to the effectiveness of this Agreement a Federal Tax Certificate in substantially the form set forth in **EXHIBIT D** and a Closing Certificate in substantially the form set forth in **EXHIBIT H**.

ARTICLE XXII

CERTAIN OBLIGATIONS WITH RESPECT TO THE BONDS

22.1. Tax-Exempt Status of Bonds. The Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Gas Purchaser agrees that it will (a) provide such information with respect to its Gas system as may be requested by the District in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as the District may provide from time to time in order to maintain the tax-exempt status of the Bonds. Gas Purchaser agrees that it will provide such additional information, records and certificates as the District may reasonably request to confirm Gas Purchaser's compliance with this Section 23.1. Gas Purchaser agrees that it will only sell the Gas purchased under this Agreement to Downstream Customer for consumption in Downstream Customer's operations at the Plant. Gas Purchaser agrees that its sales to Downstream Customer shall only be made pursuant to a rate schedule and under a requirements contract approved by the District and Bond Counsel.

22.2. Continuing Disclosure. Gas Purchaser agrees to provide to the District: (a) such financial and operating information as may be requested by the District including its most recent audited financial statements for use in the District's offering documents for the Bonds; and (b) annual updates to such information and statements to enable the District to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities and Exchange Commission. Failure by Gas Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle the District or an owner of the Bonds to take such actions and to initiate such proceedings as may be

necessary and appropriate to cause Gas Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

ARTICLE XXIII

EXCHANGES

23.1. General Rule. Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Agreement on a daily or Monthly basis under Section 24.2 or Section 24.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Gas Purchaser of its obligations under this Agreement.

23.2. Description of Exchange Agreement. Gas Purchaser may enter into an exchange agreement with a third party under which Gas Purchaser implements redelivery of the Gas delivered at the Delivery Point ("**Point A**") to a delivery point on another pipeline ("**Point B**"). Under such an exchange agreement, Gas Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Gas Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same or the next succeeding Month. The transaction described in this Section 24.2 is not in itself a "**disqualifying use**" under federal tax law in effect on the date of this Agreement.

23.3. Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 24.2, Gas Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 24.2) for deliveries at Point B (as described in Section 24.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Gas Purchaser would arrange for the delivery of Gas to one party ("**Party I**") at Point

A, and the receipt of Gas from another party (“*Party 2*”) at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange (“*ICE*”), and bring the arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Gas Purchaser would then enter into an exchange agreement with the third party, as described in Section 24.2 above. The transaction described in this Section 24.3 is not in itself a “*disqualifying use*” under federal tax law in effect on the date of this Agreement.

ARTICLE XXIV

INTERPRETATION

24.1. Entirety of Agreement. This Agreement constitutes the entire agreement between the District and Gas Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under the Prepaid Project, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing.

24.2. Headings. The headings used throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or the Agreement as a whole.

24.3. Severability. If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties agree to negotiate promptly an equitable adjustment to the provisions of the Agreement in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

24.4. Limited Liability. The District and Gas Purchaser acknowledge and agree that Gas Purchaser's obligations under this Agreement are limited as expressly described in this Agreement and that the District has no recourse to any other source of payment from Gas Purchaser except as set forth in Section 11.4 of this Agreement. The District and Gas Purchaser acknowledge and agree that Gas Purchaser has no recourse to any source of payment from the District under this Agreement except the Trust Estate as defined in the Bond Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Bond Indenture.

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ARTICLE XXV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

PARISH OF ST. JAMES, STATE OF LOUISIANA

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Title: _____

THE BLACK BELT ENERGY GAS DISTRICT

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Title: _____

EXHIBIT A

PRIMARY DELIVERY POINT

Transco Station 65 Pool

EXHIBIT B

DAILY CONTRACT QUANTITY

17,000 MMBtu per day from October 1, 2020 through September 30, 2024.

25,000 MMBtu per day from October 1, 2024 through September 30, 2049.

EXHIBIT C

AVAILABLE DISCOUNT (MONTHLY, PROJECTED ANNUAL REBATE AND ANNUAL REFUND)

EXHIBIT D

FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Supply Agreement dated as of _____ 1, 2020 (the "**Supply Agreement**"), by and between The Black Belt Energy Gas District (the "**District**") and the Parish of St. James, State of Louisiana (the "**Gas Purchaser**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement (as defined in the Bond Indenture), or in the Bond Indenture.

WHEREAS, Gas Purchaser acknowledges that the District is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS, the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution of 1974, as amended, and other laws of the State of Louisiana.

2. Gas Purchaser will resell all of the Gas acquired from the District under the Supply Agreement pursuant to the Downstream Supply Contract for retail sales to Downstream Customer for consumption at the Plant, which is located in Gas Purchaser's service area under Section 148(b)(4) of the Code as determined by Bond Counsel, with such retail sales being made pursuant to a regularly established and generally applicable tariff and under an authorized requirements contract.

3. The annual average amount during the testing period of Gas purchased (other than for resale) and sold to customers of Gas Purchaser who are located within the service area of Gas Purchaser, as adjusted under the new load adjustment provision of Section 148(b)(4) of the Code, is [] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented

by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) []% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this Paragraph 3, the term "*testing period*" means the five (5) calendar years ending December 31, 2018, and the term "*service area*" means (x) the areas throughout which Gas Purchaser provided transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement solely from funds derived from its Gas distribution operations, specifically the sale of Gas to Downstream Customer to meet its requirements at the Plant. Gas Purchaser expects to use current net revenues of its system to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

_____, 2020

By: _____
[Name]
[Title]

EXHIBIT E

FORM OF OPINION OF COUNSEL TO THE DISTRICT

_____, 2020 [to be dated the date of closing]

Parish of St. James
State of Louisiana

Re: Gas Supply Agreement dated [____], 2020, by and between The Black Belt Energy Gas District and the Parish of St. James, State of Louisiana

Ladies and Gentlemen:

We have acted as counsel to The Black Belt Energy Gas District (the “*District*”) and in that capacity we have acted as counsel in conjunction with the above-captioned Gas Supply Agreement (the “*Agreement*”) between the Parish of St. James, State of Louisiana (the “*Gas Purchaser*”) and the District.

This opinion is being delivered pursuant to Section 22.1 of the Agreement. Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meanings as are ascribed to them in the Agreement.

In rendering this opinion, we have examined a copy of the Agreement and such records and other documents as we have deemed necessary and relevant for the purposes of this opinion. In our examination, we have assumed that Gas Purchaser has the right, power, authority and capacity to enter into the Agreement and that the Agreement has been duly authorized, executed and delivered by Gas Purchaser, and we have assumed the genuineness of all signatures (other than those of officers or representatives of the District), the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as certified or photostatic copies.

As to factual matters, we have relied solely upon the documents described above, the representations and warranties of the District contained in the Agreement, the certificate of incorporation of the District, and various certificates and other documents furnished to us by the District’s officers and its Board of Directors and the correctness of any facts stated in any such documents, without undertaking to verify the same by independent investigation. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters.

Based on such examinations and assumptions, and subject to the qualifications that follow, we are of the opinion, on the date hereof, that:

1. The District is a public corporation of the State of Alabama, duly organized and validly existing under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Agreement.

2. The execution, delivery, and performance by the District of the Agreement have been duly authorized by all necessary corporate action of the District and do not and will not require, subsequent to the execution of the Agreement by the District, any consent or approval of the Board of Directors or any officers of the District.

3. The Agreement is the legal, valid, and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. As of the date of this opinion, there is no pending or, to our knowledge, threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of the District or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Agreement, nor to our knowledge is there any basis therefor.

5. To our knowledge, after due inquiry of representatives of the District and longstanding counsel of the District, the execution and delivery of the Agreement and compliance by the District with the provisions thereof will not conflict with or constitute on the part of the District a material breach of or default under any agreement or instrument to which the District is a party, or violate any existing law, administrative regulation, court order or consent decree to which the District is subject.

Notwithstanding anything to the contrary contained above, the foregoing opinions are expressly made subject to the following exceptions, qualifications, and assumptions:

- (a) We express no opinion with respect to the validity or enforceability of any provisions of the Agreement or any other documents that may be read to require the District to indemnify any party.
- (b) We express no opinion as to the enforceability of provisions of the Agreement waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy or any provision which is qualified by the phrase "*to the extent permitted by law*" or words of similar impact.
- (c) We except from this opinion any provision contained in the Agreement that purports to prevent any party from raising an affirmative defense thereto, such as estoppels, illegality, etc., if such affirmative defense arises or is asserted to have arisen out of any action by any party which has not been brought to our attention, or which purports to prevent any party from raising a claim of fraud.

- (d) We except from this opinion any provision contained in the Agreement that could be construed as waiving service of process or any applicable statute of limitations defense or which establishes any right to specific performance.
- (e) Our opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a contracting party's right to waive the benefit of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.
- (f) Our opinion is limited to the matters stated herein and no opinion may be inferred or implied beyond the matters expressly stated herein. The opinions expressed in this letter are given solely for your use and benefit in connection with the transactions referred to herein and no other person may use or rely upon this opinion letter, nor may it be used or relied upon in any other transaction which is not related to the transactions referred to herein without our prior express written consent. This opinion is provided to you as a legal opinion only and not as a warranty or guarantee with respect to the matter described herein or in the documents referred to herein.
- (g) We are licensed to practice only in the State and we do not hold ourselves out as being experts in, nor do we express any opinion as to, the laws of any jurisdiction other than the State. Accordingly, for purposes of the foregoing opinions we have assumed that any agreement, contract or other instrument that is governed under any laws other than the laws of the State are enforceable in accordance with the terms of that document under the laws of such foreign jurisdiction.
- (h) The scope of this opinion is limited to those issues and parties specifically considered herein and no further or more expansive opinion is implied or should be inferred from any opinion expressed herein. On such basis, any variation or difference in the facts upon which this opinion is based might affect our conclusions in an adverse manner and make them inaccurate.
- (i) In this opinion letter issued in our capacity as counsel to the District, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with the execution and delivery of the Agreement or any federal or state tax consequences arising from the receipt or accrual of payments under the Agreement.
- (j) No attorney-client relationship has existed or exists between us and anyone other than the District in connection with the Agreement by virtue of this opinion.
- (k) In basing the opinions and other matters set forth herein on "*our knowledge*," the words "*our knowledge*" signify that, in the course of our representation of the

District in matters with respect to which we have been engaged by the District, no information has come to our attention that would give us actual knowledge or actual notice that any such opinion or other matters are not accurate or that any of the foregoing documents, certificates, reports and information on which we have relied are not accurate and complete. The words "*our knowledge*" and similar language used herein are intended to be limited to the knowledge of the lawyers within our firm who have devoted substantive attention to the transaction contemplated by the Agreement and not to knowledge of the firm generally.

The foregoing opinion is rendered solely for the use and benefit of Gas Purchaser in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may it be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned. The information set forth herein is as of the date hereof, this opinion is given as of the date hereof, and no opinion is expressed as to the effect of future applicable laws and court decisions. We assume no obligation, and expressly disclaim any obligation, to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or as to any change in laws that may hereafter occur.

Sincerely,

EXHIBIT F
FORM OF OPINION OF COUNSEL
TO GAS PURCHASER

_____, 2020 [to be dated the date of closing]

The Black Belt Energy Gas District
Jackson, Alabama

The Toronto-Dominion Bank
Toronto, Ontario

Bank of New York Mellon Trust Company, N.A.
Birmingham, Alabama and Jacksonville, Florida

Royal Bank of Canada
Toronto, Ontario

Re: Gas Supply Agreement between the Parish of St. James, State of Louisiana and The Black Belt Energy Gas District dated as of [_____] 1, 2020

Ladies and Gentlemen:

We are Counsel to the Parish of St. James, State of Louisiana (the "*Gas Purchaser*"). Gas Purchaser is a project participant in the Prepaid Project undertaken by The Black Belt Energy Gas District (the "*District*"). We are furnishing this opinion to you in connection with the Gas Supply Agreement between the District and Gas Purchaser dated as of [_____] 1, 2020 (the "*Supply Agreement*").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Supply Agreement.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of Louisiana (the "*State*") including, as applicable, (i) acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Gas Purchaser was created and by which it is governed, and (ii) the Uniform Commercial Code of the State, as in effect on the date hereof (the "*UCC*");

(b) Resolution No. [], duly adopted by Gas Purchaser on [] (the “*Resolution*”) and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Supply Agreement;

(c) A copy of the Supply Agreement executed by Gas Purchaser;

(d) A copy of the Downstream Supply Contract executed by Gas Purchaser; and

(e) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Gas Purchaser and Gas Purchaser’s natural gas distribution system.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to our satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution of 1974, as amended, and other laws of the State of Louisiana, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Supply Agreement and the Downstream Supply Contract.

2. The execution, delivery, and performance by Gas Purchaser of the Supply Agreement and the Downstream Supply Contract have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Supply Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. Each of the Supply Agreement and the Downstream Supply Contract is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Agreement or Gas Purchaser’s participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Agreement and the Downstream Supply Contract and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization,

existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

6. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

7. Payments to be made by Gas Purchaser under the Supply Agreement shall constitute operating expenses of Gas Purchaser's distribution system payable solely from the revenues and other available funds of Gas Purchaser's sales of gas to Downstream Customer for consumption at the Plant. The application of the revenues and other available funds of Gas Purchaser's system, including its sales to Downstream Customer, to make such payments is not subject to any prior lien, encumbrance or other restriction. In order to secure its payment obligations under the Supply Agreement, Gas Purchaser has pledged, assigned and granted a security interest to the District under the Supply Agreement in the Gas Purchaser Collateral (as defined in the Supply Agreement). To the extent Article 9 of the UCC is applicable to the Gas Purchaser Collateral, the Supply Agreement creates a valid and enforceable security interest in the Gas Purchaser Collateral under Article 9 of the UCC.

8. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Agreement or the Downstream Supply Contract nor to our knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the addressees listed above in connection with the Supply Agreement and the Downstream Supply Contract and may not be relied upon other than in connection with the transactions contemplated thereby, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

Page 3 of 3

EXHIBIT G

FORM OF REMARKETING ELECTION NOTICE

[The Black Belt Energy Gas District]
[Jackson, Alabama]

[TD Bank]
[Toronto, Ontario]

[Bank of New York Mellon Trust Company, N.A.]
[Address]

To the Addressees:

The undersigned, duly authorized representative of _____ (the "*Gas Purchaser*"), is providing this notice (the "*Gas Remarketing Election Notice*") pursuant to the Gas Supply Agreement, dated as of _____, 2020 (the "*Supply Agreement*"), between The Black Belt Energy Gas District and Gas Purchaser. Capitalized terms used herein shall have the meanings set forth in the Supply Agreement.

Pursuant to Section 5.3(b) of the Supply Agreement, Gas Purchaser has elected to have its Daily Contract Quantities for each Gas Day of each Month of the Remaining Term remarketed beginning with the month of [_____] 20[___] and thereafter, the Supply Agreement shall be in accordance with Section 5.3(b) thereof.

Given this [___] day of [_____] , 20[___].

[Name]

By: _____
Name:

Title:

EXHIBIT H

FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF GAS PURCHASER

_____, 2020

Re: The Black Belt Energy Gas District
 Gas Project Revenue Bonds,
 Series 2020

The undersigned [Parish President] of the Parish of St. James, State of Louisiana (the "*Gas Purchaser*"), hereby certifies as follows in connection with the Gas Supply Agreement dated as of [____], 2020 (the "*Agreement*") between Gas Purchaser and The Black Belt Energy Gas District (the "*District*") and the issuance and sale by the District of the above-referenced bonds (the "*Bonds*") (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Gas Purchaser is a political subdivision of the State of Louisiana, created and existing under the Louisiana Constitution of 1974, as amended, and other laws of the State of Louisiana (the "*State*"), and has the corporate power and authority to enter into and perform its obligations under the Agreement and the Downstream Supply Contract.

2. By all necessary official action on its part, Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by Gas Purchaser of the obligations on its part contained in the Agreement and the Downstream Supply Contract, and such authorization and approval has not been amended, supplemented, rescinded, or modified in any respect since the date thereof.

3. Each of the Agreement and the Downstream Supply Contract constitutes the legal, valid and binding obligation of Gas Purchaser.

4. The authorization, execution and delivery of the Agreement and the Downstream Supply Contract and compliance with the provisions on Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5 Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by Gas Purchaser under any of the foregoing.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of Gas Purchaser's Gas distribution system payable solely from the revenues and other available funds of Gas Purchaser's sales of Gas to Downstream Customer for consumption at its Plant. The application of such revenues and other available funds of Gas Purchaser's distribution system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding, or tax challenge is pending or, to its knowledge, threatened, against Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of Gas Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent Gas Purchaser from executing, delivering and performing the Agreement or the Downstream Supply Contract, nor to the knowledge of Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by Gas Purchaser of its obligations under the Agreement and the Downstream Supply Contract have been duly obtained.

9. The representations and warranties of Gas Purchaser contained in the Agreement and the Downstream Supply Contract were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to Gas Purchaser contained in the Official Statement dated [____], 2020 with respect to the Bonds, including Appendix B thereto (the "*Official Statement*"), fairly and accurately describe and summarize the financial and operating position of Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and do not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information

with respect to Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on and as of the date first written above.

**PARISH OF ST. JAMES,
STATE OF LOUISIANA**

By _____

Name:

Title:

EXHIBIT B

FORM OF GAS PURCHASE AND SALE AGREEMENT

[Attached]

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: [] 1, 2020. The parties to this Base Contract are the following:

PARTY A PARISH OF ST. JAMES, STATE OF LOUISIANA		PARTY NAME	PARTY B YCI METHANOL ONE, LLC	
P.O. Box 106 5800 LA Highway 44 Convent, LA 70723		ADDRESS		
		BUSINESS WEBSITE		
		CONTRACT NUMBER		
		D-U-N-S® NUMBER		
<input type="checkbox"/> US FEDERAL: 72-6001228 <input type="checkbox"/> OTHER:		TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: 95-1240335 <input type="checkbox"/> OTHER:	
Louisiana		JURISDICTION OF ORGANIZATION		
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other :Political Subdivision		COMPANY TYPE	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	
		GUARANTOR (IF APPLICABLE)	[Parent Guarantee or other Security for Payment Obligations]	
CONTACT INFORMATION				
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____		• COMMERCIAL	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
ATTN: <u>Neal Grimes, Black Belt Energy</u> TEL#: <u>251-387-0351</u> EMAIL: <u>ngrimes@blackbeltenergy.com</u>		• SCHEDULING	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____		* LEGAL NOTICES	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____		• CREDIT	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
ATTN: <u>Neal Grimes, Black Belt Energy</u> TEL#: <u>251-387-0351</u> EMAIL: <u>ngrimes@blackbeltenergy.com</u>		• TRANSACTION CONFIRMATIONS	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
ACCOUNTING INFORMATION				
ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____		• INVOICES • PAYMENTS • SETTLEMENTS	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____	
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____		WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____		ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	
ATTN: _____ ADDRESS: _____		CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____	

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: see Special Provisions <input type="checkbox"/> Party B: see Special Provisions <input type="checkbox"/> Transactional Cross Default
Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> Five (5) Business Days after receipt	
Section 2.8 Confirming Party <input type="checkbox"/> Seller (default) OR <input checked="" type="checkbox"/> Buyer	
Section 3.2 Performance Obligation <input type="checkbox"/> Cover Standard (default) OR <input checked="" type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input checked="" type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input checked="" type="checkbox"/> 19 th Day of Month following Month of delivery, and previous business day if the 19 th Day is not a business day	Section 15.5 Choice Of Law <u>Louisiana</u>
Section 7.2 Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input type="checkbox"/> Netting applies (default) OR <input checked="" type="checkbox"/> Netting does not apply	
<input type="checkbox"/> Special Provisions Number of sheets attached: None. <input checked="" type="checkbox"/> Addendum(s): Appendix 1 (Communications Protocol)	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

PARISH OF ST. JAMES, STATE OF LOUISIANA	YCI METHANOL ONE, LLC
By: _____	By: _____
Peter A. Dufresne	[Insert Name]
Parish President	[Insert Title]

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed

money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

<p>The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.</p> <p>Cover Standard:</p> <p>3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The</p>

amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the

billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap

contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, 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, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) 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. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

- 15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.
- 15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.
- 15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.
- 15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.
- 15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.
- 15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.
- 15.7. There is no third party beneficiary to this Contract.
- 15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.
- 15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.
- 15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this

confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT**

TRANSACTION CONFIRMATION EXHIBIT A

FOR IMMEDIATE DELIVERY

Letterhead/Logo

Date: ____ 1, 2020. Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated ____ 1, 2020. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

Parish of St. James, State of Louisiana

Convent Courthouse

5800 LA Highway 44

Convent, LA 70723

Attn: Peter A. Dufresne, Parish President

Phone: _____

Fax: _____

Base Contract No. _____

Transporter: _____

Transporter Contract Number: _____

BUYER:

YCI Methanol One, LLC

Attn: _____

Phone: _____

Fax: _____

Base Contract No. _____

Transporter: _____

Transporter Contract Number: _____

Terms used herein without definition are defined in the Communications Protocol attached as Appendix I hereto (the "Communications Protocol").

Contract Price: With respect to any Gas, (a) the Monthly Index, minus (b) a Discount of 15 cents per MMBtu for the Initial Pricing Period (as defined below) and for any Repricing Period (as defined below), 50% of the net discount available to Seller but not less than 10 cents per MMBtu for any Repricing Period, plus (c) the Delivery Point Adjustment (as defined below), if any; provided that the Contract Price shall be the Monthly Index for any Gas deliveries made following a Failed Remarketing (as defined in that certain Gas Supply Agreement, dated [____] 1, 2020 (the "BBE Contract"), between Seller and The Black Belt Energy Gas District ("BBE"), a public corporation of the State of Alabama which acquires prepaid gas supplies for the benefit of its municipal gas system customers. **[NOTE: If Gas Daily Pricing is preferred by Buyer for all or any portion of the Contract Quantity, that will here be provided for.]**

Delivery Point Adjustment: If the Delivery Point is not located at the pricing point where the Monthly Index is determined, then a Delivery Point Adjustment will apply as follows: The Delivery Point Adjustment shall be [____] until the end of the Initial Pricing Period (as defined below) on [____], and, beginning not later than 180 days prior to the end of the Initial Pricing Period and each Repricing Period thereafter, the parties shall negotiate in good faith regarding the Delivery Point Adjustment for the upcoming Repricing Period, which is intended to reflect the transportation differential between [____] and the Delivery Point; provided that, in lieu of agreeing upon a Delivery Point Adjustment at the existing Delivery Point, the parties may mutually agree upon a different Delivery Point, which agreement may require a different Delivery Point Adjustment for the new Delivery Point.

Alternative Contract Price: Buyer acknowledges that (i) Seller's ability to provide the Discount to Buyer is subject to Seller's ability to purchase Gas at a sufficient discount to the Monthly Index under the BBE Contract, and (ii) the price payable by Seller under the BBE Contract will be reset beginning on [____, 20__] for periods of approximately five years (each a "Repricing Period"). If Seller determines, in its sole discretion, that it will not be able to provide the Discount to Buyer during any Repricing Period as a result of anticipating a discount under the BBE Contract lower than the Minimum Discount (as defined in the BBE Contract), then (a) Seller shall notify Buyer, which notice shall include the anticipated discount, the start date and duration of the affected Repricing Period, and the deadline for agreeing on an alternate discount (an "Alternate Discount") and the Delivery Point Adjustment, if any, and (b) Seller and Buyer shall, upon request of either party, negotiate in good faith to attempt to agree on an Alternate Discount.

Delivery Period: The Delivery Period shall be a period of approximately twenty years beginning on the later of (i) [November 1, 2020] and (ii) the date that operations commence at Buyer's Plant and shall continue until [October 31, 2040]. Buyer may elect to extend the Delivery Period for two additional periods (each, an "Extension Period") by providing notice no later than [October 1, 2039] to extend for the Extension Period from [November 1, 2040 to October 31, 2045] and no later than [October 1, 2044] for the Extension Period from [November 1, 2045 to October 31, 2050]. Seller may at any time upon written notice to Buyer accelerate the deadline for Buyer's option to elect either Extension Period in the event a Repricing Period will start prior to an Extension Period but extend into the Extension Period. Buyer's option for the second Extension Period will expire if it does not exercise its option for the First Extension Period on a timely basis.

Notwithstanding the foregoing, the Delivery Period shall terminate concurrently with (a) the termination of deliveries under the BBE Contract regardless of the cause of such termination or (b) at the end of a Repricing Period if (i) the parties are unable to agree upon the Delivery Point Adjustment or (ii) Seller is unable to provide the Discount to Buyer for the next Repricing Period and the parties are unable to agree upon an Alternate Discount.

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):

[18,750] MMBtu/day from the commencement of the Delivery Period through the end of the Initial Pricing Period and [25,000] MMBtu/day from the commencement of the first Repricing Period through the end of the Delivery Period.

Delivery Point: [NOTE: identify meter.] The interconnection of Buyer's [pipeline facilities] and the interstate pipeline facilities of Transcontinental Gas Pipe Line Company at Transco Station 65..

Special Conditions:

1. **Monthly Reduction.** If Buyer reasonably determines that the total Gas requirements for Buyer's manufacturing facility in St. James Parish, Louisiana (the "Plant") [NOTE: The Plant should be described as Buyer's entire facility or, if the entire facility cannot physically receive gas from the Delivery Point, the portion of the facility that is capable of receiving gas that is initially delivered at the Delivery Point.] will be less than the Contract Quantity on each day during a Month, then Buyer may reduce the Contract Quantity for each Day during the affected Month by delivering written notice in accordance with the Communications Protocol, provided that such notice (a) specifies an equal quantity of Gas to be delivered on each Day in the relevant Month, (b) is delivered not later than two Business Days prior to the last day of exchange trading for Henry Hub Natural Gas Futures Contracts on the New York Mercantile Exchange (or any successor thereto) for deliveries in the Month to which such Remarketing Notice applies, and (c) complies with Special Condition 3 below. Buyer shall pay no remarketing fees for any excess quantities turned back to Seller.
2. **Daily Reduction.** If Buyer reasonably determines that its total Gas requirements for the Plant will be less than the Contract Quantity for any Day during a Month (after giving effect to any reduction applicable under Special Condition 1 above), then Buyer may reduce the Contract Quantity for such Day by delivering written notice in accordance with the Communications Protocol, provided that such notice (a) is delivered to Seller not later than 8:00 am CPT two Business Days prior to nominations leaving control of the nominating party for the first timely nomination cycle for the Transporter for the relevant Day and at the Delivery Point; provided, however, if a Transporter modifies its nomination process, Seller may propose to modify the preceding deadline, subject to Buyer's consent, which consent shall not be unreasonably withheld, (b) specifies an equal quantity of Gas to be remarketed on Days covering a weekend or any other set of Days that is generally scheduled as a block in the Gas industry, and (c) complies with Special Condition 3 below. For the avoidance of doubt, Buyer may only issue a single Remarketing Notice for any such set of Days covering the weekend or other relevant block of Days. To the extent the applicable Monthly Index (plus the Delivery Point adjustment, if any) exceeds the Daily Index (plus the Delivery Point adjustment, if any) on any Day for which a reduction has been delivered under this Special Condition 2, Buyer shall pay an amount equal to such excess multiplied by the quantity of Gas reduced. Buyer shall pay no remarketing fees for any excess quantities turned back to Seller. To the extent the applicable Monthly Index (plus the Delivery Point adjustment, if any) is less than the Daily Index (plus the Delivery Point adjustment, if any) on any Day for which a reduction has been delivered under this Special Condition 2, Seller shall apply a credit to Buyer on Seller's invoice to Buyer in an amount equal to 50% of such excess multiplied by the quantity of Gas reduced.
3. **Full Requirements up to the Contract Quantity.** It is the intent of the parties that Buyer procure its full requirements for the Plant up to and including the Contract Quantity under this Transaction Confirmation. Therefore, in determining its Gas requirements for the Plant, Buyer shall not include or anticipate Gas delivered from any other source; provided furthermore that, for the avoidance of doubt, Gas procured pursuant to this Transaction Confirmation shall be used in the Plant's operations prior to any other Gas.
4. **Communications Protocol.** The parties acknowledge and agree to the terms of the Communications Protocol attached hereto as Appendix 1 as if fully set forth herein including, for the avoidance of doubt, the dispute resolution provisions therein and the provisions related to "Delivery Issues" as defined therein.
5. **Force Majeure.** To the extent any non-performance of Seller under this Contract is caused by a failure to perform by BBE under the BBE Contract for which BBE claims Force Majeure, Seller shall be excused hereunder for such non-performance by reason of Force Majeure.
6. **Prepaid Gas.** Buyer acknowledges that the Gas delivered under this Contract is Gas purchased by Seller as part of a Gas prepayment transaction involving the issuance of tax-exempt bonds under Section 148(b)(4) of the Internal Revenue Code and U.S. Treasury Regulations. Accordingly, Buyer covenants that it will use the Gas only in its industrial operations at the Plant and will not sell the Gas to any third party unless such sale is approved in writing by the Seller, BBE, and the Prepaid Gas Supplier, [The Toronto-Dominion Bank ("TD Bank") (or its successor)].
7. **Upstream Supply.** TD Bank will enter into an upstream contract with EQT for all prepaid gas supply under the BBE Contract during the Initial Pricing Period.

8. Sale of Plant. If at any time Buyer anticipates selling all or any portion of the Plant that would affect Buyer's Gas requirements for the Plant, Buyer shall notify Seller in advance, which notice shall include the portion of the Plant to be transferred, the transferee thereof, and the effect such transfer will have on Buyer's Gas requirements for the Plant. If requested by Seller, Buyer shall cause the transferee of the Plant or portion thereof to take assignment of this Contract (or a partial assignment, to the extent less than the full Plant is being transferred).

9. Collateral Assignment. Buyer acknowledges that this Contract and Seller's rights to receive payment may be collaterally assigned to the trustee for the bonds issued by BBE to finance the prepayment of Gas to be delivered under this Contract, and, to the extent requested by the trustee, Buyer agrees to execute a consent to such collateral assignment. Buyer agrees to comply with any irrevocable payment instruction delivered in connection with such assignment, which may include an obligation to make payments due from Buyer under this Contract into an account controlled by the trustee.

10. Defined Terms.

(a) Monthly Index: with respect to any Day, the Index Price (in \$/MMBtu) published in Inside FERC's Gas Market Report (published by S&P Global Platts, a division of S&P Global Inc.), in the first issue of the calendar month in which such Day begins (including corrections thereto in later issues), as listed in the section "Monthly Bidweek Spot Gas Prices - Platts Locations (\$/MMBtu)", under the heading "Louisiana/Southeast", for "Transco, zone 3", under the column "Index".

(b) Daily Index: with respect to any Day, the Midpoint price (in \$/MMBtu) published in Gas Daily (published by S&P Global Platts, a division of S&P Global Inc.) under the heading "Daily Price Survey - Platts Locations" for the Gas Daily pricing point corresponding to Transco, zone 3 for the "Flow date" corresponding to such Day.

11. Opinion or Certificate. Contemporaneous with the execution of this Transaction Confirmation, Buyer shall deliver an opinion of counsel or officer's certificate in a form reasonably satisfactory to Seller regarding Buyer's ability to enter into and perform its obligations under this Contract.

12. [Reserved] 13. Disclosure and Continuing Disclosure. Buyer agrees to cooperate with Seller at Seller's request in the preparation of disclosure information with respect to Buyer and the Plant for use in the offering materials for the tax-exempt bonds to be issued to finance the prepayment transaction, which disclosure information may reference reports filed by Buyer with the U.S. Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934. If during the term of this Contract, Buyer no longer files such reports with the SEC, it will deliver to Seller or a dissemination agent appointed by Seller a copy of its audited annual financial statements prepared in accordance with generally accepted accounting principles in the United States no later than 120 days after the end of Buyer's fiscal year, for posting to the Electronic Municipal Marketplace Access system maintained by the Municipal Securities Rulemaking Board.

14. [Reserved]

15. Payments Under Section 7. Notwithstanding any other provision of this Contract and for the avoidance of doubt, Buyer shall make all payments for gas delivered to the Account identified on page 1 of this Contract under the heading Accounting Information by wire transfer in immediately available funds by no later than the 19th Day of the month following the month of delivery or the immediately preceding business day if the 19th Day is not a business day. Buyer's failure to timely pay the amount due in the prescribed manner may result in immediate cessation of deliveries by Seller to Buyer under this Contract.

16. Loss of Requirements. In the event Buyer experiences a permanent loss of requirements for Gas at the Plant below the level of the Contract Quantity, Buyer shall notify Seller and all other parties under the Communications Protocol, and the Contract Quantity shall be reduced to the new level of Buyer's requirements, including to 0 MMBtu per day in the case of a shut down of the Plant.

17. Limitations on Damages. Section 10.3.1 is amended by adding the following at the end thereof: "Notwithstanding any other provision of this Contract, in the event of a failure to deliver hereunder, Buyer's sole and exclusive remedy for such failure shall be Seller's payment of an amount equal to the amount of damages that TD Bank actually receives from Upstream Supplier (as defined in the Communications Protocol) in respect of such failure under the Upstream Supply Contract (as defined in the Communications Protocol)."

18. Termination by Seller. Buyer and Seller agree that if the BBE Contract is terminated prior to the expiration of its term, Seller may, at its discretion, terminate this Contract by written notice to Buyer, effective on the date provided in such notice.

19. Limitation on Seller's Liability. Buyer and Seller agree that all of Seller's payment obligations under this Contract are special obligations payable solely from amounts it may receive from time to time under the BBE Contract.

20. Limitation on Seller's Indemnity. Section 8.3 is amended by adding the following clause at the beginning thereof: "To the extent permitted by law,".

21. Payments: Sections 7.4 and 7.5 are amended by deleting both Sections in their entirety, and inserting the following in lieu thereof:

"In the event Buyer fails to pay an amount when due under this Agreement, interest thereon shall accrue at a rate of interest per annum equal to the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal plus two percent from the due date until paid. If Buyer disputes the appropriateness of any charge or calculation in any billing statement, Buyer, within the time provided for payment, shall notify Seller of the existence of and basis for such dispute and shall pay all

amounts billed by Seller, including any amounts in dispute. If it is ultimately determined that Buyer did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, Seller shall pay Buyer that amount plus interest as calculated in accordance with this Section."

Seller: Parish of St. James, State of Louisiana

By: Peter A. Dufresne

Title: Parish President

Date: _____

Buyer: YCI Methanol One, LLC

By: _____

Title: _____

Date: _____



APPENDIX 1 COMMUNICATIONS PROTOCOL

1. OVERVIEW

This Communications Protocol shall apply to the gas deliveries contemplated under the following contracts (each, a “Gas Contract” and collectively, the “Gas Contracts”):

- (a) pursuant to one or more contracts identified pursuant to Section 8 of this Communications Protocol as an Upstream Supply Contract between TD Bank and an Upstream Supplier, the Upstream Supplier is obligated to deliver the Contract Quantity to TD Bank at the Delivery Point;
- (b) pursuant to that certain Prepaid Natural Gas Sales Agreement, dated as of [____], 2020 (the “Prepaid Agreement”), between The Toronto-Dominion Bank (“TD Bank”) and The Black Belt Energy Gas District (“Issuer”), TD Bank is obligated to deliver the Contract Quantity to Issuer at the Delivery Point;
- (c) pursuant to that certain Gas Supply Agreement, dated as of [____], 2020, between Issuer and Parish of St. James, State of Louisiana (“Municipal Participant”), Issuer is obligated to deliver the Contract Quantity to Municipal Participant at the Delivery Point; and
- (d) pursuant to that certain Base Contract for Sale and Purchase of Natural Gas, dated as of [____], 2020, and the Transaction Confirmation thereto, dated as of [____], 2020 (the “Downstream Supply Contract”), between Municipal Participant and YCI Methanol One, LLC (“Downstream Purchaser”), Municipal Participant is obligated to deliver the Contract Quantity to Downstream Purchaser at the Delivery Point.

2. ADDITIONAL DEFINED TERMS

Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Prepaid Agreement as in effect on the date it is first executed or as amended with the consent of each Relevant Party that is affected by such change. References to Sections are to the Sections of this Communications Protocol, unless specifically stated otherwise. The following terms used in this Communications Protocol shall have the following meanings:

- 2.1 “Delivery Point” has the meaning specified in the Downstream Supply Contract.
- 2.2 “Delivery Scheduling Entity” means TD Bank or another Person as the Delivery Scheduling Entity designated by TD Bank as set forth in Attachment 3 or in a subsequent written notice to Issuer, provided that during periods when an Upstream Supplier has been designated pursuant to Section 8, the Upstream Supplier will be the Delivery Scheduling Entity.
- 2.3 “Operational Nomination” has the meaning specified in Section 4.1.1.

- 2.4 “Receipt Scheduling Entity” means Downstream Purchaser unless Issuer designates another Person as set forth in Attachment 3 or in a subsequent written notice to Issuer, in which case this Communications Protocol will cease to apply to Downstream Purchaser.
- 2.5 “Relevant Party” means each of the Upstream Supplier, TD Bank, Issuer, Municipal Participant, and Downstream Purchaser.
- 2.6 “Relevant Transporter” means any Transporter that will or is intended to transport Gas to be delivered or received under the Gas Contracts.
- 2.7 “Scheduling Entities” means the Receipt Scheduling Entity and the Delivery Scheduling Entity.

3. AGREEMENTS OF RELEVANT PARTIES

Each Relevant Party that is a party to a particular Gas Contract to which this Communications Protocol applies acknowledges that this Communications Protocol sets forth certain obligations that may be delegated to other Relevant Parties that are not party to a particular Gas Contract. In connection therewith:

- 3.1 Each Relevant Party shall be entitled to rely exclusively on any communications or directions given by a Delivery Scheduling Entity or Receipt Scheduling Entity, in each case to the extent such communications are permitted hereunder;
- 3.2 Each Relevant Party will cause its counterparty to each relevant Gas Contract to comply with the provisions of this Communications Protocol as the provisions apply to such counterparty;
- 3.3 No Relevant Party will amend any provision of this Communications Protocol in a Gas Contract without the consent of each other Relevant Party; and
- 3.4 No Relevant Party will waive any provision of this Communications Protocol in a Gas Contract without the consent of each other Relevant Party whose rights or obligations would be materially and adversely affected by such waiver.

4. INFORMATION EXCHANGE AND COMMUNICATION

4.1 Communication of Operational Nomination Details

- 4.1.1 Prior to each Month during which Gas is required to be delivered under the Prepaid Agreement, the Receipt Scheduling Entity shall deliver an operational nomination in writing in a form substantially similar to Attachment 2 (the “Operational Nomination”) to each other Relevant Party no later than 8:30 am CPT on the second Business Day prior to the last day of exchange trading for Henry Hub Natural Gas Futures Contracts on the New York Mercantile Exchange (or any successor thereto) for

deliveries in such Month. The Operational Nomination shall be delivered electronically to the notice addresses set forth on Attachment 1.

- 4.1.2 The Delivery Scheduling Entity shall update appropriate nomination details on the relevant Receipt Scheduling Entity's Operational Nomination and forward to all other Relevant Parties by the close of the Business Day prior to nominations leaving control of the nominating Scheduling Entity for the first timely nomination cycle for the Transporters at the Delivery Point for deliveries in each Month in which Gas is to be delivered.
- 4.1.3 The Delivery Scheduling Entity shall, if necessary due to reduction during any Month, update appropriate nomination details on the relevant Receipt Scheduling Entity's Operational Nomination and forward to all other Relevant Parties by not later than 8:00 am CPT two Business Days prior to nominations leaving control of the nominating Scheduling Entity for the first timely nomination cycle for the Transporters at the Delivery Point for deliveries on any Day or Days in which Gas is to be delivered.
- 4.1.4 The Scheduling Entities acknowledge and understand that changes to Operational Nomination details may occur after the deadline set forth in Section 4.1.1. The Scheduling Entity initiating the change will forward a revised Operational Nomination to the other Scheduling Entity (with a copy to each other Relevant Party) and the other Scheduling Entity will exercise Commercially Reasonable Efforts to accommodate such change(s). The Relevant Parties will exercise Commercially Reasonable Efforts to limit the amount of changes and accommodate requested changes at all times as allowed in the Transporter's tariff.
- 4.1.5 For any other proposed changes to an Operational Nomination, the Scheduling Entities may initially communicate orally or via other electronic means. However, such changes will be subsequently communicated as a revised Operational Nomination as outlined above as soon as reasonably possible.

4.2 Event-specific Communications

- 4.2.1 The Scheduling Entities shall monitor pipeline notices that are relevant to the Delivery Point and provide Commercially Reasonable notification to the other Relevant Parties of maintenance or other issues that could impact Gas flow. In such event, the Relevant Parties may designate an Alternate Delivery Point by mutual agreement of all of the Relevant Parties, each in its sole discretion. The designation of an Alternate Delivery Point by mutual agreement may be initiated by means of oral communication between the Relevant Parties, but in such case, such Alternate Delivery Point shall be documented in writing by the Relevant Parties in compliance with the terms of the relevant Gas Contracts.

- 4.2.2 Each Scheduling Entity shall notify the other Relevant Parties as soon as practicable in the event of: (i) any deficiencies in scheduling related to such Scheduling Entity or such Scheduling Entity's Transporter; (ii) any deficiencies in scheduling related to the other such Scheduling Entity or such other Scheduling Entity's Transporter of which the notifying Scheduling Entity becomes aware; and (iii) any action taken by such Scheduling Entity's Transporter that would reasonably be expected to create issues related to Gas flow under the Prepaid Agreement.

5. ACCESS AND INFORMATION

- 5.1 In addition to the delivery of and access to the records and data required pursuant to the Prepaid Agreement, the Relevant Parties agree to provide relevant records from Transporters and any other Relevant Transporters necessary to document and verify Gas flows within and after the Month as needed to facilitate settlement under the Gas Contracts.
- 5.2 Each Relevant Party acknowledges that the Scheduling Entities may not have immediate access to Gas flow information at the Delivery Point. Therefore, the Scheduling Entities will closely monitor the available nomination information at the Delivery Point and promptly notify each other upon obtaining knowledge of any discrepancies in such nomination information and the quantities required to be delivered and taken under the applicable Gas Contracts at the Delivery Point. Each Relevant Party acknowledges and agrees that the inability of a Relevant Party to immediately access Gas flow information at the Delivery Point shall not impact or be construed as a waiver of any of the rights and obligations of the Relevant Parties set forth in the applicable Gas Contract.
- 5.3 Each Scheduling Entity will use Commercially Reasonable Efforts to cooperate with TD Bank to ensure that TD Bank has sufficient agency rights from each such Scheduling Entity with respect to each Transporter to allow TD Bank to view Gas flows at the Delivery Point.

6. NOTICES

Any notice, demand, request or other communication required or authorized by this Communications Protocol to be given by one Relevant Party to another Relevant Party shall be in writing, except as otherwise expressly provided herein. It shall either be sent by facsimile (with receipt confirmed by telephone and electronic transmittal receipt), courier, or personally delivered (including overnight delivery service) to the applicable representative of the other Relevant Party designated in Attachment 1 hereto. A Relevant Party may change its representative identified in Attachment 1 hereto at any time by written notice to each other Relevant Party. Any notice, demand, or request shall be deemed to be given (i) when sent by facsimile confirmed by telephone and electronic transmittal receipt, and (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Relevant Party shall have the right, upon written notice to the other

Relevant Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address.

7. NO IMPACT ON CONTRACTUAL OBLIGATIONS

Except as expressly set forth herein or in an applicable Gas Contract, nothing in this Communications Protocol nor any Relevant Party's actions or inactions hereunder shall have any impact on any Relevant Party's rights or obligations under the Gas Contracts.

8. UPSTREAM SUPPLY CONTRACT

- 8.1 TD Bank and Downstream Purchaser may designate a contract as an "Upstream Supply Contract" by executing a designation in the form attached as Attachment 4 and delivering such designation to the other Relevant Parties, provided that any such Upstream Supply Contract must include this Communications Protocol. An "Upstream Supplier" is the seller of Gas to TD Bank under any Upstream Supply Contract.
- 8.2 Not later than 180 days prior to the expiration of any Upstream Supply Contract or immediately upon the early termination of any Upstream Supply Contract, TD Bank and Downstream Purchaser will begin cooperating in good faith to locate a replacement Upstream Supply Contract. TD Bank agrees that it will not unreasonably delay or withhold its consent to any Upstream Supply Contract proposed by Downstream Purchaser if the Upstream Supplier thereto is willing to enter into such contract with TD Bank for the full new Reset Period (in the case of an expiration of the Upstream Supply Contract) or the remainder of the current Reset Period (in the case of an early termination), provided that it shall not be unreasonable for TD Bank to withhold its consent if the proposed Upstream Supply Contract or Upstream Supplier thereunder poses materially different risks to TD Bank or the other Relevant Parties (other than Downstream Purchaser) relative to the Upstream Supply Contract and Upstream Supplier that is being replaced (without regard to any adverse changes relating to the Upstream Supplier being replaced that arose after such contract was initially novated). If Downstream Purchaser does not propose an Upstream Supply Contract meeting the foregoing requirements by the date that is thirty (30) days prior to the expiration of an existing Upstream Supply Contract (or within ten (10) days after early termination thereof), then TD Bank may propose, but is not obligated to propose, an Upstream Supply Contract and Downstream Purchaser agrees that it will not unreasonably delay or withhold its consent to such Upstream Supply Contract if the Upstream Supplier thereto is willing to enter into such contract with TD Bank for the full new Reset Period (in the case of an expiration of the Upstream Supply Contract) or the remaining Reset Period (in the case of an early termination), provided that it shall not be unreasonable for Downstream Purchaser to withhold its consent if the Upstream Supply Contract or the Upstream Supplier thereunder poses materially different risks to Downstream Purchaser relative to the Upstream Supply Contract and Upstream Supplier that is being replaced

(without regard to any adverse changes to the Upstream Supplier being replaced that arose after such contract was initially novated). If either Downstream Purchaser or TD Bank does not consent to a replacement Upstream Supply Contract prior to the expiration of the existing Upstream Supply Contract, or if the Upstream Supply Contract terminates early or if otherwise an Upstream Supply Contract is not in place at any time, then until such time as a new Upstream Supply Contract is consented to, (i) the Delivery Point will be Henry Hub, and (ii) TD Bank will be the Delivery Scheduling Entity.

9. ATTACHMENTS

Attachment 1 – Notices and Key Personnel

Attachment 2 – Operational Nomination

Attachment 3 – Designation of Scheduling Entities Form

Attachment 4 – Upstream Contract Designation Form

Notices and Key Personnel

The Toronto-Dominion Bank Scheduling Personnel:

The Toronto-Dominion Bank

Email:
Direct Phone:
Fax:

Issuer Scheduling:

The Black Belt Energy Gas District

[]
[]¹

Upstream Supplier Scheduling:

EQT

[]
[]²

Municipal Participant Scheduling:

Parish of St. James, State of Louisiana

Downstream Purchaser Scheduling:

YCI Methanol One, LLC

[]
[]³

¹ NTD: Issuer to provide.
² NTD: Upstream Supplier to provide.
³ NTD: Downstream Purchaser to provide.

Form of Operational Nomination (Monthly)

Month: _____, 20__

<u>Pipeline</u>	<u>Delivery Point</u>	<u>Pipeline Meter Number</u>	<u>Pipeline Meter Name</u>	<u>Upstream Info</u>	<u>Upstream Duns</u>	<u>Upstream am</u>	<u>Downstre am</u>	<u>Downstre Duns</u>	<u>Daily Contract Volume</u>	<u>Daily Remarketed Volume</u>	<u>Daily Nominated Volume</u>	<u>Monthly Contractual Volume</u>	<u>Monthly Remarketed Volume</u>	<u>Monthly Nominated Volume</u>
[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]

Totals

Primary Contacts
Upstream Supplier:

[]
 []
 []

Downstream Purchaser:

[]
 []
 []

Other Contacts
Upstream Supplier:

[]
 []
 []

Downstream Purchaser:

[]
 []
 []⁴

⁴ _____

NTD: Downstream Purchaser to provide.

Designation of Scheduling Entities Form

<p>Receipt Scheduling Entity:</p> <p>Delivery Point: _____</p> <p>Percentage of Daily Contract Quantity for Delivery Point that may be scheduled and nominated by Receipt Scheduling Entity: _____</p> <p>Effective Date(s) of Service of Receipt Scheduling Entity (full Months only): _____, _____ to _____, _____, if applicable</p> <p>Notice Information for Receipt Scheduling Entity:</p> <p>Name: _____</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p>
<p>Delivery Scheduling Entity:</p> <p>Delivery Point: _____</p> <p>Effective Date(s) of Service of Delivery Scheduling Entity (full Months only): _____, _____ to _____, _____, if applicable</p> <p>Notice Information for Delivery Scheduling Entity:</p> <p>Name: _____</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p>

[Submitted by Issuer:

THE BLACK BELT ENERGY GAS DISTRICT

By: _____
Name:
Title:]

[Submitted by TD Bank:

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:]

Upstream Contract Designation Form

Date: [_____]

To: Issuer Scheduling and Municipal Participant Scheduling

From: The Toronto-Dominion Bank and YCI Methanol One, LLC

This notice is delivered pursuant to the Communications Protocol to (i) that certain Prepaid Natural Gas Sales Agreement, dated as of [____], 2020 (the "Prepaid Agreement"), between The Toronto-Dominion Bank ("TD Bank") and [the Issuer] ("Issuer"), (ii) that certain Gas Supply Agreement, dated as of [____], 2020 (the "Gas Supply Agreement"), between Issuer and [the Municipal Utility] ("Municipal Participant"), and (iii) that certain Base Contract for Sale and Purchase of Natural Gas, dated as of [____], 2020, and the Transaction Confirmation thereto, dated as of [____], 2020, between Municipal Participant and [Industrial Customer] ("Downstream Purchaser") (together with the Prepaid Agreement and the Gas Supply Agreement, the "Gas Contracts"). Capitalized terms used but not otherwise defined herein have the meaning set forth in the Communications Protocol.

Pursuant to Section 8.1 of the Communications Protocol, TD Bank and Downstream Purchaser hereby designate that certain [____] with [Upstream Supplier] as an "Upstream Supply Contract" thereunder.

Submitted by:

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

YCI METHANOL ONE, LLC

By: _____
Name:
Title:





The following ordinance which was previously introduced at a regular meeting held on February 5, 2020, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on a motion offered by Councilman _____ and seconded by Councilman _____:

ORDINANCE 20-03
ST. JAMES PARISH COUNCIL

AN ORDINANCE AUTHORIZING THE EXECUTION OF AMENDATORY DOCUMENTS IN CONNECTION WITH THE CONVERSION OF THE INTEREST RATE ON (I) \$56,200,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2008, (II) \$100,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010, (III) \$50,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010A, (IV) \$85,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010B AND (V) \$75,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2011, APPROVING THE REMARKETING AGENTS, AUTHORIZING THE APPROPRIATE OFFICERS OF THE PARISH TO EXECUTE THE AFOREMENTIONED INSTRUMENTS AND ALL OTHER DOCUMENTS AND CERTIFICATES DEEMED NECESSARY IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS WITH RESPECT TO THE FOREGOING.

WHEREAS, the Parish of St. James, State of Louisiana (the "Issuer" or the "Parish"), is authorized and empowered by law, including particularly the provisions of Sections 991 to 1001, inclusive, of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), to issue its revenue bonds for the purpose of using the funds derived from the sale thereof to acquire, purchase, construct or improve and sell, lease or otherwise dispose of industrial plant sites and industrial plant buildings, and necessary property and appurtenances thereto; and

WHEREAS, the Issuer previously issued five series of bonds, namely (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008 (the "Series 2008 Bonds"), pursuant to an Indenture of Trust dated as of June 1, 2008 (the "Series 2008 Indenture"), (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010 (the "Series 2010 Bonds"), pursuant to an Indenture of Trust dated as of July 1, 2010 (the "Series 2010 Indenture"), (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A (the "Series 2010A Bonds"), pursuant to an Indenture of Trust dated as of October 1, 2010 (the "Series 2010A Indenture"), (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010B (the "Series 2010B Bonds"), pursuant to an Indenture of Trust dated as of December 1, 2010 (the "Series 2010B Indenture") and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011 (the "Series 2011 Bonds" and, together with the Series 2008 Bonds, the Series 2010 Bonds, the Series 2010A Bonds and the Series 2010B Bonds, the "Bonds"), pursuant to an Indenture of Trust dated as of August 1, 2011 (the "Series 2011 Indenture" and, together with the Series 2008 Indenture, the Series 2010 Indenture, the Series 2010A Indenture and the Series 2010B Indenture, the "Indentures"); and

WHEREAS, proceeds of the Bonds were loaned to NuStar Logistics, L.P., a Delaware limited partnership (the "Company"), pursuant to five Lease Agreements, each between the Issuer and the Company and dated as of June 1, 2008, July 1, 2010, October 1, 2010, December 1, 2010 and August 1, 2011, respectively (collectively, the "Lease Agreements"); and

WHEREAS, in connection with the conversion of the interest rate on the Bonds, the Company has requested that the Issuer enter into certain amendatory documents, including but not limited to one or more First Supplement and Amendments to Indentures between the Issuer and U.S. Bank National Association, as trustee under the Indentures (the "Trustee"), amending and supplementing the Indenture applicable to each series of bonds (the "Supplemental Indentures"); and one or more First Supplement and Amendments to Lease Agreements between the Issuer and the Company amending and supplementing the Lease Agreement applicable to each series of bonds (the "Supplemental Lease Agreements" and, together with the Supplemental Indenture, the "Amendments"); and

WHEREAS, the Amendments will not in any way shift any financial burden or risk to the Parish.

WHEREAS, Section 10.11 of the Indentures also requires approval of the Remarketing Agents (as hereinafter defined) appointed by the Company; and

WHEREAS, the Indentures each provide that the Issuer and the Trustee may, with the consent of the owners of the Bonds, enter into the Supplemental Indentures; and

WHEREAS, the Lease Agreements each provide that the Issuer and the Company may, with the consent of the Credit Provider (as defined in the Indentures), enter into the Supplemental Lease Agreements; and

WHEREAS, all required consents will have been obtained prior to or simultaneously with the execution of the Amendments and any other documents deemed necessary in connection therewith; and

WHEREAS, the Issuer desires to authorize the execution of the Supplemental Indentures, the Supplemental Lease Agreements and any other documents deemed necessary in connection therewith which are agreed to by the Company and the owners of the Bonds and to approve the appointment of the Remarketing Agents;

NOW, THEREFORE, the St. James Parish Council (the "Parish Council") hereby ordains:

SECTION 1. The Parish President and the Secretary of the Parish Council be and they are hereby empowered, authorized and directed to execute and deliver the Supplemental Indentures and the Supplemental Lease Agreements for, on behalf of, in the name of and under the official seal of the Issuer, in accordance with the provisions of the Act, and other constitutional and statutory authority in connection with the conversion of the interest rate on the Bonds and for the purpose of, among other things, amending or adding certain provisions such as redemption, guarantees or covenant provisions. The Supplemental Indentures and the Supplemental Lease Agreements are to be in the form approved by Bond Counsel (as hereinafter defined) and agreed to by the Company and the owners of the Bonds, and the signatures of the aforesaid officers upon the Supplemental Indentures and the Supplemental Lease Agreements as so executed shall be deemed conclusive evidence of their due exercise of the authority vested in them hereunder.

SECTION 2. The Parish President and Secretary of the Parish Council are hereby further authorized and directed for, on behalf of, and in the name of the Issuer to execute and deliver any and all additional instruments, documents and certificates in addition to the documents set forth above as may be required by or provided for in connection with the Supplemental Indentures and the Supplemental Lease Agreements, to do all such acts and things, including filing tax documentation required by the Internal Revenue Service, if any, and the execution of any bond purchase agreements or other agreements or amendments thereof related to the Bonds, or as may otherwise be required for or necessary, convenient or appropriate to the transaction described in this ordinance. Said officers are hereby further authorized and directed to approve for and on behalf of and in the name of the Issuer any changes, additions or deletions in any of the documents, instruments or certificates referred to in this ordinance, provided that all such changes, additions or deletions, if any, as shall be approved by Bond Counsel and consistent with and within the authority provided by the Act. The signatures of the said officers upon such documents set forth above, or as may be otherwise required for or necessary, convenient or appropriate to the financing described in this ordinance, are deemed to be conclusive evidence of their due exercise of the authority vested in them hereunder. The Parish President and the Secretary of the Parish Council also are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions or other papers and perform all other acts (including, without limitation, the filing of any documents to create and maintain a security interest on the properties and revenues pledged under the Indentures) customary to the closing of bond issues as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this ordinance and are further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Supplemental Indentures and the Supplemental Lease Agreements as executed.

SECTION 3. The Issuer does hereby approve the appointment by the Company of J.P. Morgan Securities LLC, SunTrust Robinson Humphrey, Inc. and Citigroup Global Markets, Inc. as remarketing agents for the Bonds (the "Remarketing Agents").

SECTION 4. Foley & Judell, L.L.P., of New Orleans, Louisiana ("Bond Counsel"), is hereby employed to do and perform comprehensive, legal and coordinate professional work in connection with the matters outlined in this ordinance. The fee to be paid Bond Counsel shall be an amount based on the Attorney General's then current Bond Counsel Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount of the Bonds that are remarketed, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, and subject to the Attorney General's written approval of said employment, shall be payable only out of the proceeds of the Bonds or funds provided by the Company.

SECTION 5. This ordinance shall take effect immediately.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the ordinance was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

STATE OF LOUISIANA

PARISH OF ST. JAMES

I, the undersigned Secretary of the St. James Parish Council (the "Parish Council") acting as the governing authority of the Parish of St. James, State of Louisiana (the "Parish"), do hereby certify that the foregoing constitutes a true and correct copy of Ordinance No. 2020-__ adopted by the Parish Council on February 19, 2020 in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010B and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing.

IN FAITH WHEREOF, witness my official signature this 19th day of February, 2020.

Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
FEBRUARY 21, 2020 PAYROLL**

WHEREAS, the employee payroll is February 21, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the February 21, 2020 payroll and further authorizes the Parish President and Director of Finance to execute all necessary documents, including but not limited to wire transfer forms with financial services institutions, to perfect the disbursement of payroll.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, February 20, 2020.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPROVING AND ADOPTING THE REVISIONS TO THE
PERSONNEL POLICY GOVERNING ST. JAMES PARISH EMPLOYEES**

BE IT RESOLVED, by the St. James Parish Council, that the revisions to the personnel policy governing St. James Parish Council employees, adopted January 20, 1993 and last revised on May 1, 2019, are hereby approved and adopted, and the revised personnel policy will become effective February 19, 2020.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

Linda Hubbell
Secretary

(S E A L)

8. Travel

- 8.1 Transportation - To For reimbursement, the following regulations are prescribed:**
- 8.1.1 ~~Travel should be reserved for an exempt employee unless the position requires training and/or certifications only available off parish property.~~
 - 8.1.2 In any case where a non-exempt employee sees the need to travel, the supervisor must document the hours the employee attended the trainings or meetings. Please see Personnel for further instructions on how to document.
 - 8.1.3 Mileage allowance shall be authorized for travelers using personally owned vehicles while in the conduct of official Parish business.
 - 8.1.4 Mileage shall be reimbursable based on the per mile rate as stated in the Louisiana Travel Guide Policy and Procedure Memorandum 49 as provided by the State of Louisiana, Division of Administration, effective July 1 of each year.
 - 8.1.5 The traveler shall be required to pay all operating expenses of the vehicle such as, but not limited to fuel, repairs, replacement of parts, and insurance.
 - 8.1.6 Reimbursement for mileage by use of personally owned vehicles will not exceed the cost of commercial airfare transportation.
 - 8.1.7 When privately owned vehicles are used for out of Parish travel, the employee must document the mileage reimbursement, in writing, by using a website mileage calculator or a published software package for calculating mileage. The employee is to print the page indicating the mileage and attach it to their travel expense reimbursement form, the purpose of the trip, date, and times. This request must be signed by the employee's Director indicating approval of the trip and certifying that the travel was in fact accomplished. The Department Director must approve the travel reimbursement before payment is made.
 - 8.1.8 Employees driving parish owned vehicles are required to have prior approval by the Parish President when using the vehicle for getting to and from work. St. James Parish Government employees, or any others approved by the Parish President, holding the required and appropriate vehicle operator's licenses can operate parish owned vehicles and equipment. Parish officials and employees using either Parish-owned vehicles or personally- owned vehicles on official Parish business will be reimbursed for storage and parking fees, ferry fares, and road and bridge tolls.
 - 8.1.9 Travel other than by Parish-owned vehicles or personally-owned vehicles by Parish employees on Parish business shall be reimbursed up to the cost of commercial airfare upon the presentation of receipts from a bona-fide commercial carrier attached to the travel expense record in exception to extraordinary circumstances.
- 8.2 Meals (Including Tips) - In-State/Out-of-State Travel - For purposes of reimbursement, the following rates will apply:**
- 8.2.1 When travel with overnight stay is required, as determined by the Department Director or Parish President, travelers will be reimbursed a per diem rate (no receipts required) according to the following schedule:
 - In state travel - \$ 65 per day
 - Out of state travel - \$ 75 per day
- ~~Single Day Travel: Upon presentation of signed, itemized receipts, meals will be reimbursed up to \$12.~~

- 8.2.2 ~~Travel with Over Night Stay: When travel with overnight stay is required, as determined by the Department Director, Chief Administrative Officer, or Parish President, travelers may be reimbursed for meals, upon presentation of signed, itemized receipts, according to the following schedule:~~
- ~~Breakfast – Maximum \$13~~
 - ~~Lunch – Maximum \$19~~
 - ~~Dinner – Maximum \$36~~
- 8.2.3 ~~The Parish President, Parish Councilmen, Department Directors, Chief Administrative Officer, and Assistant Department Directors will be reimbursed for the following:~~
- 8.2.3.1 ~~The total cost of meals (breakfast/lunch/dinner) for any one (1) day for In State may not exceed seventy five dollars (\$75.00).~~
- 8.2.3.2 ~~The total cost of meals (breakfast/lunch/dinner) for any one (1) day for Out State may not exceed eight five dollars (\$85.00).~~
- 8.3 **Lodging**
- 8.3.1 ~~Employees may be reimbursed actual expenses for lodging, not to exceed \$200.00 (plus tax) per day. For employees attending conferences or trainings for which a registration is required, lodging expenses will be reimbursed at the conference room rate. Receipts from a bona fide hotel or motel for lodging shall be submitted and attached to the travel expense record.~~
- 8.3.2 ~~The Parish President, Councilmen, Chief Administrative Officer, Department Directors, and Assistant Department Directors will be reimbursed actual expenses for lodging. Receipts must be submitted and attached to the travel expense record.~~
- 8.4 **Other Expenses** - Only the following expenses incidental to travel may be reimbursed upon documentation of proper receipts:
- Communication expense relative to official Parish business.
 - Registration fees.
 - Charges for storage and handling of equipment.
 - Taxi and bus fares.
 - Limousine services to and from terminals or stations.
 - Vehicle Rental - when determined to be in the best interest of the Parish and approved prior to rental of vehicle when approved by the Director, Chief Administrative Officer or Parish President.
- 8.4.1 Travel advances are limited to lodging, commercial transportation, and registration fees.
- 8.4.2 Travel outside of the Parish is subject to the approval of the employee's Department Director or the Parish President prior to the scheduling of a trip. In the event a traveler cancels/changes travel plans, the traveler will reimburse the Parish for any non-refundable expense related to commercial transportation, airfare, lodging, registration fees, etc., except when extenuating circumstances forced the cancel/change (determined by the parish president)
- 8.5 **Extraordinary Meals and Expenses**
- 8.5.1 The Parish shall reimburse employees for extraordinary meals and expenses on occasions when, as a matter of extraordinary courtesy or necessity, it is appropriate and in the best interest of the Parish to use public funds for provision of a meal to a person or employee who is not otherwise eligible for such reimbursement or where reimbursement is not available from another source.

Effective

- 8.5.2 Such extraordinary expenses shall include meals and accommodations for visiting dignitaries, executive level elected officials, or employees from other governmental units. This explicitly does not include normal visits, meetings, reviews, etc., by federal or local representatives. Extraordinary expenses may also include when Parish employees are required to leave the office to handle emergencies or respond to unusual circumstances.
- 8.5.3 All extraordinary expenses must have prior approval from the Parish President and/or Department Director. Such expenses shall include the names, official titles, or affiliations of all persons for whom reimbursement of expenses is being requested.

Effective

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT'S OFFICE TO
ADVERTISE AND RECEIVE BIDS FOR FIREFIGHTING EQUIPMENT**

WHEREAS, fire departments protect lives and property; and,

WHEREAS, firefighting equipment, including SCBA's, Bunker Gear and Fire Hose, are needed for many types of emergency situations:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Parish President's Office is hereby authorized and empowered to advertise and receive, according to law, competitive bids for firefighting equipment.

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved by adaption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A CONTRACT WITH PG CONSULTING, LLC FOR CERTAIN INFORMATION TECHNOLOGY SERVICES

WHEREAS, assistance is needed by St. James Parish Information Technology for a knowledge base and support; and,

WHEREAS, Information Technology long and short term milestones and benchmarks need to be identified; and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute an extension of the attached contract for an additional six (6) month period between St. James Parish and PG Consulting, LLC. All pricing and other contract terms to remain unchanged.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

PGC SOLUTIONS PROPOSAL FOR CONSULTING SERVICES

For St James Parish Government

OVERVIEW

PGC Solutions is pleased to submit this proposal for consulting services to support St James Parish Government in achieving its goals for improving IT infrastructure satisfaction by providing knowledgeable and accurate support for its infrastructure. We have partnered with dozens of IT Services to offer the best of breed solutions committed to improving the customer experience through convenience, accuracy, and timely delivery.

The Objective

- Need #1: Provide infrastructure support to IT staff
- Need #2: Assess projects needing completion
- Need #3: Long term strategy for St James Parish

OUR PROPOSAL

St James Parish Government has a reputation for use and deploying of bleeding edge technologies. However, faced with changes in staff, infrastructure age and performance which impacts day to day activity, a long-term strategy is needed improve IT applications. These limitations prevent taking full advantage of improvements in technology, St James Parish Government faces the unwieldy task of improving employee experience.

We have developed a consulting approach to help businesses stay ahead of trends and propose that St James Parish Government implement a logical and fiscally responsible, long term solution focused on management and improving employee experience. Our consulting can enable St James Parish Government to fully realize the benefits of improved productivity throughout. Most importantly, we provide the consulting and support for all new solutions that ensures your staff can ramp up quickly and realize concrete improvements in infrastructure, employee satisfaction, and lower trouble metrics.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for <45 days> from the date of this proposal:

Services Cost one-year term contract by hour	
Yearly agreement (Flat rate no hourly limit. SLA agreement to be 2-hour response at 24/7 365)	6000.00
Contact numbers (225)372-7069 and/or (985)513-4109	

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

CONCLUSION

We look forward to working with St James Parish Government and supporting your efforts to improve your IT infrastructure and employee experience. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering an effective IT support solution.

If you have questions on this proposal, feel free to contact Paul Gilmore at your convenience by email at pgilmore@pgconsultingllc.com or by phone at (985)513-4109. We will be in touch with you the first week of February to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Paul G. Gilmore

Managed Services Agreement

This Managed Services Agreement for Company Services (as defined below) ("Agreement") is made by and between PG Consulting LLC, on behalf of itself and its U.S.-based subsidiaries, affiliates and successors (collectively referred to herein as "Company") and St James Parish Government ("Customer"), with offices located at 5800 LA-44, Convent, LA 70723. Company or its providing affiliate may sell, install and maintain certain voice, data and wireless equipment at Customer locations within the continental United States as described in the applicable Service Order, Managed Services Order, Time and Material Order, PO and/or other forms supplied by Company which are submitted by Customer and subsequently accepted by Company (collectively and individually, the "Company Services"). The data and telecommunications equipment and Company Services provided herein are for Customer's use and not available for resale. This Agreement is binding after execution by both parties. Acceptance of this Agreement by Company is subject to Customer meeting Company's credit terms and conditions, which may be based on commercially available credit reviews and to which Customer hereby consents. Neither this Agreement, nor any Service Order, Managed Services Order, or Time and Material Order, will be effective until accepted by Company as evidenced by the signature of a duly authorized representative of Company.

1. Definitions.

II. Managed Services:

(i) "Managed Services" means the Company's service offering defined in Section 9 below.

(ii) "Managed Services Order" means an order for Managed Services made during the term of this Agreement, on the forms supplied by Company as submitted by Customer and subsequently accepted by Company. Such Managed Services Order shall specify the commencement date for such Managed Services, installation and maintenance location, port count and the monthly recurring charges for such Managed Services.

(iii) "CPE" means the pre-purchased Customer owned Customer premise equipment, cables, connectors, and/or software described in the applicable Managed Services Order and/or PO submitted by Customer and subsequently accepted by Company. Software for purposes of this section shall mean embedded software, unless non-embedded software is explicitly identified in the applicable Managed Services Order and/or PO.

III. Time and Material Services:

(i) "Time and Material Services" means the Company's service offering defined in Section 10 below.

(ii) "Time and Material Order" means an order for Time and Material Services made during the term of this Agreement, on the forms supplied by Company as submitted by Customer and subsequently accepted by Company.

IV. General:

(i) "Major Failure" means (i) the Hardware/CPE cannot make or receive any voice or data call, (ii) any of the attendant consoles cannot make or receive any voice or data call, (iii) twenty percent (20%) or more of either the trunks or stations are inoperable, (iv) any of the T1 circuits are inoperable, or (v) any Additional Conditions specified in the applicable Company-supplied order form.

(ii) "Purchase Order" or "PO" means Customer's standard purchase order(s) used to order Company Services contemplated herein. Specify whether Customer's internal processes require Customer to issue a PO to facilitate payment for the Company Services identified in this Agreement. YES or NO (please circle one). If a PO is required, Customer will use its good faith efforts to provide such PO to Company along with the applicable executed order form, provided however, in the event Customer fails to provide such PO with this executed order form, Customer will provide Company such PO within five (5) days from the date of Customer's execution of such order form. Customer shall remain liable for all payments due, and the associated due dates, hereunder regardless of whether Customer secures an Internal PO. The terms and conditions of this Agreement, including any attachments (including without limitation the standard Company-supplied Service Order(s), Managed Services Order(s), and/or Time and Material Order(s)), will supercede all terms and conditions set forth in the Customer's PO regardless of the date indicated on the PO. Any additional or alternative terms and conditions accompanying or printed on such PO shall be without effect to the extent inconsistent with this Agreement, unless such alternative conditions are expressly agreed to in writing by both parties. Additionally, the parties agree that Company's standard payment milestones for Equipment purchases shall apply to any purchases made utilizing a PO, unless otherwise set forth on the applicable Company-supplied Service Order submitted by Customer with the PO or expressly agreed to by the parties in writing. Company's standard payment milestones are as follows: Fifty Percent (50%) of the Project Price as invoiced by Company upon execution of the Service Order and/or PO, Forty Percent (40%) of the Project Price at Delivery as invoiced by Company in accordance with the Agreement, and Ten Percent (10%) of the Project Price at Cutover as invoiced by Company in accordance with the Agreement. Any alternative payment milestones reflected on a PO which were not agreed to by the parties shall be without effect.

(iii) "Premises" means the Equipment or CPE installation location as identified in the applicable Service Order, Managed Services Order, Time and Material Order and/or PO.

(iv) "Customer Change Order" or "CO" means an order, made on forms supplied by Company, submitted by Customer and subsequently accepted by Company, modifying an existing Service Order, Managed Services Order or an order for additional services provided by Company to Customer. Customer agrees to sign a CO as a courtesy to Company. However, for purposes of avoiding delays in the procurement and provision of Company Services to Customer, if Company provides the Company Services requested by Customer, as set forth in a CO and Company does not receive the applicable CO signed by Customer within five business (5) days after the provision of such Company Services, then Customer will have been deemed to have approved the CO as of such fifth (5th) business day following provision of such Company Services and Customer shall be responsible for payment for such Company Services in accordance with the terms and conditions of the Agreement and the CO.

2. **Term.** The term of this Agreement shall commence on the date it is fully executed by Company and shall remain in full force and effect through the expiration of any applicable Service Order, Managed Services Order, Time and Material Order and/or PO submitted by Customer and subsequently accepted by Company. In the event this Agreement is terminated pursuant to Section 6, the terms and conditions of this Agreement will survive with respect to any Service Order and/or PO accepted by Company outstanding at the time of termination, and shall continue in full force with respect to such Service Order and/or PO until the full performance of the terms of the Company accepted Service Order and/or PO.

3. Invoicing and Charges.

3.1 Company shall submit invoice(s) to Customer for all charges due under this Agreement, including without limitation any installation, shipping, upgrading and restocking charges. Invoices will be issued in accordance with the applicable Service Order, Managed Services Order and/or Time and Material Order. Customer will pay the amount invoiced within: (i) thirty (30) days after the date of the invoice for Managed Services, Time and Material Services, and/or Moves, Adds and Changes ("MAC") work, or (ii) ten (10) days after the date of the invoice for Hardware, Software, and/or any other Company Services identified in the applicable Service Order. Any and all enrollment fees, subscription charges, surcharges or other similar fees associated with electronic invoicing requested in writing by Customer and agreed to by Company will be the Customer's responsibility. Customer may not withhold payment of any amount invoiced based on abatement, reduction, set-off, defense, counterclaim or recoupment in connection with any past, present or future claim Customer may allege against Company for charges not covered under this Agreement or against the manufacturer of any equipment or any other third party. In the event Company does not receive full payment within thirty (30) days of the invoice date, Company, in its sole discretion, may assess an additional charge against Customer in the amount of one and one-half percent (1½%) per month or the maximum rate allowed under applicable law, whichever is less, on any unpaid amounts. Amounts paid in advance or in excess of the amount invoiced will be applied to outstanding or future invoices, provided, however, that if this Agreement expires or is earlier terminated and there are no outstanding amounts owed or invoiced, any unused portion of the advance or excess payment(s) will be refunded to Customer.

3.2 All charges are exclusive of federal, state and local sales, use, excise, utility and gross receipts taxes, other similar tax-like charges, and tax-related surcharges, which Customer agrees to pay. Taxes based on Company's net income shall be the sole responsibility of Company. In the event that Customer provides Company with a duly authorized exemption certificate, Company agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by Company.

3.3 Failure to remit payment when due may result upon Customer notification, in interruption or cancellation of Company Services under this Agreement. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges owed hereunder. Company may refuse to ship any equipment, provide Managed Services or fulfill a Customer Service Order, Managed Services Order, Time and Material Order and/or PO for Equipment if (i) Customer provides false information to Company regarding Customer's identity, creditworthiness, or its planned use of the equipment, (ii) any outstanding balance is due for equipment purchased under this Agreement, or (iii) Company no longer offers the Equipment or provides Managed Services on the CPE or other equipment on a commercial basis. Any deposit Customer provides to Company with a Service Order or CO will be promptly returned to Customer if Company declines to accept the Service Order. The unused portion of any pre-payments received from Customer for Managed Services pursuant to the applicable Managed Services Order or CO will be promptly returned to Customer following the occurrence of the event described in Section 3.3(iii) above.

4. **Confidential Information.** Commencing upon Customer's execution of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of the receiving party, (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order.

5. Limitation of Liability and Limited Warranty.

5.1. Neither party will be deemed to be negligent, at fault or liable in any respect for any delay or failure in performance resulting from acts of God, war, accidents, labor disputes, strikes, power interruptions or outages, manufacturer delays, inability to secure equipment as a result of end-of-life issues, or any other cause beyond the reasonable control of the party delayed, provided, however, that such acts or events shall not relieve Customer of its obligation to make payments for invoiced amounts. In no event shall Company be obliged to provide credits for service interruptions to Customer's network telecommunication services on products and services already delivered.

5.2. Company will provide Customer the limited warranty set forth in Section 9 based on the Company Services purchased hereunder. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HARDWARE, SOFTWARE, MANAGED SERVICES, TIME AND MATERIAL SERVICES, ANY OTHER EQUIPMENT OR RELATED PRODUCT, SOFTWARE OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ALLEGED VIOLATIONS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS WHICH ARISE SOLELY AS A RESULT OF THE CONDUCT OF CUSTOMER. WITHOUT LIMITING ANY OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 9.2, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR DIMINISH THE WARRANTIES AND SUBLICENSES, IF ANY, OF THE HARDWARE AND/OR SOFTWARE MANUFACTURER, WHICH PASS THROUGH COMPANY AND INURE TO THE BENEFIT OF CUSTOMER.

5.3. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, TREBLE, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, HARDWARE, SOFTWARE, RELATED PRODUCTS, DOCUMENTATION AND/OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY OR STRICT LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.4 WITHOUT LIMITATION OF THE PROVISIONS OF SECTION 5.3 ABOVE, THE TOTAL LIABILITY OF COMPANY, TO CUSTOMER IN CONNECTION WITH: (A) THE PURCHASE OF HARDWARE, SOFTWARE AND/OR TIME AND MATERIALS SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN BY CUSTOMER OR (ii) THE TOTAL AMOUNTS PAID BY CUSTOMER TO COMPANY FOR THE SPECIFIC PRODUCT OR SERVICE FORMING THE BASIS OF THE CLAIM OR CAUSE OF ACTION, OR (B) FOR THE MANAGED SERVICES UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN BY CUSTOMER OR (ii) THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. COMPANY SHALL NOT BE LIABLE FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S USE OF REASONABLE DILIGENCE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN TWO (2) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER. HOWEVER, NOTHING IN THIS SECTION 5.4 SHALL LIMIT COMPANY'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S NEGLIGENCE, OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY COMPANY'S NEGLIGENCE.
6. **Termination.**
Either party may terminate this Agreement for Cause. For all other matters, Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
7. **Indemnification.**
Customer and Company agree to defend at their expense, indemnify, and hold harmless each other from and against any third party claims, suits, damages and expenses asserted against or incurred by such party ("Indemnitee") arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). Notwithstanding any other provision of this Agreement, the Indemnifying Party shall pay all damages, settlements, expenses and costs including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee as set forth in this Section 7, including, without limitation, reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred in enforcing this Section 7.
8. **Customer Responsibilities.** Customer's responsibilities and obligations under this Agreement include the following:
- 8.1 Provide Company and its subcontractors with immediate access (twenty-four (24) hours per day, seven (7) days per week during the Term) to Customer facilities, overhead and under floor cable ducts, Premises and Equipment and/or CPE as may be necessary or useful for Company to meet Company's requirements identified herein.
 - 8.2 Immediately report detected failures by calling the Support Center at the number provided by Company, and provide information requested by Company, its subcontractors, or Company's designated point of contact that is necessary or useful for Company to meet Company's requirements identified herein.
 - 8.3 Endorse Customer's name upon any Uniform Commercial Code filings reasonably necessary to protect Company's, Company's subcontractor's or Company's assignee's interest, if any, in the Equipment. Consistent with this obligation, Customer hereby authorizes Company or Company's assignee to endorse Customer's name upon any such Uniform Commercial Code filings.
 - 8.4 Obtain, as may be necessary and at Customer's cost, all permits, licenses, variances and other authorizations required by state and local jurisdictions for installation and operation of the Equipment.
 - 8.5 Provide adequate building, space, circuitry, and power in accordance with the standards established by Company for proper installation and operation of the Equipment and/or CPE.
 - 8.6 Ensure that adequate back-up power to the Equipment and/or CPE exists in the event of a power failure, interruption or outage.
 - 8.7 Provide a well-lighted and safe working area that complies with all local safety standards and regulations for Company employees and subcontractors.
 - 8.8 Provide Company employees and subcontractors with proper security clearances as required. If security passes are required for the Company employee or subcontractor or the equipment brought with such person, Customer must be available to provide all required badges, passes, etc. at the time the Company employee or subcontractor arrives at the Customer Premises.
 - 8.9 Customer agrees to ensure that any equipment to be replaced ("Replaced Equipment") is free of any encumbrances at the time of any exchange. Customer further agrees to remove all external attachments or objects from the unit of Replaced Equipment before the time of exchange. Customer gives up all rights to any such items not removed once Company removes the Replaced Equipment from Customer's Premises.
 - 8.10 Provide Company employees and subcontractors all appropriate communications product and service documentation, installed equipment lists, cabling and equipment locations, configuration and maintenance of any software and any software upgrades or back-ups related to the Equipment and/or CPE.
 - 8.11 Appoint an administrator (the "Customer Contact") knowledgeable in Customer operational requirements as a point of contact to Company and with the authority to act on Customer's behalf.
 - 8.12 Follow all installation, operation and maintenance instructions provided by the Equipment and/or CPE manufacturer(s).
 - 8.13 Agree to execute and abide by the terms of the manufacturer's software licenses.
 - 8.14 Neither Customer nor its affiliates shall solicit any PG Consulting LLC and Company shall not solicit any of customers' employees with an offer of employment during the term of this Agreement and for one (1) year after termination. Should such a hiring of an employee take place, PG Consulting LLC will be entitled to damages and/or compensation directly from the hiring party in the amount of twenty (20) percent of the employee's total annual compensation.

9. **Managed Services** In addition to the terms and conditions of this Agreement the following terms and conditions shall apply only to the purchase of Managed Services under this Agreement:
- 9.1 **Managed Services Order Term and Pricing.** The term of each Managed Services Order (each a "Managed Services Order Term") shall commence on the date specified therein and cover a period of one (1) year (each a "Contract Year"), unless a period other than one (1) year is expressly specified in the applicable Managed Services Order and accompanying Managed Services Attachment A. The pricing for the Managed Services is outlined in Managed Services Attachment A or accompanying Managed Services Order. The rate for each subsequent year may increase no more than five percent (5%) than the previous year.
- 9.2 **Limited Warranty:**
- 9.2.1 During the term of this Agreement, Company warrants that the CPE will have been installed and maintained in a good and workmanlike manner subject to the limitations set forth in Section 9.2.2 below
- 9.2.2 The limited warranty described herein does not include efforts to remedy, repair or replace as a result of: (i) accident or neglect, (ii) problems relating to or residing in other hardware, software or services with which the CPE is used, (iii) use of the CPE in an environment, in a manner or for a purpose for which it was not designed; (iv) problems relating to or residing in the power supply or other circuitry, except as provided by Company; (v) installation, modification, alteration or repair of the CPE or Software by anyone other than Company or the manufacturer; and (vi) problems with the unstable condition of the CPE due to age or obsolescence. Company disclaims any liability, following removal, relocation and reinstallation, for the non-operation or degradation in performance of the CPE deemed by Company to be in unstable condition.
- 9.3 **Early Termination of Managed Services Order:**
- If (a) Customer terminates this Agreement or a Managed Services Order for reasons other than Cause, or (b) Company terminates this Agreement for Cause, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to twenty five percent (25%) of the Total Monthly Recurring Charges (as defined in the applicable Managed Services Order and/or PO) for the Managed Services provided hereunder for each month remaining in the unexpired portion of the Contract Year (as defined in the Managed Services Order) of the applicable Managed Services Order Term ("Early Termination Fee") terminated pursuant to this Section 9.3
- 9.4 **Company Responsibilities:**
- 9.4.1 Company shall maintain the items of CPE purchased independently by Customer, as set forth in the applicable Managed Services Order and/or PO. Customer hereby grants Company the exclusive right to maintain such CPE during the term of this Agreement.
- 9.4.2 Company shall provide, on a commercially reasonable basis, maintenance service on the CPE, as more fully described in Section 9.4.3 ("Maintenance Service"). In performing its maintenance obligation, Company may, in its discretion, seek and obtain the assistance of contractors or the vendors or manufacturers of the CPE maintained hereunder.
- 9.4.3 Maintenance Service, as defined herein, includes the following:
- 9.4.3.1 Use commercially reasonable efforts to isolate any problems with the CPE and to provide service within the hours set forth in the applicable Managed Services Order and/or PO following receipt of Customer's notification or Company being made aware that the CPE is inoperative
- 9.4.3.2 Investigate trouble reports initiated by Customer and repair or replace, at Company's sole discretion, any of the CPE that fails to meet the manufacturer's published operating specifications for the CPE during the term of this Agreement
- 9.4.3.3 Company will use commercially reasonable efforts to respond to Major Failures within two (2) Business Hours (as hereinafter defined) following notification by Customer Contact and within twenty-four (24) hours (excluding weekends and Company observed holidays) of notification by Customer Contact for all other failures. Response by Company outside of Business Hours will be billed at the hourly MAC rates as identified in Section 11 below. "Business Hours" means the hours of service under the specific Service Plan that Customer selects in the applicable Managed Services Order.
- 9.4.4 Maintenance Service shall not include or apply to the following:
- 9.4.4.1 Electrical work external to the CPE or otherwise considered "in-house wiring".
- 9.4.4.2 Repair or replacement of failed equipment caused by factors outside of the CPE, such as fire, accident, misuse, vandalism, water, lightning, or failure of Customer's Installation Site to conform to manufacturer specifications
- 9.4.4.3 Use of the CPE for other than the intended purpose.
- 9.4.4.4 Repair of damage caused by the maintenance or repairs performed by a person other than a Company employee or person authorized by Company
- 9.4.4.5 Supplies, accessories, painting, or refurbishing of the CPE.
- 9.4.4.6 Relocation, additions, or removal of the CPE, parts, or features not furnished by Company or use of the CPE with other equipment that fails to conform to manufacturer specifications.
- 9.4.4.7 Power or back-up power to or from the CPE, unless otherwise agreed by the parties in the applicable Managed Services Order
- 9.4.4.8 Configuration of software associated with the CPE, unless expressly stated on the Company accepted Managed Services Order.
- 9.4.4.9 Any network "telco" issues, including without limitation customer network issues (e.g. LAN/WAN)
- 9.4.4.10 Repair of damage caused by problems relating to or residing in the power supply or other circuitry.
- 9.4.4.11 Any labor or material costs for or necessitated by CPE replacement or the time and expense incurred to procure parts, modules, subassemblies, boards, components, software, and related material, when the Company determines that, due to CPE's age or obsolescence, repair or replacement parts are not readily available, or the CPE is beyond repair.
- In the event Customer requests Company to perform any one or more of the activities identified in this Section 9.4.4 and Company agrees to do so, which will be reflected in a CO or Managed Services Order, signed by both parties, Customer will pay Company the applicable MAC charges in accordance with Section 12. Company and its subcontractors will not be responsible or liable for Customer's failure to adequately duplicate or document files or for data or files lost during the course of performance of services hereunder.

9.4.5 Managed Services shall not include charges incurred by Company to access the applicable CPE manufacturer's technical assistance center ("TAC") if such TAC support is required for Company to perform the Managed Services. In the event such TAC support is not provided by the applicable manufacturer to Company at no cost, Company will pass the cost of such TAC support through to Customer, which Customer agrees to pay in accordance with this Agreement.

9.5 **Service Level Agreement (SLA) Guarantee.** If during any month of the Managed Services Order Term identified in Section 2 of the applicable Managed Services Order, Customer is dissatisfied with the Managed Services ("SLA Guarantee"), then Company will credit Customer for the monthly Managed Services charge for such month for the affected Customer Premises subject to the following terms and conditions. If this Agreement covers more than one Customer Premises, Customer is required to specify at which Customer Premises Company failed to meet the SLA Guarantee and Customer will receive a credit in an amount equal to the monthly Managed Services charge for that specific Customer Premises only. Customer may request the SLA Guarantee credit by stating its reasons for its dissatisfaction with the Managed Services in writing to Company. The SLA Guarantee can be requested a maximum of three (3) times per Contract Year under this Agreement. The SLA Guarantee is only available for the Managed Services provided pursuant to this Agreement.

9.6 **Service Level Agreement.**

- (a) **Voice Systems Managed by PG Consulting LLC.** During the Warranty/Managed Services Period, if warranty work is necessary on the Voice System, PG Consulting LLC will, at its option (i) repair the Voice System in place or (ii) accept return of components for repair or replacement. Such repair or repair or replacement, including both parts and labor, will be at PG Consulting LLC's expense. Repair or replacement parts shall be new or fully reconditioned to be the functional equivalent of new and carrying the same warranty. Except as set forth in subsection (a,iii) of this Section 12 immediately following this subsection, service shall be performed by an PG Consulting LLC technician between 8:00 am and 5:00 pm Monday through Friday, except PG Consulting LLC holidays. If service is required between 5:01 pm and 7:59 am weekdays or on weekends or holidays, the labor portion of the service required will be charged at then prevailing time and material rates with a minimum four hour call-out; however, the hardware or software required will be no charge. At Customer's request, an PG Consulting LLC technician may perform add's moves and changes at PG Consulting LLC's prevailing time and material rates. (iii) PG Consulting LLC will respond remotely or on-site as may be necessary to requests to perform service for a major outage of the Voice System ("Emergency Service"). PG Consulting LLC shall respond remotely within two (2) hours and if necessary dispatch a technician to the Premises within four (4) hours of Customer's request for service, without regard to the time of day or the day of the week. Emergency Service will be provided only for Voice System failure resulting in the failure of twenty five percent (25%) or more of all stations and/or trunks, loss of connectivity to Meridian Mail, CallPilot or Symposium servers, or the failure of the attendant console. Normal warranty/maintenance/MAC service requests will be performed within 24 to 48 hours of receipt of request from Customer. Some MAC requests may take longer depending on size and scope of request.
- (b) **Data Systems.** During the Warranty/Managed Services Period, PG Consulting LLC will respond remotely or on-site to correct deficiencies in the Data System within two (2) hours of receipt of request.
- (c) **Dropshipped Voice Systems.** During the Delivered Warranty Period, PG Consulting LLC will provide a depot parts service for malfunctioning components.
- (d) Customer agrees that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty and may result in a denial of software support services. PG Consulting LLC will invoice Customer for labor at PG Consulting LLC's then current rates for Customer-requested System service and Maintenance.
- (e) If Customer orders an Upgrade to an existing system, then "System" shall mean "the existing system as upgraded by the System".

9.7 **WARRANTY EXCLUSIONS.**

- (a) **Warranty Service excludes repairs for:** (i) Force Majeure conditions or any other cause not attributable to PG Consulting LLC; (ii) Customer's failure to follow operation, maintenance, or environmental requirements described in the manufacturer's manuals or product bulletins, or PG Consulting LLC manuals and other documentation; (iii) Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the System without PG Consulting LLC's written consent; (iv) Customer's or third party's mishandling, abuse, misuse or damage to the System; (v) relocation of the System without PG Consulting LLC's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications); or (vi) failures or changes required by the local exchange company, interexchange carrier, the power company or other transmission providers. Upon Customer's request, PG Consulting LLC may, at its option, perform repairs at PG Consulting LLC's then current rates, or cancel its obligations without liability.
- (b) **Warranty Service excludes:** (i) electrical work external to the System; (ii) service which is impractical for PG Consulting LLC to render because of Equipment alterations or its connection to other devices, or because of alterations to operating systems; (iii) systems engineering services, programming, and operations procedures of any sort; or (iv) service calls which result in "no trouble found". Upon Customer's request, PG Consulting LLC may perform these services at PG Consulting LLC's then current rates.

10. **Time and Material Services:** Except as expressly set forth herein, and in addition to the terms and conditions of this Agreement, the following terms and conditions shall apply only to Time and Material Services under this Agreement:

10.1 **Time and Material Orders.** In the event Customer wishes to purchase Company Services on a time and material basis for a site not covered by a Managed Services Order, Customer shall execute a Time and Material Order. Upon execution of a Time and Material Order, Company will provide Company Services on the equipment constituting Customer's voice, data or wireless systems (the "System") at such Service Location specified by Customer in the applicable Time and Material Order. Customer warrants that it is the owner or licensee of each item of equipment constituting part of the System, including hardware, firmware or software, with respect to which Company will provide Services hereunder.

10.2 **Limited Warranty.** During the term of this Agreement, Company warrants that the Company Services performed pursuant to a Time and Material Order will be performed in a good and workmanlike manner.

10.3 **Hours of Service**

10.3.1 Upon Customer's notification, Company will provide Customer a timeframe as to when it will be able to provide the Company Services identified in the applicable Time and Material Order. Such timeframe is provided as a courtesy and does not obligate Company to perform within such timeframe.

- 10.3.2 On-Site Service.** Company will provide any on-site and/or remote assistance at Customer's Premises between the hours of 8:00 A.M. and 5:00 P.M., Premises between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday.
- 10.3.3** The rates and charges for labor, travel, parts and materials are identified in the applicable Time and Material Order. Company will bill Customer a minimum of two (2) hours for labor, plus travel time, if any, required to perform the Company Services identified in the applicable Time and Material Order. Unless otherwise specified in the applicable Time and Material Order, parts/materials will be at Company's then prevailing rates in existence at the time such Company Services are performed. Rates are subject to change at Company's discretion and without notice to Customer. In the event Company incurs charges for accessing the applicable equipment manufacturer's TAC support while performing Time and Material Services, and such TAC support is not provided by the applicable manufacturer to Company at no cost, Company will pass the cost of such TAC support through to Customer, which Customer agrees to pay in accordance with this Agreement.
- 10.3.4 Remote Service.** Any remote diagnostics and/or repair provided by Company will be billed a minimum one (1) hour charge.
- 11. Moves, Adds and Changes.**
In the event Customer desires to move, add or change the configuration of Customer's Equipment/CPE, or to bring Customer's Premises in compliance with the specifications identified in the applicable Service Order (collectively referred to as "MAC"), Customer agrees to pay to Company (i) charges for all materials/parts needed to accomplish the requested work (ii) charges for all labor required to complete the requested work, at Company's then-current hourly rate and subject to Company's standard minimums, and (iii) Company's travel charges incurred with the requested work. Materials and parts will be billed at current list prices at the time such materials/parts are purchased.
- 12. Miscellaneous.**
- 12.1 Subcontracting.** Company may subcontract any or all of the work to be performed by and under the terms and conditions of this Agreement. Company will be responsible for the work of such subcontractors and for the fulfillment of the terms and conditions of the Agreement.
- 12.2 Notices.**
- 12.2.1** Any notices or other communication required to be given to the other party under this Agreement will be given in writing and either (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by United States Postal Service certified or registered mail, return receipt requested, properly addressed and with the correct postage or electronically.
- 12.2.2** Notices to Customer are to be sent to the address set forth on the first page of this Agreement. Notices to Company are to be sent as follows: PG Consulting LLC, 9526 Silver Bell Place, Waggaman, Louisiana 70095.
- 12.2.3** Notices will be deemed delivered and effective (i) the day of delivery if in person, (ii) the day of delivery if sent by courier service or (iii) three (3) business days after the date of mailing. Addresses may be changed by giving written notice in accordance with this Section 12.2.
- 12.3 Toll Fraud Disclaimer.** Company makes no representation or warranty that the equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the Equipment or CPE (including any interconnection to a long distance network).
- 12.4 Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its choice or conflicts of law principles.
- 12.5 Independent Contractor Status.** Company's relationship to Customer in the performance of this Agreement is that of an independent contractor. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between Company and Customer.
- 12.6 Export and Legal Compliance**
- 12.6.1.** Customer acknowledges that certain equipment, software and technical data, which may be provided hereunder, may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer shall not export or re-export any such equipment, software, technical data or any direct product thereof in violation of any such laws.
- 12.6.2.** Customer shall comply with all laws and regulations, including but not limited to import and customs laws and regulations.
- 12.7 Liens and Encumbrances.** Until the Hardware is paid for in full by Customer to Company, Customer agrees to keep the Hardware free and clear of any and all claims, liens, security interests and other encumbrances, except as required by Company herein. Any act by the Customer to create a claim, lien, security interest or encumbrance upon the Hardware until such time as Customer has paid to Company the total Project Price for any and all equipment purchased hereunder shall be void.
- 12.8 Survival.** The rights and responsibilities of the parties hereto under the provisions, which by their nature extend beyond any such expiration or termination, shall survive expiration or earlier termination of this Agreement.
- 12.9 Assignment.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, provided that Company may assign this Agreement, in whole or in part, or any of its rights hereunder to an affiliate or successor without the written consent of or notification to Customer.
- 12.10 Use of Service Marks, Trademarks and Name.** Under no circumstance shall a party, as a result of this Agreement, obtain any ownership interest or other right in any patents, pending patents applications, trade secrets, copyrights, names, trademarks, tradenames, servicemarks, logos or other intellectual property rights.
- 12.11 Modifications, Invalidity, Waiver.** Except as otherwise provided herein, modification or amendment to this Agreement shall not be valid or effective unless in writing and signed by both parties hereto. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions, which shall be valid and enforceable to the fullest extent permitted by law. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the party granting the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver.
- 12.12 Entire Agreement.** This Agreement and Company accepted Service Order(s), Managed Services Order(s), PO's, Time and Material Order(s), and/or other forms supplied by Company constitute the entire understanding between the parties concerning the subject matter hereof. No prior or contemporaneous representations, expressions, or agreements, either written or oral, or any handwritten modifications, any course of dealing, usage of trade or course of performance under this or other agreements shall alter the terms of this Agreement.

12.13 Signature Authorization. The parties have duly executed and agreed to be bound by this Agreement as evidenced by the signatures of their authorized representatives below. Each party represents and warrants to the other that the signatory identified beneath its name has full authority to execute this Agreement on its behalf. Additionally, in the event Company does not receive an executed original Agreement, Managed Services Order, Service Order, Time and Material Order, or other form supplied by Company within sixty (60) days after Company's receipt of a facsimile copy containing an original Customer signature, Company may countersign such facsimile copy and such document shall be deemed binding and enforceable.

 Authorized Customer Acceptance	 PG Consulting LLC on behalf of itself and its U.S. based subsidiaries, affiliates and successors (collectively referred to herein as "Company"), Authorized Signature
02/27/2018 Date	02/27/2018 Date
Timothy P. Rousse Typed or Printed Name	Paul G Gilmore Typed or Printed Name
Parish President Title	President Title

Consulting, LLC.

The following resolution was offered and moved by adaption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A CONTRACT WITH BECNEL GROUNDS MANAGEMENT FOR LAWN CARE AND VEHICLE CLEANING

WHEREAS, South Vacherie Fire Department wishes to contract with Becnel Ground Management for lawn care and vehicle cleaning; and,

WHEREAS, the governing Board of the South Vacherie Fire Department has recommended approval of the terms and conditions within the attached scope of work and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the contract between St. James Parish and Becnel Grounds Management.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of February 2020.

Signed at Vacherie, Louisiana, this 20th day of February 2020.

(S E A L)

Linda Hubbell
Secretary



Randy P. Becnel- owner/operator
985-665-3218 randypbecnel@gmail.com

Scope of Work

This service agreement is entered into by and between St. James Parish ("Department") and Becnel Grounds Management ("Contractor"). The Department and Contractor hereby agree as follows:

1.0 Relationship of Parties. The Contractor will serve as an independent contractor as defined by La. R.S. 23:1021(6) and La. R.S. 23:1472(E).

2.0 Insurance and Licensing. The Contractor shall remain in full compliance with any and all applicable federal, state, and local laws throughout the term of this agreement.

3.0 Term and Termination. This agreement shall begin on the date originally signed and shall remain in effect perpetually. Either party may terminate this agreement at any time with a thirty (30) day written notice.

4.0 Service Locations. Services will be provided at the three (3) following sites:

- 1.) Fire and Rescue Training Center
29126 Health Unit Road
Vacherie, LA 70090
- 2.) South Vacherie Fire Station #1
19455 LA 643
Vacherie, LA 70090
- 3.) South Vacherie Fire Station #2
29170 LA 644
Vacherie, LA 70090

5.0 Scope of Services. Contractor shall provide all labor, materials, and equipment necessary for the performance of the following services.

5.1 Grounds Care. This service will be provided thirty-two (32) times annually and according to the following schedule:

January- once (1) monthly
February- once (1) monthly
March- twice (2) monthly
April- weekly
May- weekly
June- weekly
July- weekly
August- weekly
September- weekly
October- twice (2) monthly
November- once (1) monthly
December- once (1) monthly

The following services are included are included in each site visit.

- Pick-up and removal of litter and natural debris
- Mowing, trimming, edging of all lawns and around buildings, etc.
- Blowing/sweeping of all concrete/gravel driveways, walkways, and parking areas
- Application of herbicides as needed and in a manner to increase the overall aesthetics of sites

5.2 Auto-Detailing. This service will be provided once (1) monthly to each vehicle currently owned by the department.

6.0 Compensation. Contractor shall submit monthly invoices in the amount of \$658.33 for an annual total of \$7,900.00. Invoice will be mailed on the final day of the month and is due on the final day of the following month.

6.1 Hourly Rate. We shall provide additional services at an hourly rate of \$60.00.

Contractor

Name:

Date:

Department

Name:

Date:

