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

April 29, 2013

The West Cameron Port Harbor & Terminal District met in regular session on Monday, April 29, 2013 at the Hackberry Community Center, Hackberry, Louisiana at 6:00 o'clock PM.

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

Absent: Ricky Poole, Ruben Doxey

Guest: Bryon Richard, David Minton

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury
Stephen Broussard, West Cameron Port Director

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. Dupont and carried the board approved the March 26, 2013 regular meeting minutes.

On the motion of Mr. Romero, seconded by Mr. Wilkerson 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: Wex Bank-$497.68-Fuel Card, April, 2013, AT&T Mobility- $151.94-Cell Phone, April, 2013, Haynie & Associates-$2500-Professional Fees-May, 2013, Cornellia Dunaway-$100.00-Travel Expense, April 2013, Iberia Bank-$1903.26-Visa-Conferences, Marketing & Economic Development ,April-2013,Cameron Telephone-$211.01-Phone Bill, April, 2013, Stephen Broussard dba Broussard Financial & Consulting-$6666.67-Contract Labor, April, 2013, Gragson, Casidy & Guillory, L.L.P.-$2500.00- Professional Fees-, April, 2013, French –American Chamber of Commerce-$200.00-Membership Dues, April, 2013.

The port board reviewed the following correspondences: (1) a letter of Intent from Southwest Louisiana Alliance foundation (2) United States Department of Transportation Tiger Grant Information; (3) Senate Bill No. 223 regarding Port/Harbors/Terminals; and (4) Judgment Cancellation Documents.

Mr. Stephen Broussard, Port Director gave a general report on ongoing work with Port Feasibility Study with T. Baker Smith, Winrock, Ernst and Young, CDBG grant on port infrastructure, Henry lease agreements and projects, Southwest Louisiana Alliance Foundation Letter of Intent for their Campaign Initiative, United State Department of Transportation Tiger Grant Program, attendance of Gulf Coast Trade Conference, Lions Club guest speaker, Tax Assessor meeting on ship data, Police Jury Meetings, beach restoration meetings in Holly Beach, Cameron Direct Seafood Program and met with Mr. Stan McGee on entrepreneurial revolving loan program.

On the motion of Mr. Wilkerson, seconded by Mr. Romero and carried the board gave the president authority to sign the Foreign Trade Zone Transmittal Letter for the Foreign Trade Zone Application. ("Exhibit A")

Mr. David Minton with Lonnie Harper & Associates discussed survey data for Calcasieu Pass and East Fork with the board members. The board requested Mr. Minton to bring firm cost amounts for surveying to the next meeting.

On the motion of Mr. Romero, seconded by Mr. Dupont and carried the board agreed to renew their Corporate Membership with French-American Chamber of Commerce. ("Exhibit B")

Under New Business, the board discussed the Letter of Intent for the Southwest Louisiana Alliance Campaign Initiative and the Judgment Cancellations.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board agreed to extend the pledge for five more years for the Southwest Louisiana Alliance Campaign Initiative and give the president authority to sign the Letter of Intent. ("Exhibit C")

On the motion of Mr. Romero, seconded by Mr. Brown and carried the board gave the president authority to sign the Judgment Cancellation Documents. ("Exhibit D")

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board agreed to piggyback off the Tax Assessor's Office for ship tracking data, and if this is not possible the board agreed to purchase Ship Tracks for $198.00 a month with no contract to track ships.

The next regular meeting will be scheduled for May 23, 2013 6:00 P.M. at the Holly Beach Fire Station, Holly Beach, Louisiana.

There being no further business and upon motion of Mr. Trahan seconded by Mr. Savoie 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
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Dwight Savoie-Treasurer

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

April 29, 2013

Mr. Andrew McGilvray
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW, Room 21013
Washington, DC 20230

RE: New General Purpose Zone Application under the Alternative Site Framework – West Cameron Port Commission, Cameron Parish, Louisiana

Dear Mr. McGilvray:

Please accept this transmittal letter on behalf of the West Cameron Port Commission ("WCPC"), Cameron Parish, Louisiana for new general purpose foreign trade zone ("FTZ") under the Alternative Site Framework ("ASF") covering the service area of Cameron Parish, Louisiana and as outlined herein.

The WCPC is a political subdivision of Louisiana with full corporate powers formed pursuant to Louisiana Revised Statutes 34:2551. WCPC was established to conduct general harbor and terminal operation with the aim of job creation, economic diversification and increased port usage to the benefit of the Cameron Parish community and Louisiana. The goal is to better service the maritime industries utilizing the WCPC to increase port usage and create jobs for the Cameron community.

Louisiana Revised Statutes 51:61-62 provides the authority for the WCPC to submit an application to "the Secretary of Commerce of the United States for the purpose of establishing, operating and maintaining foreign trade zones under 48 Stat. 998 (1934).

In recent years, Louisiana has significantly increased its Foreign Direct Investment ("FDI") and export activities. Louisiana's FDI has doubled since 2006 to more than $40 billion in 2011. Additional FDI industrial projects are expected to make Louisiana the fourth largest FDI state in the country by next year, trailing only Texas, California, and New York. These projects include gas-to-liquids complexes and world-scale chemical production facilities that will also increase Louisiana's export capabilities. In particular, Cheniere Energy Partners, L.P. ("Cheniere") is constructing and developing an $11 billion natural gas liquefaction export facility adjacent to its Sabine Pass LNG regasification terminal within Cameron Parish (together known as the ("Sabine Pass LNG Terminal"). Similarly, Sempra Energy plans to invest $6 billion to develop a natural gas liquefaction

export facility at the site of the company's existing Cameron LNG regasification terminal in Hackberry, Louisiana.

As of 2011, Louisiana has increased its exports to $55.1 billion, making it the number one state for per capita exports. This ranking is the result of a 33 percent increase in global exports from 2010 to 2011. The WCPC district, located at the mouth of the Calcasieu Ship Channel and Sabine Pass Channel is the gateway to the Gulf of Mexico for the Southwest Region of Louisiana and is in prime position to continue Louisiana's export-related economic expansion. In particular, the proposed FTZ will stimulate new regional investments in the oil and gas industry, manufacturing industry, chemical and pharmaceutical industry and fishing industry. These investments will generate a positive cycle that drives international trade, increased economic development and investment to the region.

As of 2010, Cameron Parish has approximately 6,839 residents with over 173,425 working age residents in the three nearby parishes of Calcasieu, Jefferson Davis and Vermillion. Because the Zone is located approximately 40 miles from U.S. Customs Port of Entry #2017 (150 Marine Street, Lake Charles, LA 70601), it satisfies the adjacency requirements of 19 C.F.R. 400.21 (b). Although Port #2017 is already serviced by FTZ 87, under the Lake Charles Harbor & Terminal District, the need for additional zone opportunities in the region is clearly evidenced by the rapid expansion of export and international trade activities within Louisiana. Further, the grantee of FTZ 87 has expressed support for the proposed ASF opportunity in Cameron Parish (see attached letter of support).

All costs of operating and financing the individual zone operations will be borne by individual zone operators. The WCPC is confident in its ability to staff and market this new FTZ for the public and economic benefits of Cameron Parish and Louisiana.

Thank you in advance for your assistance and cooperation.

Sincerely,

Cliff Cabell

Cliff Cabell
WEST CAMERON PORT COMMISSION

CC/td

"EXHIBIT B"

FRENCH-AMERICAN CHAMBER OF COMMERCE

GULF COAST CHAPTER

2013 MEMBERSHIP

Please use this form to join as a new member or to renew your annual membership.

Please indicate membership level:

- ☐ **Diamond Member** $ 5,000
- ☐ **Gold Member** $ 2,500
- ☐ **Platinum Member** $ 2,000
- ☐ **Silver Member** $ 1,000
- ☐ **Bronze Member** $ 500
- ☒ **Corporate Member** $ 200
- ☐ **Individual Member** $ 75
- ☐ **Student Member** $ 35

(Must be a full-time student and less than 30 years old.)

Payment type:

- ☒ Check Enclosed *
- ☐ Credit card (Visa, Master, AmEx)

Card number: _____

v-code _____ **Ex. Date** _____

Card Zip code _____

Signature: _____

*** Please send check payable to FACCGC to:**

French-American Chamber of Commerce
P.O. Box 57255
New Orleans, LA 70157-7255
As a 501-C-6 organization, dues are deductible

Cliff Cabell
Name of Individual

President
Title or Position

West Cameron Port Commission
Name of Company

PO Box 1271
Address

Cameron LA 70631
City State Zip

337-775-5206
Work Telephone

337-796-9043
Mobile Telephone

337-775-5567
Fax Number

Email Address

Sb:port@camtel.net
Website

Description of Company or Individual Activities:

Port Activities

Please indicate your membership interests:

- ☐ Business Development
- ☐ University internships and Education
- ☐ Special Events
- ☐ Networking
- ☐ Trade & Investment information and contacts
- ☐ Liaison with Louisiana and French business organizations and officials

CORE BENEFITS

All FACC/GC members receive the following:

- Invitations to FACC/GC events including breakfast briefings, luncheons, receptions.
- Discounted tickets to major social events including the Summer Wine Fest and the Beaujolais Festival.
- Networking opportunities with other area industry leaders as well as visiting French Companies.
- Listing on FACC/GC's online membership directory and access to information regarding FACC local, national and international members.
- Access to the "members only" portion of FACC/GC's website, networking tools such as LinkedIn and Facebook, and FACC/GC's newsletter with information on current French business news.
- Listing on direct mail and electronic marketing for sponsoring FACC/GC events.
- Voting rights at FACC/GC Annual Meeting.
- Additional level-specific benefits (see descriptions to the right).
- Selection of one colleague from your company to be listed on the members list.

FRENCH AMERICAN CHAMBER OF COMMERCE
GULF COAST CHAPTER

Levels of Membership:

Diamond/Gold/Platinum/Silver/Bronze Member

- All core and corporate benefits.
- Eligibility for election to the FACC/GC executive committee.
- Eligibility to serve as a delegate to FACC National Board of Directors Meeting.
- Eligibility to attend V.I.P. events with executives, politicians and diplomats.
- Complimentary tickets to FACC/GC major events (number is dependent on level of membership).
- Selection of up to three colleagues from your company to be listed on the members list.

Corporate Members

- All core benefits.
- Business List of FACC-GC's website and ability to promote Company in FACC-GC's newsletter.
- Eligibility for election to FACC-GC's Board of Directors.
- Eligibility to serve as chairperson of committees.
- Eligibility to participate in UCCIFE Membership Benefits Program and UCCIFE "Program Privilege" – this includes receipt of an FACC/UCCIFE membership card for preferential rates on products and services (including hotels) from other member companies around the world.
- Selection of one colleague from your company to be listed on the members list.

Individual Members

- All core benefits.

Student Members

- Access to FACC/GC's membership list.
- The ability to attend all FACC/GC events free of charge as a volunteer.
- Membership in FACC/GC's Young Professionals Division.
- Eligibility to serve as an officer or committee chairperson of FACC/GC's Young Professionals Division.

"EXHIBIT C"

SOUTHWEST LOUISIANA
ALLIANCE
FOUNDATION

SWLA on the Move 2.0
Building Prosperity Together Campaign

LETTER OF INTENT

We are pleased to see that the SWLA Economic Development Alliance and the SWLA Alliance Foundation are making great strides in regional economic development. We want to see our communities prosper through the continuance of these economic initiatives. To assist the Alliance in their campaign initiative, it is our sincere intent to commit a total of $_____ over the next five years to benefit the **SWLA on the Move *Building Prosperity Together*** Campaign.

Barring any unforeseen challenges or natural disasters, we commit to the foundation our investment:

			2014
(Amount)	(Month)	(Day)	
			2015
(Amount)	(Month)	(Day)	
			2016
(Amount)	(Month)	(Day)	
			2017
(Amount)	(Month)	(Day)	
			2018
(Amount)	(Month)	(Day)	

(Check made payable to the SWLA Alliance Foundation a 501(c) (3) designee, notated for the Alliance SWLA on the Move Campaign)

Special billing and/or investment direction: _____

Sincerely,

Cliff Cabral — Title: President
(Signature)

West Cameron Port Commission — Date: 4/29/13
(Company/Organization)

PO Box 1271 Cameron, LA 70631
(Billing Address)

Please return the completed form to Ann Barilleaux, Foundation Development Director, abarilleaux@allianceswla.org or P.O. Box 3110, Lake Charles, LA 70602.

"EXHIBIT D"

REQUEST TO CANCEL

In accordance with the provisions of La. C. C. Article 3366, The Recorder of Mortgages for CAMERON Parish, Louisiana is hereby requested and directed to cancel the recordation of the following described privilege:

( ) **MORTGAGE** granted by _____
In favor of _____
In the sum of _____
Recorded in MOB_____, FOLIO_____, Instrument Number _____

( ) **JUDGMENT** in favor of _____
Against _____
In the sum of _____
Recorded in MOB_____, FOLIO_____, Instrument Number_____

(X) **OTHER** Notice of Lis Pendens
Recorded in MOB_____, FOLIO_____, Instrument Number 296490

THIS REQUEST TO CANCEL IS BASED ON THE FOLLOWING:
(Please check the appropriate box)

(X) **R.S. 44:106 No Paraphed Obligation** - Authentic Act signed by Obligee of Record that acknowledges satisfaction
( ) **R.S. 44:107 Paraphed Obligation** - Note attached marked "Paid" or "Canceled"
( ) **R.S. 44:107 Paraphed Obligation** - An act of release executed before a notary who certifies in the act that the obligation was presented to him by the holder and owner and that he paraphed it for identification with the act of release.
( ) **R.S. 44:108 Public Officer** (Sheriff, Marshal or other officer as a consequence of a judicial sale or other decree of action)
( ) **R.S. 44:111 Bankruptcy Order of Discharge** - Affidavit (Order of Discharge)
( ) **CC 3367 Prescribed Mortgage or Privilege - Application**
( ) **CC 3368** Prescribed Judicial Mortgage - Certificate of Clerk of the Court rendering Judgment - that no suit or motion has been filed for revival or certified copy of final judgment rejecting the demand to revive judgment
( ) **R.S. 9:5167E Affidavit of Lost Note** - After Receipt of Notary who satisfied note out of proceeds
( ) **R.S. 9:5167.1 Affidavit to Cancel** by Title Insurance Officer
OTHER _____

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages of CAMERON Parish and any of its employees or agents relying on this Request for Cancellation for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 44:110.

This 29th day of April, 2013.

SIGNATURE: Cornelia B. Dunaway
PRINTED NAME: Cliff Cabell Cornelia B. Dunaway
COMPANY NAME: West Cameron Port, Harbor & Terminal District
TITLE: Chairman
ADDRESS: 540 W. Main Street
Hackberry, LA 70645
TELEPHONE NO: 337-762-4739

RFC 1
Revised 6-12-06

STATE OF Louisiana §

PARISH OF Cameron §

RELEASE BY OBLIGEE OF RECORD
(Pursuant to R.S. 44:106)

BE IT KNOWN that on this _____ day of _____, 20 13 , before me the undersigned Notary, duly commissioned and qualified in and for the above named Parish and State,

PERSONALLY CAME AND APPEARED:

West Cameron Port, Harbor and Terminal District

Represented herein by: Cliff Cabell

Title: Chairman, its duly authorized representative, who after being duly sworn declared:

(x) The above named appearer is the obligee of record of the obligation secured by the below described mortgage or privilege.

( ) The above named appearer is the assignee of record of the obligation secured by the below described mortgage or privilege. Said assignment is duly recorded at Registry Number _____ MOB_____ FOLIO_____

The said secured obligation has been paid or otherwise satisfied or extinguished and further the said mortgage or privilege is hereby released.

The Recorder of Mortgages in and for the Parish of Cameron is hereby requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

Mortgage or Privilege granted by Lake Charles Harbor & Terminal District

In favor of West Cameron Port, Harbor and Terminal District

In the sum of _____ Dated March 7, 2006

Registry Number 296490 MOB_____ FOLIO_____

of the official records of Cameron Parish, Louisiana, which affects the following described property: as per attached Notice of Lis Pendens marked Exhibit "A"

WITNESSES:

Jimmy Brown
Printed Name:

Howard Romero
Printed Name:

SIGNATURE: Cliff Cabell
PRINTED NAME: Cliff Cabell
COMPANY NAME: West Cameron Port, Harbor & Terminal District
TITLE: Chairman
ADDRESS: 540 W. Main Street
Hackberry, LA 70645
TELEPHONE NO: 337-762-4739

SWORN TO AND SUBSCRIBED before me this 29th day of April, 20 13.

Cornelia B. Dunaway
Notary Public
Printed Name: Cornelia B. Dunaway
ID or Bar Roll Number: 60258
Commission Expires: at death

RFC 2
Revised 6-13-06

Exhibit "A"

THE WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT	38TH JUDICIAL DISTRICT COURT
VERSUS	DOCKET NUMBER 10-17271
THE LAKE CHARLES HARBOR & TERMINAL DISTRICT	PARISH OF CAMERON, LOUISIANA

****

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN of the filing of the above entitled and numbered cause in the 38th Judicial District Court in and for Cameron Parish, Louisiana on December 7, 2005, the object of which concerns ownership of and immovable property rights with respect to the following described property:

Approximately 215 acres of land located in Sections 43 and 44, Township 12 South, Range 9 West, and in Sections 1 and 12, Township 12 South, Range 10 West, Louisiana Meridian, Cameron Parish, Louisiana, being a portion of the same property acquired by Stanolind Oil and Gas Company (predecessor of Amoco) from Wright Morrow by Act of Sale dated July 11, 1935, recorded in Conveyance Book 27 at page 280 of the Conveyance Records of said Parish, said land being more particularly described as follows:

Lot 12 of the captioned Section 43;

Lot 1 of the captioned Section 44;

All that portion of the South Half of the Southeast Quarter of the captioned Section 1 and the North Half of the Northeast Quarter of the captioned Section 12 lying easterly of the centerline of Louisiana State Highway No. 27.

Mortgage

FILE #296490

7 PM 1 11

L. LAGOUSSARD
CLERK OF COURT
RECORDER

AND RECORDER
ON PARISH, LA

The Clerk of Court and ex officio recorder for the Parish of Cameron, Louisiana is requested to cause this Notice of Lis Pendens to be recorded and indexed in the conveyance and mortgage records of the Parish of Cameron, Louisiana under the following name, to wit: The Lake Charles Harbor and Terminal District.

Conveyance

Lafayette, Lafayette Parish, Louisiana, this 06th day of March, 2006.

ALLEN & GOOCH
A Law Corporation

Randall Theunissen

RANDALL K. THEUNISSEN, # 12727
NEIL G. VINCENT, # 17184
Post Office Box 3768
Lafayette, Louisiana 70502-3768
Telephone (337) 291-1000

Attorneys for West Cameron Port, Harbor and Terminal District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing instrument has this day been served on all parties through their counsel of record in this proceeding by prepaid U.S. Mail.

Lafayette, Louisiana, this 06th day of March, 2006.

Randall Theunissen
RANDALL K. THEUNISSEN

REQUEST TO CANCEL

In accordance with the provisions of La. C. C. Article 3366, The Recorder of Mortgages for CAMERON Parish, Louisiana is hereby requested and directed to cancel the recordation of the following described privilege:

( ) **MORTGAGE** granted by _____
In favor of _____
In the sum of _____
Recorded in MOB_____, FOLIO_____, Instrument Number _____

(X) **JUDGMENT** in favor of West Cameron Port, Harbor and Terminal District
Against Lake Charles Harbor & Terminal District
In the sum of $2,602,751.08
Recorded in MOB_____, FOLIO_____, Instrument Number 313719

( ) **OTHER** _____
Recorded in MOB_____, FOLIO_____, Instrument Number_____

THIS REQUEST TO CANCEL IS BASED ON THE FOLLOWING:
(Please check the appropriate box)

(X) **R.S. 44:106 No Paraphed Obligation** - Authentic Act signed by Obligee of Record that acknowledges satisfaction
( ) **R.S. 44:107 Paraphed Obligation** - Note attached marked "Paid" or "Canceled"
( ) **R.S. 44:107 Paraphed Obligation** - An act of release executed before a notary who certifies in the act that the obligation was presented to him by the holder and owner and that he paraphed it for identification with the act of release.
( ) **R.S. 44:108 Public Officer** (Sheriff, Marshal or other officer as a consequence of a judicial sale or other decree of action)
( ) **R.S. 44:111 Bankruptcy Order of Discharge** - Affidavit (Order of Discharge)
( ) **CC 3367 Prescribed Mortgage or Privilege - Application**
( ) **CC 3368** Prescribed Judicial Mortgage - Certificate of Clerk of the Court rendering Judgment - that no suit or motion has been filed for revival or certified copy of final judgment rejecting the demand to revive judgment
( ) **R.S. 9:5167E Affidavit of Lost Note** - After Receipt of Notary who satisfied note out of proceeds
( ) **R.S. 9:5167.1 Affidavit to Cancel** by Title Insurance Officer
OTHER_____

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages of CAMERON Parish and any of its employees or agents relying on this Request for Cancellation for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 44:110.

This 29th day of April, 20 13.

SIGNATURE: Cornelia B Duranez
PRINTED NAME: Cliff Cabell Cornelia B Duranez
COMPANY NAME: West Cameron Port, Harbor and Terminal District
TITLE: Chairman
ADDRESS: 540 W. Main Street
Hackberry, LA 70645
TELEPHONE NO: 337-762-4739

RFC 1
Revised 6-12-06

STATE OF Louisiana §

PARISH OF Cameron §

RELEASE BY OBLIGEE OF RECORD
(Pursuant to R.S. 44:106)

BE IT KNOWN that on this _____ day of _____, 20 13 , before me the undersigned Notary, duly commissioned and qualified in and for the above named Parish and State,

PERSONALLY CAME AND APPEARED:

West Cameron Port, Harbor and Terminal District

Represented herein by: Cliff Cabell

Title: Chairman, its duly authorized representative, who after being duly sworn declared:

( ) The above named appearer is the obligee of record of the obligation secured by the below described mortgage or privilege.

( ) The above named appearer is the assignee of record of the obligation secured by the below described mortgage or privilege. Said assignment is duly recorded at Registry Number _____ MOB_____ FOLIO_____

The said secured obligation has been paid or otherwise satisfied or extinguished and further the said mortgage or privilege is hereby released.

The Recorder of Mortgages in and for the Parish of Cameron is hereby requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

Mortgage or Privilege granted by Lake Charles Harbor & Terminal District
In favor of West Cameron Port, Harbor and Terminal District
In the sum of $2,602,751.08 Dated December 31, 2008
Registry Number 313719 MOB_____ FOLIO_____
of the official records of Cameron Parish, Louisiana, which affects the following described property: per attached Judgment marked Exhibit "A"

WITNESSES:

Jimmy Brown
Printed Name:

Howard Romero
Printed Name:

SIGNATURE: Cliff Cabell
PRINTED NAME: Cliff Cabell
COMPANY NAME: West Cameron Port, Harbor & Terminal District
TITLE: Chairman
ADDRESS: 540 W. Main Street
Hackberry, LA 70645
TELEPHONE NO: 337-762-4739

SWORN TO AND SUBSCRIBED before me this 24th day of April, 20 13.

Cornellia B Dunaway
Notary Public
Printed Name: Cornellia B. Dunaway
ID or Bar Roll Number: 50258
Commission Expires: at death

RFC 2
Revised 6-13-06

Exhibit "A"

FILE # 313719

THE WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT

VERSUS

THE LAKE CHARLES HARBOR AND TERMINAL DISTRICT

38TH JUDICIAL DISTRICT COURT
CAMERON PARISH, LA.

DOCKET NO. 10-17271

2009 JAN 5 AM 11 00

CAMERON PARISH, LOUISIANA

CLERK OF COURT & RECORDER

Conveyance

JUDGMENT

The Exception of Lack of Subject Matter Jurisdiction filed by the defendant CAMERON LNG, LLC ("CAMERON LNG"), the Motion for Summary Judgment filed by plaintiff WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT ("WEST CAMERON"), the Motion for Summary Judgment filed by defendant LAKE CHARLES HARBOR AND TERMINAL DISTRICT ("LC PORT"), and the Motion for Summary Judgment filed by defendant CAMERON LNG came on for hearing on December 2, 2008.

Present in Court were:

Randall K. Theunissen, Neil G. Vincent and David J. Ayo for the West Cameron Port, Harbor and Terminal District

Aubrey B. Hirsch, Jr. and Michael K. Dees for the Lake Charles Harbor and Terminal District

G. William Jarman and Lana D. Crump for Cameron LNG, LLC

This matter comes before the Court upon the Petition by WEST CAMERON in challenge of the conduct of LC PORT evidenced by LC PORT having become the lessor to CAMERON LNG of a site for the construction of an LNG terminal under that certain Surface Lease by and between Amoco Production Company and Cities Service Company dated February 13, 1978, recorded under Instrument No. 153288, Conveyance Book 387, Page 216 of the records of Cameron Parish, Louisiana, as amended by:

1. that certain Amendment, recorded December 16, 1994, under Instrument No. 238921 of the records of Cameron Parish, Louisiana,

2. that certain Second Amendment to Surface Lease dated as of December 31, 2002, a memorandum of which is recorded under Instrument No. 280138 of the records of Cameron Parish, Louisiana (the "Second Amendment"),

3. that certain Third Amendment to Surface Lease dated as of December 3, 2004, a memorandum of which is recorded under Instrument No. 289937 of the records of Cameron Parish, Louisiana,

4. that certain Fourth Amendment to Surface Lease dated as of April 12, 2005, (no memorandum of which is recorded in the records of Cameron Parish, Louisiana); and

5. that certain Fifth Amendment to Surface Lease dated as of September 20, 2006, (no memorandum of which is recorded in the records of Cameron Parish, Louisiana),

(collectively, as amended, the "Lease"), which Lease bears upon the following described property acquired by LC PORT from Deep Sea, LLC in that certain Act of Cash Sale and Assignment of Lease executed February 1, 1999 (the "Property Purchase Date"), recorded February 3, 1999, under Instrument No. 258684, Conveyance Book 890, Page 880, of the records of the Clerk of Court for Cameron Parish, Louisiana:

All that certain tract or parcel of land containing 218.297 acres, more or less, and being situated in Sections 1 and 12, Township 12 South, Range 10 West, and Section 43 and 44, Township 12 South, Range 9 West, in the Southwestern Land District, Louisiana Meridian, Cameron Parish, Louisiana, and being more particularly described by metes and bounds as follows:

Commencing at the common corner of Sections 43 and 44, Township 12 South, Range 9 West, and Sections 1 and 12, Township 12 South, Range 10 West;

Thence South 01 degrees 01 minutes 28 seconds West (record), along the common line between said Sections 12 and 44, for a distance of 1321.82 feet (record, 1319.26 feet) to a found 3" transite pipe at the Southeast corner of the North Half of the Northeast Quarter of said Section 12, and the Point of Beginning of herein described parcel;

Thence North 88 degrees 40 minutes 17 seconds West (record, North 88 degrees 40 minutes 44 seconds West), passing a found 3" transite pipe, at a distance of 1855.90 feet (record), and continuing for a total distance of 1903.94 feet (record, 1904.03 feet) to a set P.K. Nail in the centerline of Louisiana Highway No. 27; and the beginning of a horizontal curve to the left, having a radius of 7873.75 feet (record), a delta angle of 08 degrees 28 minutes 25 (sic), for an arc length of 1164.46 feet (record, 1162.13 feet) to a set P.K. Nail, subtended by a chord bearing of North 06 degrees 23 minutes 24 seconds West (record, North 06 degrees 22 minutes 53 seconds West), and a chord distance of 1163.40 feet (record, 1161.08 feet);

Thence continuing along said Highway, and run thence North 08 degrees 26 minutes 09 seconds West (record, North 08 degrees 32 minutes 09 seconds West) for a distance of 536.51 feet (record) to a set P.K. Nail;

Thence North 08 degrees 47 minutes 25 seconds West (record), along said centerline of Louisiana State Highway 27, for a distance of 247.67 feet (record);

Thence North 09 degrees 22 minutes 57 seconds West (record North 09 degrees 20 minutes 28 seconds West), along said centerline of Louisiana State Highway 27, for a distance of 726.51 feet (record) to a set PK nail at the North line of the South half of the Southeast Quarter (South/2 of SE/4) of the aforesaid Section 1;

Thence leaving the centerline of Louisiana State Highway 27, and run South 88 degrees 40 minutes 11 seconds East (record South 88 degrees 40 minutes 13 seconds East), along said North line of the South half of the Southeast Quarter (South/2 of SE/4) of Section 1, passing over a found 1 inch rod at a distance of 40.7 feet, and passing over a set 5/8 inch rod with cap stamped RPLS 4750 at a distance of 334.2 feet and continue for a total distance of 2285.98 feet to a set 1.25 inch iron pipe at

the Northeast corner of the South Half of the Southeast Quarter of Section 1, from whence bears a found 1.5 inch stainless steel rod bearing North 55 degrees 30 minutes 25 seconds East at a distance of 0.63 feet;

Thence South 88 degrees 40 minutes 20 seconds East (record South 88 degrees 40 minutes 13 seconds East), passing over a set 5/8 inch iron rod with cap stamped RPLS 4750 as an offset corner at a distance of 632.37 feet, and continue for a total distance of 1319.98 feet to a point;

Thence South 00 degrees 17 minutes 21 seconds East (record) for a distance of 1320.59 feet (record) to the common line of the aforesaid Sections 43 and 44;

Thence South 88 degrees 40 minutes 10 seconds East (record), along said common line of Sections 43 and 44, for a distance of 528.00 feet (record);

Thence South 11 degrees 28 minutes 42 seconds West (record) for a distance of 1339.93 feet (record);

Thence North 88 degrees 41 minutes 04 seconds West (record North 88 degrees 40 minutes 44 seconds West) for a distance of 768.38 feet (record 769.48 feet) to a point;

Thence North 88 degrees 40 minutes 17 seconds West (record, North 88 degrees 40 minutes 44 seconds West) for a distance of 836.01 feet (record) to the Point of Beginning, containing 9,509,025 square feet, or 218.297 acres, more or less.

Being all the same property acquired by defendant LAKE CHARLES HARBOR AND TERMINAL DISTRICT from Deep Sea, LLC in that certain Cash Sale and Assignment of Lease executed February 1, 1999, recorded February 3, 1999, under Instrument No. 258684, Conveyance Book 890, Page 880, of the records of the Clerk of Court for Cameron Parish, Louisiana, and described therein as follows:

Approximately 215 acres of land located in Sections 43 and 44, Township 12 South, Range 9 West, and in Sections 1 and 12, Township 12 South, Range 10 West, Louisiana Meridian, Cameron Parish, Louisiana, being a portion of the same property acquired by Stanolind Oil and Gas Company (predecessor of Amoco from Wright Morrow by Act of Sale dated July 31, 1935, recorded in Conveyance Book 27 at page 280 of the Conveyance Records of said Parish, said land being more particularly described as follows:

Lot 12 of the captioned Section 43.

Lot 1 of the captioned Section 44.

All that portion of the South Half of the Southeast Quarter of the Captioned Section 1 and the North Half of the Northeast Quarter of the captioned Section 12 lying easterly of the centerline of Louisiana State Highway No. 27

(the "Property").

After considering the memoranda and argument submitted by counsel and the evidence presented at the hearing and after considering the appropriate law and the stipulation by all parties that there are no genuine issues of material facts to require a trial on the merits of this matter:

IT IS ORDERED, ADJUDGED AND DECREED that the Exception of Lack of Subject Matter Jurisdiction filed by defendant CAMERON LNG is hereby overruled and denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed by defendant LC PORT is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CAMERON LNG'S Motion for Summary Judgment on West Cameron's claims is hereby denied; and CAMERON LNG'S Motion for Summary Judgment on its cross claim against LC PORT is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed by plaintiff WEST CAMERON is granted, except with respect to WEST CAMERON's request for declaratory judgment and injunctive relief as to future activities of LC PORT (other than the Lease) occurring outside of the territorial jurisdiction of LC PORT and within the territorial jurisdiction of WEST CAMERON, which is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the activities of LC PORT by entering into the Second Amendment with respect to the Lease and the Property to allow for the construction by CAMERON LNG of an LNG facility constitutes port, harbor and terminal activity by LC PORT.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the activity of the LC PORT by entering into the Second Amendment and subsequent amendments of the Lease on the Property located within the territorial jurisdiction of plaintiff WEST CAMERON as set forth in La. R.S. 34:2551 exceeds the statutory authority of defendant LC PORT found at La. R.S. 34:201 *et seq.* to conduct port, harbor and terminal activities within the territorial jurisdiction of defendant LC PORT as set forth in La. R.S. 34:201.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendant LC PORT exceeded all of its legal authorities under LC PORT's enabling statutes, or otherwise, including its authorities under La. R.S. 201 *et. seq.* and its authorities as Local Sponsor for the Calcasieu River Ship Channel by designation from the Governor of the State of Louisiana dated March 14, 1962, when LC PORT entered into the Second Amendment (and all subsequent amendments to the Lease) with Hackberry LNG

Terminal, L.L.C. (now Cameron LNG, by name change) in connection with the proposed construction of an LNG terminal.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a permanent injunction is hereby entered enjoining defendant LC PORT from owning and/or operating port, harbor and terminal facilities or rendering and/or offering port, harbor and terminal services through its lease of the Property located within the territorial jurisdiction of plaintiff WEST CAMERON as set forth in La. R.S. 34:2551 and that LC PORT is further enjoined from continuing to be the lessor under the Lease (the "Permanent Injunction").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Permanent Injunction issued herein against LC PORT does not apply to CAMERON LNG.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property was acquired by and was held by defendant LC PORT as a public entity in trust for public purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in order to make the Lease legal, the Court has the authority to transfer ownership of the Property to WEST CAMERON and further the Court has the authority to assign all rights and interests of defendant LC PORT in, under and to the Lease (including the right to receive rentals) to plaintiff WEST CAMERON and to obligate WEST CAMERON to hereinafter grant in favor of CAMERON LNG, or its affiliates, such Servitudes over the Property as LC Port was obligated to grant under the terms of the Lease, with respect to the Property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that title to the Property is hereby transferred, and assignment of the Lease is hereby made, from defendant LC PORT to plaintiff WEST CAMERON, subject to all rights, title, interests and obligations of defendant CAMERON LNG under said Lease to continue in full force and effect in accordance with the terms of the Lease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that by virtue of and in accordance with the transfer of the Property and assignment of the Lease from defendant LC PORT to plaintiff WEST CAMERON, the Lease to defendant CAMERON LNG is declared not to be null, but is judicially declared to be free of all illegalities and shall continue unmodified and in full force and effect in accordance with the terms of the Lease and as set forth in this judgment, and further that nothing contained in this

judgment shall be construed to declare null, invalid or unenforceable any servitudes, easements, rights of way, temporary use rights, dredging rights, spoil disposal rights, wetlands mitigation or other rights (collectively, the "Servitudes") granted in favor of CAMERON LNG or its predecessors or affiliates pursuant to, in accordance with or in furtherance of the Lease or the construction and operation of the LNG Facility and each such Servitudes shall continue unmodified and in full force and effect, including but not limited to the rights heretofore granted under the Lease by LC PORT in favor of CAMERON LNG in and to the "Additional District Property" (as that term is defined in the Second Amendment to Surface Lease)..

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that nothing contained in this judgment shall be construed to affect in any way the existing preference and priority of the Lease and the Servitudes as to other interests in the Property or the Additional District Property or the effectiveness of the Lease as to third persons, and the Lease and the Servitudes shall continue to have the same preference and priority as to other interests in the Property and the Additional District Property, and the Lease shall continue to be effective as to third persons as if the Property and the Lease had not been transferred to WEST CAMERON by this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WEST CAMERON shall hereafter grant to CAMERON LNG, or its affiliates, such Servitudes in, across, under or affecting the Property as may be required by the terms of the Lease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that LC PORT shall hereafter grant to CAMERON LNG, or its affiliates, such Servitudes in, across, under or affecting the Additional District Property as may be required by the Lease, but excluding any portion of the Additional District Property that is included in the Property by virtue of the Third Amendment to Surface Lease.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant LC PORT transfer to plaintiff WEST CAMERON a dollar amount equal to $2,602,751.08 for all rental payments paid to defendant LC PORT under the Lease and after the Second Amendment through December 6, 2007 (the "Pre-Ruling Rental Payments), said Pre-Ruling Rental Payments having been found to have been made to LC PORT on the dates and in the amounts set forth in the following schedule in full

satisfaction of CAMERON LNG's rental payment obligations under the Lease as of December 6, 2007:

Date Received	Amount
6/25/2004	$210,300.06
12/15/2004	$50,000.00
5/23/2005	$95,814.02
7/22/2005	$356,040.00
5/30/2006	$356,040.00
5/31/2007	$356,040.00
7/22/2005	$178,517.00
10/2/2005	$100,000.00
12/2/2005	$200,000.00
12/5/2006	$200,000.00
4/9/2007	$200,000.00
12/6/2007	$300,000.00
Total Pre-Ruling Payments	$2,602,751.08

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant LC PORT transfer to plaintiff WEST CAMERON for the use of and application by plaintiff WEST CAMERON in furtherance of the statutory authority and powers of plaintiff WEST CAMERON in addition to the Pre-ruling Rental Payments, a dollar amount equal to all rental payments and revenues paid by CAMERON LNG to defendant, LC PORT or which are paid to defendant, LC PORT by defendant CAMERON LNG after December 6, 2007 pursuant to the Lease (the "Post-Ruling Rental Payments", and together with the Pre-Ruling Rental Payments, the "Rental Payments").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant LC PORT transfer to plaintiff WEST CAMERON for the use of and application by plaintiff WEST CAMERON in furtherance of the statutory authority and powers of plaintiff WEST CAMERON legal interest on the amount of each of the Rental Payments from the date of judicial demand until such amounts are paid to WEST CAMERON pursuant to this judgment (the "Gross Judgment Amount").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant LC PORT be entitled to a credit against the Gross Judgment Amount in an amount equal to the purchase price paid by LC PORT for the Property ($550,000.00), plus legal interest thereon from the Property Purchase Date(the "LC PORT Credit").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant LC PORT is hereby cast in judgment in favor of WEST CAMERON and shall be solely responsible to WEST CAMERON for the full sum of the Gross Judgment Amount less the LC PORT Credit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all rental payments or other amounts due by CAMERON LNG under the Lease subsequent to December 2, 2008 be deposited by CAMERON LNG into the registry of the Court pending finality of this judgment, said amounts, together with any interest accruing thereon while deposited into the registry of the court to be disbursed and distributed by the Court at finality of the judgment in accordance with the terms of the final judgment, or in the interim in accordance with such other orders or rulings of this Court or any Louisiana appellate court with jurisdiction over this matter (the "Registry Amount").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Registry Amount be placed in an interest bearing account and that no legal interest shall accrue against LC PORT and in favor of WEST CAMERON on the Registry Amount.

JUDGMENT READ, RENDERED AND SIGNED at Cameron, Louisiana, this 31st day of December, 2008.

Honorable H. Ward Fontenot, Judge

THE STATE OF LOUISIANA }
PARISH OF CAMERON } OFFICE OF CLERK, 38th Jud'l Dist. Court

I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of original filed for record the 5th day of January 2009 Bearing file No. 313719 and recorded Book — of Conveyance Page — and Book — of mortgage In testimony whereof, [illegible] official signature and seal at Cameron, Parish, Louisiana on this 5th day of January A.D. 2009

Debbie Savoie
CLERK OF COURT