

Exhibit G.

Neame Industrial Site

Memorandum of Agreement



LOUISIANA CENTRAL
Industry & Entrepreneurship



Neame Industrial Site

Memorandum of Agreement

Certified Memorandum of Agreement Neam Industrial Site

This Memorandum of Agreement ("MOA") is entered into between the REGIONAL ECONOMIC DEVELOPMENT ORGANIZATION ("REDO") of Louisiana Central, and the PROPERTY OWNER of Ambassador Enterprise, LLC, & G&C Leasing, LLC (from now on collectively referred to as "Property Owner"), to pursue the Certification by Louisiana Economic Development ("LED") of the SUBJECT PROPERTY. SUBJECT PROPERTY contains **50 total acres**, more or less, being those portions of land in Vernon Parish in the State of Louisiana, and is generally identified as parcel number: **0405884924A** (see Exhibit A).

The minimum criteria for entry into the Louisiana Industrial Sites Certified Site Program require at least 25 contiguous, buildable acres free of impediments to development such as but not limited to existing structures not appropriate for future commerce, recognized environmental conditions, soil contaminants, wetlands, flood plain, and/or protected species. The exact and final certification site boundary is subject to final determination by an ALTA survey and/or the results of certification due diligence and engineering studies required.

REDO and LED have identified that a strong portfolio of development-ready sites is to the Region's and State's overall economic development resource inventory. REDO has created a partnership program with Property Owners and Local EDOs to pursue certification of development-ready sites through the LED Certified Site Program.

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that REDO and LED intend to pursue Certification of the SUBJECT PROPERTY through LED, to market SUBJECT PROPERTY to potential companies who may be interested in purchasing and developing the site, thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) that will benefit the region. PROPERTY OWNER retains the right to market SUBJECT PROPERTY, at a price per acre specified by PROPERTY OWNER, to potential buyers independent of REDO and LED.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to prospective buyers represented by REDO and LED who may be interested in developing the site, and that PROPERTY OWNER hereby states that the sale price is: **\$19,000** per certified acre which shall be effective for two years following date of certification. In addition to the Certified SUBJECT PROPERTY boundary, additional NON-Certified acreage surrounding the SUBJECT PROPERTY is available for purchase and is referenced in **Exhibit A**. PROPERTY OWNER further agrees to enter into good faith negotiations with prospective purchasers, based on this sale price for the 50-acre lot, and reserves right to increase the price per acre for reduced acreage sales, with further terms, in addition to price, to be defined in a PURCHASE AND SALE AGREEMENT, documented and agreed to between the BUYER and SELLER. PROPERTY OWNER agrees to entertain in good faith, and diligently pursue negotiations from potential purchasers, which shall not be unreasonably rejected, to facilitate such sale of SUBJECT PROPERTY and additional NON-Certified acreage. PROPERTY OWNER is agreeable to subdividing the SUBJECT PROPERTY with a minimum acreage of no less than **Five (5)** contiguous acres with mutually agreeable approval for roadway frontage and associated access/egress.

PROPERTY OWNER represents, and REDO and LED acknowledge, that SUBJECT PROPERTY is not intended for sale or development as a residential or retail use for two years following the completion of the Certification process. This Certified Site Program is intended only for uses compatible with economic development goals, namely industrial, light industrial, office, warehouse/distribution, manufacturing, or other similar uses that promote economic development activities (i.e., specifically not residential or retail uses).

Throughout the period provided for herein, REDO, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct due diligence. Eligible due diligence expenses include but are not limited to engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies, site surveys/assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations. Proposals for eligible due diligence, including scope of work and cost estimates, are subject to LED preapproval. Copies of service agreements, invoices, evidence of payment, and final work product will be available to the PROPERTY OWNER, REDO, and LED after the project. All parties to this MOA acknowledge that, before any work is undertaken, REDO, LED, and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. REDO and LED must approve the SUBJECT PROPERTY before any work is undertaken. REDO and LED will provide the PROPERTY OWNER with a notice to proceed before any eligible work is undertaken. All work completed will be reviewed by LED to determine if the SUBJECT PROPERTY meets the minimum criteria for entry into the Louisiana Industrial Sites Certified Site Program before final certification.

Initials:

OWNER

CLECO

REDO

PROPERTY OWNER has agreed to share the costs of pursuing the Certified Site designation with LED, based on the following percentages:

- The State, through LED, will be paying only up to and not to exceed 75% of these costs and the amount paid by LED shall not exceed the sum of \$1,000 per acre unless a higher amount is specifically approved by LED.
- Cleco Power LLC will be paying only up to and not to exceed 12.5% of these costs and the amount paid by Cleco Power LLC will not exceed \$6,093.25 unless a higher amount is specifically approved by Cleco Power LLC.
- PROPERTY OWNER will be responsible for the rest of the funds needed to pay remaining certification costs outside of LED's contribution.

Phase I CRA	Wetlands Delineation	Phase I ESA	Geotechnical Investigation	Partial Title Abstract	Certification Costs	Total Costs
\$4,000	\$5,250	\$2,750	\$5,250	\$3,500	\$28,000	\$48,750
LED Cost Share (75.0%)				\$36,562.50		
Cleco Power LLC Cost Share (12.5%)				\$6,093.25		
Property Owner Cost Share (12.5%)				\$6,093.25		


The overall certification budget estimate for the SUBJECT PROPERTY is calculated based on the preliminary acreage aforementioned in the MOA from historical costs. PROPERTY OWNER, LED, and REDO acknowledge the outcome of the certification engineering studies and due diligence reports could reduce the final certification acreage for the SUBJECT PROPERTY per the minimum criteria for entry into the Louisiana Certified Sites Program. The PROPERTY OWNER further acknowledges the LED \$1,000 per acre cost share limit and agrees, in good faith to pay any additional cost outside of the overall certification budget cost sharing breakdown should the final cost exceed the LED \$1,000 per acre threshold or SUBJECT PROPERTY final certification acreage be altered.

The Property Owner agrees to allow REDO to post the newly certified site on the LED/Entergy Site & Building database, with Exhibits.

Signed on Behalf of:

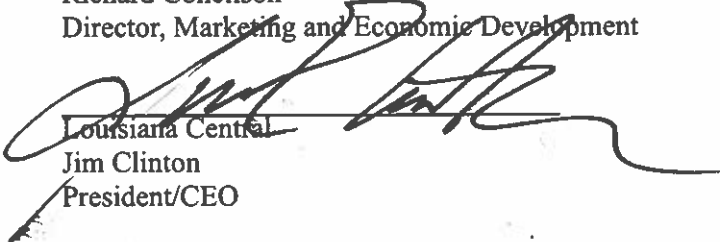

Ambassador Enterprise, LLC, & G&C Leasing, LLC
Charles Welch
Owner

Date: 11-6-24


Cleco Power LLC
Richard Conelison
Director, Marketing and Economic Development

11/18/2024

Date: _____


Louisiana Central
Jim Clinton
President/CEO

Date: 11-14-24

(Remainder of page left blank. Exhibit A appears on the next page.)

Initials:   
OWNER CLECO REDO

Exhibit A



Note: The property outline and acreage figure provided above are estimates only and subject to change upon confirmation by an ALTA survey, and/or other unknown matters that may be revealed by due-diligence studies to be performed upon the site.

Initials: RLC, [Signature]
OWNER CLECO REDO