

Exhibit G. I-12 Industrial Site Memorandum of Agreement



CSRS

I-12 Industrial Site Memorandum of Agreement

CERTIFIED SITE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the REGIONAL ECONOMIC DEVELOPMENT ORGANIZATION ("REDO") of Greater New Orleans, Inc. (GNO, Inc.), LOCAL PARISH ECONOMIC DEVELOPMENT ORGANIZATION ("EDO") of Tangipahoa Parish Economic Development Foundation, and the PROPERTY OWNER of the Testamentary Trust for the benefit of Marietta Reimers Schneider and her children (the "Marietta Trust") created under the Will of Frederick William Reimers, which Will was admitted to probate in proceeding number 3371 on the docket of the 21st Judicial District Court for Tangipahoa Parish, Louisiana (the "Will"), and the Testamentary Trust created under the Will for the benefit of Warren D. Reimers and his children (the "Warren Trust") (the Marietta Trust and the Warren Trust being hereinafter collectively referred to as "Landowner"), appearing herein through the duly appointed undersigned Co-Trustees of said Trusts, who appear herein solely in their capacities as the Co-Trustees of said Trusts and in no other capacity in reference to a joint project to pursue the Certification by Louisiana Economic Development ("LED") of the SUBJECT PROPERTY. SUBJECT PROPERTY consists of 1,014 acres, **more or less**, being that portion of land in Sections 25 & 36, Township 6 South, Range 9 East lying south of Highway 190 and north of I-12 in Tangipahoa Parish in the State of Louisiana, and is generally identified as parcel number(s) **Assessment No. 02334208 and Assessment No.02339218**, ("SUBJECT PROPERTY"). Exact acreage is subject to final determination by an ALTA survey.

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

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that REDO, LED and the EDO intend to pursue Certification of the SUBJECT PROPERTY through LED, with a goal of marketing 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 not represented by REDO, LED and EDO. PROPERTY OWNER retains the timber rights on the property and agrees to have said timber harvested no later than 60 days after the closing and transfer of ownership from Seller to Buyer.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to prospective buyers represented by REDO, LED and EDO who may be interested in developing the site, and that PROPERTY OWNER hereby states that the sale price is: \$30,000.00 per acre which shall be effective for a period of one year following date of certification. PROPERTY OWNER further agrees to enter into good faith negotiations with prospective purchasers, based on this sale price, with further terms 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, in order to facilitate such sale of SUBJECT PROPERTY.

PROPERTY OWNER represents, and REDO, LED and EDO acknowledge, that SUBJECT PROPERTY is not intended for sale or development as a residential or retail use. This Certified Site Program is intended only for uses compatible with economic development goals, namely 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 and 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 preapproval by LED. Copies of service agreements, invoices, evidence of payment, and final work product will be available to PROPERTY OWNER, REDO, LED and EDO at the completion of the project. All parties to this MOA acknowledge that, prior to any work being undertaken, REDO, LED and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. REDO, LED and EDO must approve the SUBJECT PROPERTY prior to any work being undertaken. REDO and LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any eligible work being undertaken.

All parties to this MOA acknowledge that prior to any work being undertaken, that LED shall review the SUBJECT PROPERTY for eligibility with the program, and must approve the SUBJECT PROPERTY prior to any work being undertaken. REDO will issue PROPERTY OWNER with a Notice to Proceed prior to any eligible work being undertaken.

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

PROPERTY OWNER: _____ %; LED: _____ %, LOCAL EDO SHARE: _____ %

Agreed and accepted, this _____ day of _____, 2017:

Signed on behalf of:

The Marietta Trust

By: Carl R. Schneider

Carl R. Schneider, Co-Trustee

09-30-2017
Date

By: _____
William D. Reimers, Co-Trustee

Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

The Warren Trust

By: Carl R. Schneider

Carl R. Schneider, Co-Trustee

09-30-2017
Date

By: _____
Frederick A. Reimers, Co-Trustee

Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

For REDD
Greater New Orleans, Inc. (GNO, Inc.)

Print Name

Print Title

The Marietta Trust

By:

Carl R. Schneider, Co-Trustee

Date

By: _____
William D. Reimers, Co-Trustee

Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

10/6/17

The Warren Trust

By:

Carl R. Schneider, Co-Trustee

Date

By: _____
Frederick A. Reimers, Co-Trustee

Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

10/6/17

For REDO
Greater New Orleans, Inc. (GNO, Inc.)

Print Name

Grady Fitzpatrick

Print Title

SUP. Bdr. Development

The Marietta Trust

By: _____

Carl R. Schneider, Co-Trustee

Date

By: _____

William D. Reimers, Co-Trustee

Date

By: _____

J. Thomas Lewis, Co-Trustee

Date

The Warren Trust

By: _____

Carl R. Schneider, Co-Trustee

Date

By: Frederick A. Reimers

Frederick A. Reimers, Co-Trustee

Oct 1, 2017
Date

By: _____

J. Thomas Lewis, Co-Trustee

Date

[Signature]
For REDO

Greater New Orleans, Inc. (GNO, Inc.)

Gandy Fitzpatrick
Print Name

SVP
Print Title

The Marietta Trust

By:

Carl R. Schneider, Co-Trustee

Date

By: _____
William D. Reimers, Co-Trustee

9-30-17
Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

The Warren Trust

By:

Carl R. Schneider, Co-Trustee

Date

By: _____
Frederick A. Reimers, Co-Trustee

Date

By: _____
J. Thomas Lewis, Co-Trustee

Date

For REDO
Greater New Orleans, Inc. (GNO, Inc.)

Grady Fitzpatrick
Print Name

SVP
Print Title

For EDO

Tangipahoa Parish Economic Development Foundation

Print Name

Print Title

Map of Subject Property

Map One - General Site Overview and Land Use Map

