WEST CAMERON
PORT COMMISSION
110 Smith Circle
P. O. Box 1271
Cameron, LA 70631

Clifton Cabell, President
Jimmy Brown, Vice- President
Wendell Wilkerson-Secretary
Dwight Savoie-Treasurer

Board Members
Ricky Poole
Howard Romero
Ernest Carol Trahan
Timothy Dupont
Ruben Doxey

PROCEEDINGS

WEST CAMERON PORT HARBOR & TERMINAL DISTRICT

February 26, 2013

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, February 26, 2013 at the West Annex/Cameron Parish Police Jury Office, Cameron, Louisiana at 6:00 o'clock PM.

Present: Ernest Carol Trahan, Cliff Cabell, Wendell Wilkerson, Howard Romero, Tim Dupont, Dwight Savoie, Ricky Poole, Jimmy Brown, Ruben Doxey

Absent: None

Guest: John LeBlanc, Lu Cutera-T. Baker Smith, Bryon Richard, Tom Barrett, David Bruchhaus, Chad Mudd

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury

The meeting was called to order by Chairman Cliff Cabell.

Dwight Savoie led the Pledge of Allegiance and Jimmy Brown gave the invocation.

On the motion of Mr. Savoie, seconded by Mr. Trahan and carried the board approved the February 5, 2013 regular meeting minutes.

On the motion of Mr. Romero, seconded by Mr. Brown and carried the board approved the Treasurer's Report.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board approved payment of the following bills: The Chamber Southwest-$7500.00-Parish Promotion, Wex Bank-$502.75-Fuel Card, February, 2013, AT&T Mobility-Cell Phone-$159.69, February, 2013, Haynie & Associates-$2500-Professional Fees-March, 2013, Cornellia Dunaway-$100.00-Travel Expense, February 2013, Iberia Bank-$3018.62-Visa-Economic Development & Training, February-2013,Cameron Telephone-$183.92-Phone Bill, February, 2013, Stephen Broussard dba Broussard Financial & Consulting-$6666.67-Contract Labor, February, 2013.

The floor was open for nomination of President: On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board agreed to re-elect Mr. Cliff Cabell as President. On the motion of Mr. Romero seconded by Mr. Brown and carried the nominations were closed.

The floor was open for nomination of Vice President: On the motion of Mr. Poole seconded by Mr. Romero and carried the board agreed to re-elect Mr. Jimmy Brown as Vice President. On the motion of Mr. Poole seconded by Mr. Trahan and carried the nominations were closed.

The floor was open for nomination of Secretary: On the motion of Mr. Romero seconded by Mr. Dupont and carried the board agreed to re-elect Mr. Wendell Wilkerson as Secretary. On the motion of Mr. Poole seconded by Mr. Trahan and carried the nominations were closed.

The floor was open for nomination of Treasurer: On the motion of Mr. Romero seconded by Mr. Poole and carried the board agreed to re-elect Mr. Dwight Savoie as Treasurer. On the motion of Mr. Trahan seconded by Mr. Romero and carried the nominations were closed.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board agreed to adopt a resolution giving Mr. Stephen Broussard and Miss Dunaway authority to execute eZ Business Card Management on Account #1379 at Iberia Bank for internet access. ("Exhibit A")

On the motion of Mr. Romero, seconded by Mr. Dupont and carried the board approved payment of the Chamber Southwest pledge of $7500.00 for Parish Promotion & Economic Development.

The port board reviewed the following correspondences: (1) Pal Conference being held March 6-8, 2013 at the Courtyard Marriot in Houma, LA. (2) Gulf Tourism and Seafood Promotional Fund Grant Application information from the Graham Group; and (3) website design proposals from Graham Group, Bizzuka, Killer websites.com, and Transformys.

On the motion of Mr. Romero, seconded by Mr. Brown and carried the board agreed to pay expenses for Mr. Stephen to Broussard attend the PAL Conference being held March 6-8, 2013 at the Courtyard Marriot in Houma, LA.

Mr. Stephen Broussard, Port Director gave a general report on work with T. Baker Smith, Winrock, Henry lease agreements and projects, Waller Point LNG plant announcement, Cement Project with Mr. Neil Crain, proposals for web design, attendance of workshop on business opportunities in Turkey, PAL monthly meeting in Baton Rouge, Police Jury Meetings, Port Association Reception in Lake Charles , coordination of a meeting with State Legislators, Mr. Randy Haynie and Police Jury , February 27, 2013, and coordination of meeting with landowners on a public private partnership.

Miss Annette Pagon with Winrock International addressed the board on economic development, and informed them she would be helping Cameron Answers with the economic development project.

Mr. Lu Cutera spoke to the board on the implementation plan from the Port Feasibility Study.

The board discussed access to Monkey Island, Master Service Agreement with land owners, vessel data, and Cameron Fisheries.

Under Old Business the board tabled the website design proposals until after the Gulf Tourism and Seafood Promotional Fund Grant is awarded because this money would be used for the website design if the port receives a grant award.

The next regular meeting will be scheduled for March 26, 2013 6:00 P.M. at the Grand Lake Parish Barn, Grand Lake, Louisiana.

There being no further business and upon motion of Mr. Poole, seconded by Mr. Trahan and carried, the meeting was declared adjourned.

APPROVED:

Cliff Cabell

Cliff Cabell, Chairman
WEST CAMERON PORT HARBOR & TERMINAL DIST.

ATTEST:

Wendell Wilkerson

Wendell Wilkerson, Secretary

"EXHIBIT A"

WEST CAMERON
PORT COMMISSION
110 Smith Circle
P. O. Box 1271
Cameron, LA 70631

Clifton Cabell, President
Jimmy Brown, Vice- President
Wendell Wilkerson, Secretary
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Ruben Doxey

RESOLUTION

STATE OF LOUISIANA
PARISH OF CAMERON

A RESOLUTION by the West Cameron Port Harbor & Terminal District authorizing Mr. Stephen Broussard and Miss Cornellia Duanway to execute eZ Business Card Management on Account #1379 at Iberia Bank on behalf of the West Cameron Port Harbor & Terminal District (the "Account").

WHEREAS, the West Cameron Port Harbor & Terminal District currently has a Visa Credit Card with Iberia Bank; and

WHEREAS, the West Cameron Port Harbor & Terminal District wishes to appoint Mr. Stephen Broussard and Miss Cornellia Dunaway manage the Visa Credit Card Account via internet access through eZ Business Card Management with Iberia Bank in accordance with expenditures approved by the West Cameron Port Harbor and Terminal District Commission.

THEREFORE, BE IT RESOLVED by the West Cameron Port Harbor & Terminal District that the Mr. Stephen Broussard and Miss Cornellia Dunaway have authority to execute eZ Business Card Management to manage Account #1379 (Visa Credit Card) via internet access at Iberia Bank.

Adopted and Approved this 26thth day of February .2013.

APPROVED:

Cliff Cabell

CLIFF CABELL, PRESIDENT
WEST CAMERON PORT HARBOR & TERMINAL DISTRICT

ATTEST:

Wendell Wilkerson

WENDELL WILKERSON, SECRETARY

eZ Business Card Management
ENROLLMENT FORM

IBERIABANK

A. COMPANY INFORMATION

*Company Name West Cameron Port Harbor & Terminal Dist.	*Contact Name & Title Stephen Broussard-Port Director
*Street Address (must match account records) P O Box 1271	*Tax Id 27-2605902
*City: Cameron, *State: LA *Zip: 70631	*Business Phone Number: (337) 775-5206 *Business Fax Number: (337) 775-5567
*Company Owner Cliff Cabell, Presidenr	*Contact Email Address sb.port@camtel.net

B. COMPANY INFORMATION

LIST ALL USERS IN WHICH YOU ARE AUTHORIZING TO BE SET UP FOR BUSINESS CARD INTERNET ACCESS.

User Name	User Email Address	View Only Access	Administrator Access
Cornellia Dunaway	dunawaytunie@yahoo.com		X
Stephen Broussard	sb.port@camtel.net		X

C. IP ADDRESS RESTRICTIONS

The IP Address Restriction can be used to define the IP address or addresses that are allowed for accessing the eZ Business Card Management website. For example, your company may want to grant a user access to the site from a specific location only. You can restrict an unlimited number of IP addresses. Defined IP address can also be changed or deleted.

IP Address Restrictions				IP Address Restrictions			
IP Address Restrictions				IP Address Restrictions			
IP Address Restrictions				IP Address Restrictions			
IP Address Restrictions				IP Address Restrictions			

eZ Business Card Enrollment signed agreement must accompany the enrollment form.

For Bank Use Only

Company ID _____ Request Completed By _____ Date _____

IBERIABANK

eZ Business Card Management
Online Access

AGREEMENT AND DISCLOSURE

This eZ Business Card Management Online Access Agreement and Disclosure (the "Agreement") is between IBERIABANK ("Bank") and each client of the Bank who hereby subscribes to the eZ Business Card Management Online Access or any person authorized by Client to use the Client's eZ Business Card Management Online Access, and sets forth the terms governing our provision of Online credit card access. By completing and signing the IBERIABANK eZ Business Card Management Online Access Enrollment Form, you have agreed to be bound by the terms and conditions of this Agreement, as it may be amended from time to time. The Agreement describes your and our rights, responsibilities and obligations with respect to eZ Business Card Management Online Access, and supplements any electronic funds transfer agreement(s) and disclosure(s) that you executed when opening your IBERIABANK credit card account. Whoever uses eZBusiness Card Management Online Access either directly or on behalf of a client is bound by this Agreement.

In addition to this Agreement, you may have a separate agreement for each of your Eligible Accounts as well as additional credit card services. Each of your Eligible Accounts will continue to be subject to any other agreement that applies to it.

Definitions

In this Agreement, the words "you" and "your" mean the Client who has submitted an eZ Business Card Management Online Access Enrollment form and any person authorized by the Client to use the Client's eZ Business Card Management Online Services. The words, "we", "us" "our", and "Bank" mean IBERIABANK and any agent, independent contractor, designee, or assignee that we may, in our sole discretion, involve in the pro vision of online services. The terms "eligible account", "designated account(s)" and "account(s)" mean your accounts with us that you designate on your eZ Business Card Management Online Enrollment. "Service" means our eZ Business Card Online Access. The term "Owner" means each person who is an Owner of an Eligible Account as indicated in our records, "Authorized Representative" is a person who is not an Owner with authority to take action or make decisions on behalf of another person/Owner with respect to an Eligible Account.

Eligibility

Subject to the terms and conditions of this Agreement, you may use the Service to access your Eligible Accounts, view online account information, and perform authorized transactions through the Website. To use and access our eZ Business Card Management Online; you must have at least one business credit card account with us. You must also comply with any other security procedures and policies we may establish from time to time. Subject to the terms of this Agreement, you will general ly be able to access your Eligible Accounts through the Website 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or circumstances beyond our control. During these times, for credit card services you may call our Customer Service at 1-800-765-0853 24X7 or e-mail businesscard@iberiabank.com.

You authorize IBERIABANK to provide access to your Eligible Accounts through the Service. You may access your Eligible Accounts through the Website to obtain information and perform transactions as authorized on the Website. To access your Eligible Accounts through our Website you must have a username, password, and the required hardware and software as described on the Website. You must provide all telephone and other equipment, software and services you need to access the Service.

Verification

You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your enrollment in eZ Business Card Management Online Access or any credit card accounts that you request to use with eZ Business Card Management Online Access. We reserve the right to verify that those individuals completing the eZ Business Card Management Online Access Enrollment form on behalf of Client have the requisite authority to enter into and bind the Client to the terms and conditions of this Agreement and to provide written evidence thereof upon request. We reserve the right to complete such verification before designating any account as an eZ Business Card Management Online Access, or allowing you to conduct any transactions via eZ Business Card Management Online Access.

Owner and Authorized Representative Use and Authorizations

You may appoint an individual as an Authorized Representative for an Eligible Account (meaning you authorized a person, who is not an Owner on that Eligible Account to have online access to and use of that account to perform specific types of transactions). You may grant that Authorized Representative specific authority using procedures we establish on the Website from time to time. You represent and warrant that the Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement governing the Eligible Account and is fully authorized by you to act based on the rights you delegate. An

Authorized Representative appointment by one Owner of an Eligible Account will be considered an Authorized Representative appointment by all other Owners of that Eligible Account.

If an Eligible Account is owned by more than one person or has more than one Authorized Representative, each person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account to the extent allowed by the terms and conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any such Authorized Representative without liability to you. All transactions that an Authorized Representative performs on an Eligible Account including those you did not want or intend are transactions authorized by you. You are solely responsible for those transactions.

If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after you notify us, and we have a reasonable opportunity to act on the notice will be considered unauthorized transactions. **To notify us that you want to terminate an Authorized Representative appointment, you must contact us at 1-800-563-8891 during the hours of 8-5 CST or via e-mail at businesscard@iberiabank.com.**

You agree that you may appoint Authorized Representatives, at our sole option, in accordance with the requirements and procedures we provide to you from time to time. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Authorized Representatives options or permitting Authorized Representatives to access your Eligible Account at any time without prior notice.

Linking Your Accounts

You can use eZ Business Card Management Online Access to view multiple business accounts and businesses as long as the credit card account is with us. Consumer accounts may not be accessed through the eZ Business Card Management Online Access Service.

Access

eZ Business Card Management Online is generally accessible 24 hours a day, seven days a week, except for reasonable periods from time to time for system maintenance. We are not liable under this Agreement for failure to provide access due to a systems failure or due to other unforeseen acts. Even in case where notification is usually required, we may modify, suspend or terminate access to eZ Business Card Management Online Access at any time and for any reason without prior notice, in order to protect the system or your account. We will give you notice in other situations as required by law. Additionally, we reserve the right to deactivate any eZ Business Card Management Online service that has been "inactive" for a period of 90 days and terminate service if "inactive" for a period of one year. We may, from time to time, introduce new features to the Service or eliminate features from the Service. When this happens, we will update our Website accordingly.

If you choose all your Eligible Accounts or withdraw from the Service, we will suspend or terminate your access. We will not be required to reinstate or re-activate your access.

The Service includes the following types of Access for an Authorized User on an Eligible Account:

1. Basic User: a person to who you allow access through his or her own user name and password with authority to view your Eligible Account balance and transaction information
2. Company Administrator: a person who you allow access through his or her own user name and password, with online access to an Eligible Account with authority to engage in and authorize specified transactions with respect to that Eligible Account as permitted by the Service

Some Authorized User features may not be available for certain accounts or clients. After you log in to the Website using your username and password, the main landing page will show the Authorized User the options available to you. If you are receiving Authorized User authority on an Eligible Account from an Owner, you may not further delegate online authority to other persons to view and/or make transactions on that Eligible Account. The Owner is responsible for ensuring that each Authorized User maintains confidentiality of his or username, password, or other login identification.

If you are appointed as an Authorized User on an Eligible Account, you agree that you will access and use the account in accordance with the authority given to you by the delegating Owner. Each time you access, view, or transact on that Eligible Account, you represent and warrant to us that your action is authorized by the delegating Owner. If we receive conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of your being an Authorized User, we may at our sole discretion terminate you as an Authorized User, or prevent you from being an Authorized User without prior notice to your or any account Owner.

The authority of an Authorized User will terminate: (a) when we are notified by an Owner that the owner appointing the Authorized User ceases to be an Owner on the Eligible Account, (b) in the case of sole-proprietor Business accounts, upon our receiving written notice of the death or incapacity of the delegating Owner from a court of competent jurisdiction or from a source that we consider official and reliable, (c) at our sole discretion if an Owner or

Authorized User breaches any provision of this Agreement, or (d) when, in the case of a View Only Authorized User, the Authorized User ceases to be enrolled in the Service.

Removal of Online Access

For each Eligible Account you may request removal of online access by sending an e-mail to businesscard@iberiabank.com or by calling Customer Service at 1-800-563-8891 during the hours of 8-5 CST, M-F.

Violation of the Agreement

If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Eligible Accounts. We will not be required to reinstate or re-activate your access.

Disclaimer of Liability

You are responsible to obtain, install, maintain and operate all computer hardware and software necessary for eZ Business Card Management Online access. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our system, or systems and software that you use to initiate or process transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We are not liable to you for any computer virus that may be attributable to the transactions using our eZ Business Card Management Online access.

You agree and understand that the Eligible Account information you download through the download option is provided to you "as is" and "as available". You agree and understand that we make no warranties and have no liability as to the accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through the download option; the errors or omissions in the delivery or transmission of the Eligible Account information from us to you and the download option's and non-infringement of any third party rights.

Use of Personal Financial Management Software

Personal Financial Management Software includes: Quicken®, Quickbooks®, Microsoft® Money, Microsoft® Office, and other software we may identify from time to time on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. Your license agreement with the provider of the Personal Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions. From time to time, we may add to, modify, or delete any feature of the download option at our sole discretion.

You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

Security

We will assign you an eZ Business Card Management Online Access User Name and Password, which you must use to access the eZ Business Card Management Online access. We may require you to change your Password from time to time for security purposes. You are responsible for keeping your User Name, Password and account data secure and confidential, providing it only to persons whom you authorize to use eZ Business Card Management Online to access your accounts. You agree that we are entitled to act on transaction instructions received using your User Name and Password, whether authorized or unauthorized, and we will have no liability to you for any unauthorized transactions or inquiries made using your User Name and Password. Although we make every effort to insure that our online services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We do not guarantee that all data transfers using eZ Business Card Management Online access, or email transmitted to and from us, will not be monitored or read by others. The Bank, in its sole discretion, reserves the right to limit your access to the system without notification in order to protect the security of the system and/or your account.

Hold Harmless, Defense and Indemnification

You shall be responsible for and shall defend, indemnify and hold IBERIABANK, its parent, subsidiary and affiliated corporations, and their individual officers, agents, and employees, free and harmless from any and all losses, expenses, damages, demands, and claims of any nature or kind, including litigation expenses and attorney fees, which result from or are caused, in whole or in part, by: i) your act, fault or omission; or ii) the act, fault or omission of IBERIABANK, or its employees or agents (except to the extent caused by or resulting from our intentional or gross fault), and which arises out of or in connection with:

- your use of eZ Business Card Management Online Access; or
- the loss, theft or unauthorized use of your client User Name or Password;
- any unauthorized or irregular transactions through the eZ Business Card Management Online access that take place in your account;

The provisions of this section concerning your defense, indemnity and hold harmless obligations shall survive the completion or termination of this Agreement.

Disclaimer of warranties; limits on our liability and obligations to you; and additional indemnities

A. Disclaimer of warranties

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

B. Limits on our liability and obligations to you

In no event will IBERIABANK or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with the Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

IBERIABANK does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant between us;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:
  - any applicable provision of any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or
  - any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will IBERIABANK be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

C. Your agreement to indemnify us

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third-party; or
- the provision of the Service or the use of the Service by you or any other person or entity.

We reserve the right, at our expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with use in asserting any available defenses.

Relationship of Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency relationship between the parties hereto for any purpose and neither party shall have the authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.

eZ Business Card Management Online Management Access Offered

At the present time, you may use eZ Business Card Online Management to:

- ✓ View your corporation/company or multiple businesses
- ✓ View individual employee accounts within each corporation/company
- ✓ Search, view, and download account transaction information
- ✓ Dispute transactions
- ✓ Set up payment accounts
- ✓ Make payments *(*Payments to individual cardholder accounts can only be made if the business account is set up with individual billing)*

By execution of this Agreement, Client agrees to be bound by all the terms, conditions, and provision hereof, and acknowledges having read this Agreement in its entirety.

Owner: _____	IBERIABANK
By: Cliff Calleh	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

For Bank Use Only

_____	_____	_____
Account #	Branch	Employee
_____	_____	
Request Completed By	Date	

Interoffice (SIGNED) completed disclosure and enrollment forms to Credit Cards LR-CC-EXC, fax to 501-661-7303, or email businesscard@iberiabank.com