

Exhibit G. Guide Site Memorandum of Agreement



Guide Site Memorandum of Agreement

MEMORANDUM OF UNDERSTANDING LED CERTIFIED INDUSTRIAL SITES PROGRAM

This Memorandum of Understanding ("MOU") is entered into between the North Louisiana Economic Partnership ("NLEP") and Guideco Properties, LLC ("PROPERTY OWNER") in reference to a joint endeavor to pursue certification ("Certification") by Louisiana Economic Development ("LED") of real property located in Quachita Parish, Louisiana. Said real property contains 49.49 acres, more or less, and is generally identified as Parcel/Assessment Number(s) 13540 on the records of the Tax Assessor for the aforementioned parish ("SUBJECT PROPERTY"). See Exhibit A. The exact acreage of SUBJECT PROPERTY will be determined as part of the certification process ("Certification Process").

Minimum Criteria for Entry into the Louisiana Industrial Sites Certified Site Program requires at least 25 contiguous, buildable acres free of impediments to development such as but not limited to existing structures not appropriate for future commerce, soil contaminants, wetlands, flood plain, and/or protected species. 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.

NLEP and LED recognize that having a strong portfolio of "development-ready" sites is a critical component of both the Region's and State's economic development resources inventory. NLEP has therefore created a partnership program with local property owners to identify sites that are eligible for consideration by LED for Certification under its Program. Sites that are certified ("Certified Sites") by LED undergo a thorough set of due-diligence studies that are conducted by independent third-party service providers. Having these studies completed in advance makes the site more attractive to prospective buyers as a "development-ready" property.

Participation in the Certified Industrial Sites Program is voluntary, and PROPERTY OWNER acknowledges that NLEP and LED intend to pursue Certification of the SUBJECT PROPERTY in order to market the same as "development-ready" to prospective businesses looking to establish or grow their operations in the region and State. Having an LED Certified Site selected for development benefits both the region and the State through the creation of new jobs, direct capital investment, and increased tax revenues.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to prospective buyers presented to it by NLEP and LED and who are interested in purchasing and developing the site. Accordingly, PROPERTY OWNER agrees that the sale price ("Sale Price") for the SUBJECT PROPERTY will be an average of \$60,012 per acre. The exact price per acre will be a function of location and the quantity of acres to be purchased. PROPERTY OWNER further acknowledges that this average Sale Price shall be effective for a period of two (2) calendar years following the certification. It is understood by the parties hereto that PROPERTY OWNER retains the use and benefit of the SUBJECT PROPERTY, during the term provided for above, as well as the right to market and sell the Site at a price specified by it to potential buyers who are independent of NLEP and LED.

PROPERTY OWNER agrees to entertain and diligently pursue negotiations with a potential purchaser or purchasers of the SUBJECT PROPERTY in a spirit of good faith and not unreasonably reject bona fide offers presented to it that would result in the sale and development of the SUBJECT PROPERTY. In the event PROPERTY OWNER does not entertain purchase offers presented to it during the term this MOU is in effect, PROPERTY OWNER agrees that NLEP shall be entitled to recover its contributions expended towards Certification of SUBJECT PROPERTY from PROPERTY OWNER.

The terms and conditions of the sale of the SUBJECT PROPERTY negotiated and agreed upon by and between PROPERTY OWNER and the prospective purchaser shall be governed by a separate PURCHASE AND SALE AGREEMENT that is not covered by or made part of this MOU.

Sites that are recognized by LED as Certified Sites are intended for development and use for purposes that will encourage economic development. Such uses, by way of example, are: heavy industrial manufacturing facilities, light industrial manufacturing facilities, industrial parks, warehousing and transportation hubs, and other similar business activities. PROPERTY OWNER represents, and NLEP and LED acknowledge, that Certification and development of the SUBJECT PROPERTY is not intended for residential or retail use.

The parties to this MOU acknowledge that, prior to any work being undertaken upon SUBJECT PROPERTY, NLEP and LED will have already conducted and reviewed an Initial Site Evaluation ("ISE") of SUBJECT PROPERTY and informed PROPERTY OWNER that its Site is eligible for participation in LED's Certified Sites Program. It is

further acknowledged that a proposed Site's acceptance into the Program does not imply or guarantee that the Site will be certified by LED. Certification is dependent upon obtaining satisfactory results from the due-diligence studies outlined below.

As part of the Certification process, due-diligence studies required by LED's Program will be conducted upon the SUBJECT PROPERTY. Due-diligence studies to be conducted include, but are not limited to the following: engineering studies to determine infrastructure cost estimates (utilities, roads, water, sewer, etc.), Phase I Environmental Assessments, Site Surveys and Boundary Assessments, Wetland and Stream Delineations, Topographic Survey and 100-Year Floodplain Designation, Preliminary Geotechnical Investigations, Cultural Resource Investigations, Endangered Species Investigations, Railroad Accessibility/Feasibility Studies, Limited Title Search, and examination of public records to identify all Oil, Gas, and Mineral Leases, Rights-of-Way Agreements, Timber Leases, Utility and Pipeline Easements, Servitudes, and other matters affecting SUBJECT PROPERTY. Proposals to conduct the aforementioned studies, including scope-of-work cost estimates are subject to preapproval by NLEP, LED, and PROPERTY OWNER.

Upon the acceptance of this MOU by all parties whose signature appears below, NLEP and LED will solicit bids from qualified, licensed, and insured third-party contractors to perform the aforementioned due-diligence activities. Third-party contractors selected to perform due-diligence studies upon SUBJECT PROPERTY shall have permission to enter the Site to conduct their work. No due-diligence activities or work will be conducted upon SUBJECT PROPERTY without prior notice to and the consent of PROPERTY OWNER or its duly appointed agent or representative.

It is further understood that all parties to this MOU must be in written agreement as to the total costs associated with Certification and the proportionate share thereof allocated to each party as provided below, or derived from the future Certification Budget. NLEP and LED will provide PROPERTY OWNER with a written "NOTICE TO PROCEED" prior to the commencement of any and all eligible work to be undertaken upon SUBJECT PROPERTY.

Copies of service agreements, invoices and evidence of payment of same; and copies of final "work-product," including maps and written reports shall be made available to NLEP, LED, and PROPERTY OWNER upon completion of Certification.

The overall certification budget for the SUBJECT PROPERTY is calculated based on the preliminary acreage aforementioned in the MOA. PROPERTY OWNER, LED, and NLEP acknowledge the outcome of the certification engineering studies and due diligence reports could reduce the final certification acreage for the SUBJECT PROPERTY in accordance with the Minimum Criteria for Entry into the Louisiana Certified Sites Program.


PROPERTY OWNER, has agreed to share costs of pursuing the Certified Site designation with LED, based initially on the Certification Cost Summary Table or following percentages. In accordance with the Economic Development Site Readiness Program (EDRED) agreement between NLEP and LED, 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 \$1,000.00 per acre with regard to all costs for non-public sites, unless a higher amount is specifically approved by LED. The PROPERTY OWNER acknowledges the LED \$1,000 per acre cost share limit, and agrees in good faith to pay 25% of the expenditures associated with the certification process, as well as 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 should the SUBJECT PROPERTY final certification acreage be altered. PROPERTY OWNER's portion of the 25% cost share may be reduced by participation of a THIRD PARTY; however, PROPERTY OWNER is primarily responsible for the 25% share and agrees to submit the 25% amount to NLEP upon approval of the certification budget and prior to the commencement of site certification due diligence activities.

If, based on Due Diligence cost estimates and the State's \$1,000.00/acre limitation, Property Owner's total contribution would exceed 25% of the Due Diligence costs, Property Owner shall have the option to terminate this agreement prior to incurring said costs.

Agreed upon and accepted, on the dates stated below and it is further agreed the effective date of this MOU shall be the date it is signed by the last party to execute this MOU.

Signed on Behalf of:

**NORTH LOUISIANA ECONOMIC PARTNERSHIP
(NLEP)**

BY: 
PRINT NAME Justyn Dixon

DATED: 3rd DAY OF September, 2024

PROPERTY OWNER

BY: 

PRINT NAME DRAKE MILLS

DATED: 29th DAY OF AUGUST, 2024

ENTERGY LOUISIANA

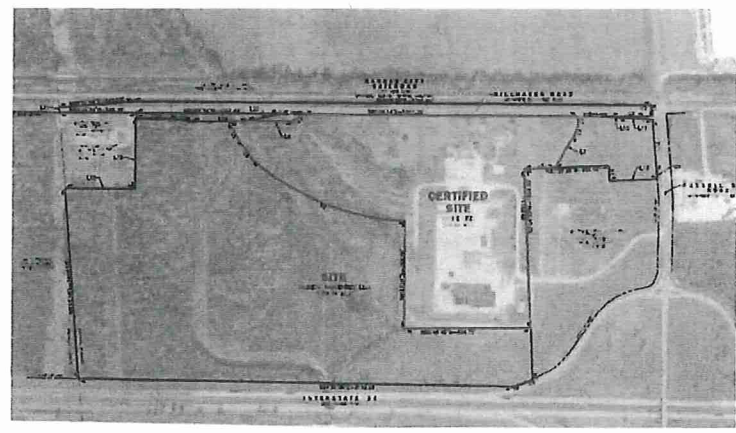
BY: 

PRINT NAME Jim Bourgeois

DATED: 3rd DAY OF September, 2024

EXHIBIT A

GUIDE SITE
49.49 ACRES



Initials: SA
Property Owner / NLEP