MINUTES OF THE REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON NOVEMBER 20, 2024.

ITEM 1-CALL TO ORDER

Chairman Murray called the Meeting to order at 4:00 p.m.

ITEM 2-ROLL CALL

Vickie Lewis-Clark	Mr. Bazile
Mr. Bazile	Here.
Vickie Lewis-Clark	Mr. Duhe'
Mr. Duhe'	Here.
Vickie Lewis-Clark	Mr. Burks
Mr. Burks	Here.
Vickie Lewis-Clark	Mr. Scontrino
Mr. Scontrino	Here.
Vickie Lewis-Clark	Ms. Dumas
Ms. Dumas	Here.
Vickie Lewis-Clark	Mr. Joseph
Mr. Joseph	Here.
Vickie Lewis-Clark	Mrs. Hebert
Mrs. Hebert	Here.
Vickie Lewis-Clark	Mr. LeBlanc
Mr. LeBlanc	Here.
Vickie Lewis-Clark	Mr. Murray.
Mr. Murray	Here.

ITEM 3. PLEDGE OF ALLEGIANCE

ITEM 4. MOMENT OF SILENCE TO REMEMBER FORMER PORT EXECUTIVE DIRECTOR, PAUL G. AUCOIN (2013-2022)

ITEM 5. APPROVAL OF MINUTES – OCTOBER 16, 2024

A Motion was offered by Mr. Scontrino and seconded by Mr. LeBlanc that the Minutes from the Regular Commission Meeting held on October 16, 2024, a copy of which is attached hereto as Exhibit A be, and the same is hereby, respectively approved.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 6. FINANCIAL REPORT

A Motion was offered by Mr. LeBlanc and seconded by Mr. Scontrino that the September 30, 2024 financial reports be, and the same are hereby, approved and payment of submitted invoices be ratified.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 7. STAKE HOLDERS PRESENTATION-ASSOCIATED BRANCH PILOTS PRESIDENT, CAPTAIN MICHAEL T.D. MILLER

ITEM 8. CHIEF EXECUTIVE OFFICER'S REPORT

Mr. Paul Matthews presented the Chief Executive Officer's Report.

- WTCNO Trade Mission to Rotterdam-10/13-10/18
- AAPA Annual Conference Boston Mass. 10/26-10/31
- PAL Port of Natchitoches 11/14
- Update LAPWIC meetings and any news regarding special session
- Update on Lower Mississippi Cargo Study
- We Work Waterways -High School Juniors and Seniors Hosted by: Inland Rivers Ports and Terminals (Maritime Industry) 11/6-11/7
- POSL Presentation Quebec Delegation
- Rotary Friendship Exchange of Canada in partnership with Rotary Club LaPlace visit and presentation
- International Work Boat Show in New Orleans

- Core Financial Modules in the New ERP System (Tyler) will be entering the Go Live Phase on December 2,2024.
- Commissioners must take Ethics and Sexual Harassment Training by December 30, 2024

ITEM 9. UPDATE BY THE PORTS PROGRAM MANAGER, WSP ON PORTS PROJECTS

ITEM 10. PUBLIC COMMENTS

No Public Comments.

ITEM 11. NEW BUSINESS

ITEM 11A. CONSIDER THIRD LEASE EXTENSION WITH PINNACLE POLYMERS - 20,034 SQ FT. WAREHOUSE 20 (BAUMER BUILDING)

A Motion was offered by Mr. Scontrino and seconded by Mr. Bazile authorizing and directing the Port to approve the third lease extension with Pinnacle Polymers 20,034 Sq Ft. Warehouse 20 (Baumer Building), a copy of which is attached as Exhibit B hereto, and that the Executive Director be, and he is hereby, authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11B. CONSIDER 7th AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT WITH NICHOLLS STATE UNIVERSITY

A Motion was offered by Mr. Scontrino and seconded by Miss Dumas authorizing and directing the Port to approve the 7th Amendment to the Cooperative Endeavor Agreement with Nicholls State University, a copy of which is attached as Exhibit C hereto, and the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None

ABSTAIN None

ABSENT None

ITEM 11C. CONSIDER RESOLUTION AWARDING GLOBALPLEX ROAD IMPROVEMENTS AND DRAINAGE BETWEEN GLOBALPLEX BUILDINGS 71 AND 76 FP&C PROJECT 36-P21-22-01 (ACCESS ROAD TO BUILDING 71) PENDING FACILITY, PLANNING & CONTROL/CAPITAL OUTLAY AND U.S. ECONOMIC DEVELOPMENT ADMINISTRATION APPROVALS

A Motion was offered by Mr. Burks and seconded by Mr. Scontrino to hereby adopt a Resolution to Award the Globalplex Road Improvements and Drainage between Globalplex Buildings 71 and 76 FP&C Project 36-P21-22-01 (Access Road to Building 71) to Kass Brothers, Inc. in the amount of $1,179,486.00, pending and subject to Facility, Planning & Control/Capital Outlay and U.S. Economic Development Administration approvals, a copy of which is attached as Exhibit D hereto, and the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray

NAYS None

ABSTAIN None

ABSENT None

ITEM 11D. CONSIDER SUBSTANTIAL COMPLETION – WAREHOUSE 20 (BAUMER BUILDING) ROOF REPAIR/REPLACEMENT – HURRICANE IDA DAMAGES (CONSTRUCTION COMMITTEE MEETING ITEM NOVEMBER 13, 2024)

A Motion was offered by Mr. Burks and seconded by Mr. LeBlanc authorizing and directing the Port to approve the substantial completion of Warehouse 20 (Baumer Building) Roof Repair/Replacement, Hurricane Ida Damages, a copy of which is attached as Exhibit E hereto, and that the Executive Director be, and he is hereby, authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray

NAYS None

ABSTAIN None

ABSENT None

ITEM 11E. CONSIDER SUBSTANTIAL COMPLETION GLOBALPLEX ROADWAY IMPROVEMENTS: PARKING AREA NEAR BUILDING 60 FP&C 36-P21-22-03 (CONSTRUCTION COMMITTEE MEETING ITEM NOVEMBER 13, 2024)

A Motion was offered by Mr. Burks and seconded by Mr. Scontrino authorizing and directing the Port to approve the substantial completion for Globalplex Roadway Improvements: parking area near Building 60, FP&C 36-P21-22-03, a copy of which is attached as Exhibit F hereto, and that the Executive Director be, and he is hereby, authorized, directed, and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11F. CONSIDER THE SELECTION OF PROFESSIONAL (ENGINEER) FOR THE FOLLOWING BUILDING 71 PROJECTS:

1. Building 71 Heavy Load Capacity Floor
2. Conveyor Improvements
3. Rail Spur Connection

A Motion was offered by Mr. Joseph and seconded by Mrs. Hebert to adopt a Resolution to approve the selection of a professional engineer for Building 71 Projects, a copy of which is attached as Exhibit G hereto, and that the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11G. CONSIDER RESOLUTION IN SUPPORT OF PORT PRIORITY PROGRAM APPLICATION ADM PORT IMPROVEMENTS -PHASE 2

A Motion was offered by Mr. LeBlanc and seconded by Mrs. Hebert to adopt a Resolution authorizing and directing the Port to apply to the Port Priority Program for funding assistance for ADM-Reserve Grain Elevator, Port Improvements for Phase 2, a copy of which is attached as Exhibit H hereto, and that the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11H. CONSIDER WSP TASK ORDER #24-13-ADM RESERVE GRAIN FACILITY-CONSTRUCTION OBSERVATION AND ADMINISTRATION

A Motion was offered by Mr. Burks and seconded by Mr. LeBlanc authorizing and directing the Port to approve WSP Task Order #24-13-ADM Reserve Grain Facility-Construction Observation and Administration, a copy of which is attached as Exhibit I hereto, and that the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11I. CONSIDER SHREAD KUYRKENDALL & ASSOCIATES, INC. TASK ORDER 4E FOR DESIGN AND ENGINEERING TERMINAL BUILDING-PHASES 1A, PHASES 1B

A Motion was offered by Mr. Scontrino and seconded by Mrs. Hebert authorizing and directing the Port to approve Shread Kuyrkendall & Associates, Inc. Task Order 4E for Design and Engineering Terminal Building, copy of which is attached as Exhibit J hereto, and that the

Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11J. CONSIDER SHREAD KUYRKENDALL & ASSOCIATES, INC. TASK ORDER 4F FOR DESIGN HANGAR DEVELOPMENT

A Motion was offered by Mr. Scontrino and seconded by Mrs. Hebert authorizing and directing the Port to approve Shread Kuyrkendall & Associates, Inc. Task Order 4F for Design Hangar Development and that the Executive Director be, a copy of which is attached as Exhibit K hereto, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Miss Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11K. DISCUSSION ON STATUS OF LIFE FOR TYRES CONTRACT(S)

Commissioners discussed the status of Life for Tyres Contract(s). A representative from Life for Tyres appeared, made a statement and responded to questions.

ITEM 11L. EXECUTIVE SESSION IN ACCORDANCE WITH LA.R.S. 42:17:

1. LITIGATION

   a. THE DESCENDANTS PROJECT VS. PORT OF SOUTH LOUISIANA, ET AL 40TH JUDICIAL DISTRICT COURT, PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA DIVISION A, DOCKET C-79170 AND RELATED MATTERS

   b. THE DESCENDANTS PROJECT VS. LUCIEN J. GAUFF, III, ASSESSOR AND GREENFIELD LOUISIANA, LLC., 40TH JUDICIAL DISTRICT COURT, PARISH

OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA, DIVISION A, DOCKET NUMBER C-79485 AND RELATED MATTERS

c. THE DESCENDANTS PROJECT VS. ST. JOHN THE BAPTIST PARISH, THROUGH IT'S EXECUTIVE OFFICER, PARISH PRESIDENT JACLYN HOTARD, ET AL, 40^{TH} JUDICIAL DISTRICT COURT, PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA, DIVISION A, DOCKET NUMBER C-80394 AND RELATED MATTERS

A Motion was offered by Mr. Scontrino and seconded by Ms. Dumas for Commissioners to enter Executive Session at 5:27 p.m. Mr. Matthews, Mr. Villa, Mr. Butler and Mrs. Riley- Williams were invited to attend.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

A Motion by Mr. Joseph and seconded by Mrs. Hebert for Commissioners to return from Executive Session at 5:41 p.m.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	None

ITEM 11M. CONSIDER ADOPTING AMENDMENTS TO THE CONTRACTS WITH GREENFIELD AND RELATED MATTERS

As a result of Executive Session, a Motion was offered by Mrs. Hebert and seconded by Ms. Dumas authorizing and directing the Port to adopt amendments terminating the Omnibus and Tri Party Agreement, copies of which are attached as Exhibits L and K, respectfully, and that the Executive Director be, and he is hereby, authorized, directed and instructed to take any and all actions and execute any and all documents to effect the foregoing.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mr. Joseph, Mrs. Hebert, Mr. LeBlanc, Mr. Murray

NAYS	None
ABSTAIN	None
ABSENT	None

2. EXECUTIVE SESSION IN ACCORDANCE WITH LA. R.S. 42:17(A)(1) TO DISCUSS THE CHARACTER OR PROFESSIONAL COMPETENCE-EXECUTIVE DIRECTOR ANNUAL REVIEW REQUIREMENT

A Motion was offered by Mr. Scontrino and seconded by Mr. Duhe to enter Executive Session in accordance with LA. R.S. 42:17 (A)(1) to discuss the character or Professional Competence-Executive Director annual review requirement at 5:48 p.m. Mr. Butler and Mr. Matthews were invited to attend.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Joseph

A Motion was offered by Mr. LeBlanc and seconded by Ms. Dumas to return from Executive Session at 7:43 p.m.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Joseph

Chairperson Murray announced that no action was taken in Executive Session.

12. COMMITTEE REPORTS AND COMMISSIONER'S REMARKS

13. ADJOURNMENT

A Motion was offered by Mr. Burks and seconded by Mr. Bazile that the meeting be adjourned.

YEAS	Mr. Bazile, Mr. Duhe', Mr. Burks, Mr. Scontrino, Ms. Dumas, Mrs. Hebert, Mr. LeBlanc, Mr. Murray
NAYS	None
ABSTAIN	None
ABSENT	Mr. Joseph

The meeting was adjourned.

Stanley C Bazile

Stanley C. Bazile
Secretary

P. Joey Murray, III
Chairman

December 17, 2024

B

THIRD EXTENSION TO AMENDED, RESTATED AND SUPERSEDING LEASE AGREEMENT DATED JUNE 1, 2016

BETWEEN

PORT OF SOUTH LOUISIANA AND PINNACLE POLYMERS, INC.

This Extension of Lease Agreement (the "Third Amendment") is entered into effective as of the 1st day of June, 2024 by and between Port of South Louisiana (hereinafter referred to as "Lessor"), a political subdivision of the State of Louisiana, whose registered office is 1720 Highway 44 , Reserve, LA 70084, created, operating and existing under the provisions of Chapter 30, Title 34 of the Louisiana Revised Statutes of 1950, herein represented by its Executive Director, Paul Matthews and Pinnacle Polymers, Inc. (hereinafter referred to as "Lessee") whose registered address is P. O. Drawer E., One Pinnacle Avenue, Garyville, Louisiana 70051.

RECITALS

A. Lessor and Lessee entered into that certain Amended, Restated and Superseding Lease Agreement dated June 1, 2016 (the "Lease").

B. The term of the Lease was previously extended by two prior amendments.

C. Lessor and Lessee desire to amend the Lease again to extend the term further and to modify certain terms of the Lease.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Lessor and Lessee agree as follows:

Article 2. Term is hereby modified to extend the term for another period of two (2) years. The lease renewal period shall commence on June 1, 2024 and expire on May 31, 2026. Any party shall have the right to terminate this lease upon giving the other party ninety (90) days advance written notice.

Article 3. Rental and Place of Payment is hereby modified as follows:

> The rent under this lease shall be Seven Thousand Five Hundred Twelve Dollars and Seventy-Five Cents ($7,512.75) effective as of June 1, 2024 through May 31, 2026. Lessee's monthly utilities shall continue to be $600 per month. Total rent will therefore be Eight Thousand One Hundred Twelve Dollars and Seventy-Five Cents ($8,112.75) per month effective as of June 1, 2024 and shall be payable on the 1st of each month. The Payment shall be mailed to the following address: Port of South Louisiana, P. O. Box AE, Reserve, Louisiana 70084. Within 15 days of execution of this Amendment, Lessee shall pay Lessor the difference in the rent paid from June 1, 2024 through October 31, 2024 and the rent due based on this Amendment.

All other terms and conditions set forth in the Amended, Restated and Superseding Lease Agreement dated June 1, 2016 shall remain in full force and effect.

This Amendment may be executed in counterparts which together will serve as an original and a pdf or fax copy may serve as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of the date first above written:

WITNESSES:	PINNACLE POLYMERS, INC.
______________________________	By:______________________________
Print Name:__________________	
______________________________	
Print Name:__________________	
WITNESSES:	PORT OF SOUTH LOUISIANA
______________________________	By:______________________________
Print Name:__________________	Paul Matthews, Executive Director/CEO
______________________________	
Print Name:__________________	

C

7TH AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PORT OF SOUTH LOUISIANA AND NICHOLLS STATE UNIVERSITY

All of the terms, conditions and provisions of the prior Agreement, except as modified herein, shall remain the same and continue to be in full force and effect.

WHEREAS, in furtherance of the Port of South Louisiana's cooperation with Nicholls State University and commitment to restoring America's wetlands and ending coastal erosion the parties agree as follow:

SECTION 1. The Port of South Louisiana will continue its partnership with Nicholls State University, Department of Biological Sciences and provide financial assistance in an amount not to exceed Eighteen thousand dollars and no cents ($18,000) to assist with its endeavor to end coastal erosion and restore Louisiana land.

SECTION 2. Nicholls State University, Department of Biological Sciences shall provide the Port of South Louisiana with monthly status reports and other submittals upon the Port's request.

SECTION 3. The parties agree to put forth their best efforts to work together to meet the goals and objectives of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of Lafourche, State of Louisiana, as of the date written below, set out, after due reading of the whole.

WITNESSES:	NICHOLLS STATE UNIVERSITY
______________________	By: ______________________
Print Name: ______________	Dr. Jay Clune
	Its: President
______________________	
Print Name: ______________	Date: ______________

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. John The Baptist, State of Louisiana, as of the date written below, set out, after due reading of the whole.

WITNESSES:

____

Print Name: ____________________

____

Print Name: ____________________

PORT OF SOUTH LOUISIANA

By: ________________________

Paul Matthews

Its: Executive Director and CEO

Date: ______________________

D

RESOLUTION – AWARD PROJECT

FP&C 36-P21-22-021
GLOBALPLEX ROAD IMPROVEMENTS AND DRAINAGE GLOBALPLEX BUILDINGS 71 AND 76, PLANNING AND CONSTRUCTION
PARISH OF ST. JOHN THE BAPTIST

RESOLUTION

WHEREAS, the Port of South Louisiana Commission received bids on October 29, 2024 for the Globalplex Road Improvements and Drainage, Globalplex Buildings 71 and 76, Planning and Construction project under the Capital Outlay Program; and

WHEREAS, NY Associates, Port's Engineer, has recommended that award of contract be made to the lowest responsible and responsive bidder, Kass Bros. Inc.

NOW, THEREFORE, BE IT RESOLVED by the Port of South Louisiana , in Regular Session, assembled on this 20th day of November, 2024 , acting pursuant to the recommendation of NY Associates that the Base Bid in the amount of $1,179,486.00 by Kass Bros., Inc. be accepted, and a contract be awarded to them.

YEAS ___ NAYS ___ ABSTAIN ___ ABSENT __

Stanley C. Bazile
Secretary

P. Joey Murray, III
Chairman

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular meeting of the Port of South Louisiana Commission held on the 20th day of November, 2024 in which a quorum was present and voting and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at ______________________________ on the ____ day of ____________, 20__.

____
SECRETARY

E

AIA Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Baumer Foods Roof Retrofit
573 West 10th Street
Reserve, LA 70084

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 6, 2023

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: November 8, 2024

OWNER: *(name and address)*
Port of South Louisiana
1720 Highway 44
Reserve, LA 70084

ARCHITECT: *(name and address)*
Linfield, Hunter & Junius, Inc.
3608 18th Street
Metairie, LA 70002

CONTRACTOR: *(name and address)*
Ray Bros., Inc.
2801 Frenchman Street
New Orleans, LA 70122

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Removal of existing retrofit roof, installation of new retrofit roof, installation of new exhaust fans over the kettles, replaced in-kind of three (3) exhaust fans over the production area.

Linfield, Hunter & Junius, Inc.	Daniel	Daniel A. Flores, P.E., Engineer	November 8, 2024
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
All punch list items have been completed.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $00.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Ray Bros., Inc.		GINO RAY, PRESIDENT	NOV 8 2024
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Port of South Louisiana			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

F

SECTION 00019

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Project # 4 – Port Roadway Improvements - FPC-36-P21-22-03
Near Building 60

DATE OF SUBSTANTIAL COMPLETION: October 29th 2024

The work performed under this contract has been inspected by an authorized representative of the Owner, Contractor and Engineer, and the Project is hereby declared complete.

Construction is in substantial conformance with the approved plans and specifications and no known material or construction deficiencies exist.

All required tests and measurements have been made in accordance with the specifications, to establish the quality and quantity of material and construction.

Shread-Kuyrkendall & Associates, Inc.
Engineer

The Contractor accepts the above CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor

APPROVED:

Port of South Louisiana
Owner

END OF SECTION

G

RESOLUTION

WHEREAS, on or about September 16, 2024 at its regular meeting, the Board of Commissioners (the "Commission") of the Port of South Louisiana (the "Port") resolved as set forth in item 11G of the minutes of that September 16, 2024 Commission meeting that extensions on existing respective contracts were approved for the following respective professional service firms:

1. AECOM;
2. AIMS Group;
3. Atlas Technical Consultants;
4. Go Tech Consulting Engineering;
5. Infinity Engineering Consultants;
6. Julien Engineering & Consulting;
7. Linfield, Hunter & Junius;
8. Meyer Engineering & Consulting;
9. NY & Associates;
10. Shread Kuyrkendall & Associates; and

WHEREAS, all of the professional services firms identified above were previously identified and selected pursuant to a request for proposal/statement of qualifications process seeking to identify certain professional services firms to provide certain professional services to the Port (hereafter, the "on call list").

NOW, THEREFORE, it is hereby:

RESOLVED that the request for proposal in the form and substance of which is attached hereto as Exhibit "G" (hereafter, the "RFP") be, and the same is hereby, authorized and approved with respect to the following tasks regarding that improvement identified by the Port as its "Building 71":

1. Building 71 Heavy Load Capacity floor

2. Conveyer Improvements related to Building 71

3. Rail Spur connection servicing, directly or indirectly, Building 71

RESOLVED further that the Port shall immediately cause this RFP to be provided to each of those firms identified in the on call list; and

RESOLVED further that responses to the RFP shall be reviewed and evaluated by Port Commissioners Duhe', Hebert, Scontrino and Chairperson Murray for recommendation to the full Commission.

This resolution having been submitted to a vote, the vote thereon was as follows:

Member	Yea	Nay	Absent	Abstaining
Robbie LeBlanc	X			
Julie Hebert	X			
Florence Dumas	X			
Louis A. Joseph	X			
Joey Scontrino	X			
Ryan E. Burks	X			
Jason Duhe'	X			
Stanley C. Bazile	X			
P. Joey Murray, III	X			

And the resolution was declared adopted on this, the 20th day of November, 2024.

Stanley C Bazile

Stanley C. Bazile, Secretary

P. Joey Murray, III, Chairman

CERTIFICATION

I hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana and held on this 20 day of November, 2024 in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.

Signed at Reserve, Louisiana on the 20th day of November, 2024.

Stanley C Bazile

Secretary

H

RESOLUTION

A Resolution authorizing the Port of South Louisiana to prepare and submit an application to the Louisiana Port Construction and Development Priority Program for assistance in the implementation of a port improvement project -Reserve Grain Elevator; providing for the necessary documentation of the need for the port improvement; and providing for other matters in connection therewith.

WHEREAS, Port of South Louisiana has a need for port improvements; and

WHEREAS, Port of South Louisiana desires to apply for State matching funds pursuant to Chapter 47 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, to implement a project to improve its port operation and the (port authority) is fully aware of its obligations under said Statute; and

WHEREAS, Port of South Louisiana is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED by the Port of South Louisiana as follows:

Section 1. That Port of South Louisiana acknowledges that a formal application will be prepared and submitted to the Louisiana Port Construction and Development Priority Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project Port of South Louisiana agrees to execute a Project Agreement and a Statement of Sponsorship pursuant to the Statute.

Section 3. That Paul Matthews, Executive Director is hereby designated Authorized Representative for Port of South Louisiana to effect the preparation of an application to the Louisiana Port Construction and Development Priority Program for funding assistance of a port improvement project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the (port authority).

This __________ day of ____________________, 20___.

______________________	______________________
Secretary	P. Joey Murray, Chairman
	______________________
	Port of South Louisiana

I

Program Management - Task Order #24-13
ADM Reserve Grain Facility Construction Observation and Administration
November 14, 2024

I. Summary

The Port of South Louisiana has requested WSP to submit a new task order to provide construction observation and administration for the construction of the Port Improvements Reserve Grain Facility Under Dock Refurbishment Project. This project was designed by the tenant's engineering consultant team (Tenant: ADM, Designer: Lanier & Associates Consulting Engineers, LLC).

II. Scope

The Scope of Work under this Task Order includes the following:

Construction Observation and Administration

- Gain familiarity with plans and specifications
- Attend bi-weekly construction meetings
- Review inspection reports on a regular basis and provide weekly summary of work to the Port
- Perform weekly site visits
- Review the Engineers recommendation regarding contractor invoices against work completed and recommend for POSL approval and payment, this includes previously submitted and approved invoices.
- Participate in punch list walkthrough
- Review statement of substantial and final completion for POSL approval
- If change orders are warranted, WSP shall review the Engineer's analysis and provide an opinion to the POSL in negotiation of change orders with the contractor (assume 6 change orders)
- Monitor the status of RFI's and Submittal reviews
- Monthly update to the Port on construction and any issues
- Review construction schedule to ensure project does not have any significant delays

Exclusions

- WSP will not attend any fabrication facilities
- WSP will not perform any review of materials testing reports
- WSP is not verifying punch-list completion, this will be completed by the design engineer
- WSP is not reviewing contractor submittals and responding to RFI's

III. Fee

To perform the scope of work, WSP has provided an estimated level of effort in the table in this section. Under WSP's Program Management Agreement (July 2024), compensation shall be based on time and materials. Mileage will be expensed per the current business mileage rate dictated by the IRS. The estimated fee to perform the scope of work is **$76,407.20.**

Estimated Staff Hours

Design Phase Oversight			
	Rate	**Hours**	**Cost**
Sr. Principal	$ 311.00	8	$ 2,488.00
Sr. Civil Engineer	$ 201.00	16	$ 3,216.00
Civil Engineer	$ 154.00	280	$ 43,120.00
Associate Civil Engineer	$ 141.00	160	$ 22,560.00
Sr. Associate Planner	$ 168.00	4	$ 672.00
Project Accountant	$ 156.00	2	$ 312.00
Travel	$ 0.66	6,120 Mi	$ 4,039.20
Total			$ 76,407.20

IV. Attachments

None

WSP USA, Inc

Max J. Nassar
Sr. Vice President

Port of South Louisiana

Paul Matthews
CEO/Executive Director

Date

J

TASK ORDER

PORT OF SOUTH LOUISIANA

Is hereby attached to and is part of the
CONTRACT FOR ENGINEERING SERVICES BETWEEN PORT OF SOUTH LOUISIANA AND SHREAD-KUYRKENDALL & ASSOCIATES, INC.

PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT(KAPS)

TERMINAL BUILDING

TASK ORDER NO. 4E

TASK ORDER DESCRIPTION:

1) Design and provide construction plans and specifications for the Terminal Building, Apron, & Parking (Phase IA)(Exhibit 1).

   - Provide structural design of Terminal Building meeting existing codes and design practices
   - Provide foundation design of Terminal Building
   - Provide design of exterior and interior of Terminal Building with input from Port and Airport Officials
   - Design of Mechanical, Electrical, and Plumbing (MEP)

2) Design and provide construction plans and specifications for the Terminal Building Restaurant & Parking (Phase IB)(Exhibit 1).

   - Provide structural design of Terminal Building restaurant meeting existing codes and design practices
   - Provide foundation design of Terminal Building Restaurant
   - Provide design of exterior and interior of Terminal Building Restaurant with input from Port and Airport Officials
   - Design of Mechanical, Electrical, and Plumbing (MEP) for restaurant.

SCOPE OF SERVICES:

Design of the Terminal Building and Restaurant (Phases 1A and 1B), the tarmac, personnel parking, and restaurant parking. Provide engineering support/administration during the bidding phase and construction. Meet with Airport and Port officials routinely and as needed during the design phase and construction phase.

COMPENSATION:

1. Phase 1A
   a. Engineering Design Fee: $163,454.00
   b. Electrical/Mechanical Fee: $ 48,943.00

   Total Phase 1A Engineering Fee: $212,397.00

2. Phase 1B
   a. Engineering Design Fee: $ 90,329.00
   b. Electrical/Mechanical Fee: $ 27,099.00

   Total Phase 1B Engineering Fee: $117,428.00

If you agree with the Scope of Services and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating, and returning a copy to our office.

SHREAD-KUYRKENDALL & ASSOCIATES, INC.:	PORT OF SOUTH LOUISIANA
______________________	______________________
Ripley W. McClure, P.E.	Paul Matthews, Executive Director
______________________	______________________
Date	**Date**

K

TASK ORDER

PORT OF SOUTH LOUISIANA

Is hereby attached to and is part of the
CONTRACT FOR ENGINEERING SERVICES BETWEEN PORT OF SOUTH LOUISIANA AND SHREAD-KUYRKENDALL & ASSOCIATES, INC.

PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT

HANGAR DEVELOPMENT

TASK ORDER NO. 4F

TASK ORDER DESCRIPTION:

1) Design and provide construction plans and specifications for the Hangar Development building (approximately 160' x 70') including hangar doors selected by commission (Exhibit 1).

2) Design of Heating/Electrical for Hangar Development

3) Design foundation for Hangar Development

SCOPE OF SERVICES:

Design of the Hangar Development and foundation including hangar doors as a nested box configuration. Hangar will be able to accommodate multiple aircraft. (i.e.. King Air, Citation II, and/or Socata TBM)

COMPENSATION:

1) Engineering Design Fee:		$120,701.00
2) Electrical/Mechanical Fee:		$ 36,210.00
	Total Engineering Fee:	$156,911.00

If you agree with the Scope of Services and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating, and returning a copy to our office.

SHREAD-KUYRKENDALL & ASSOCIATES, INC.:

Ripley W. McClure, P.E.

Date

PORT OF SOUTH LOUISIANA

Paul Matthews, Executive Director

Date

L

EXECUTION VERSION

OMNIBUS TERMINATION AND RELEASE AGREEMENT

This OMNIBUS TERMINATION AND RELEASE AGREEMENT (this "Termination and Release Agreement") made and entered into as of November __, 2024, by and among:

THE PORT OF SOUTH LOUISIANA (referred to herein as the "Port" or "Lessor"), herein represented by Paul Matthews, Executive Director of the Port and Joey Murray, Chairman of the Board of Commissioners of the Port of South Louisiana (the "*Board*"), as governing authority of the Port;

SHERIFF AND EX-OFFICIO TAX COLLECTOR WITHIN AND FOR THE PARISH OF ST. JOHN THE BAPTIST, LOUISIANA, and Executive Officer of the St. John the Baptist Parish Law Enforcement District, Michael Tregre, ("Sheriff"); and

GREENFIELD LOUISIANA, LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana (referred to herein as "Greenfield" or "Lessee"), herein represented by its undersigned Chief Executive Officer of both Greenfield and Greenfield Exports QOF, LLC, which is the primary parent-company of Greenfield.

WITNESSETH:

WHEREAS, the Port, Sheriff and Greenfield have entered into a Cooperative Endeavor Agreement and Payment in Lieu of Taxes Agreement dated as of April 13, 2022 (the "PILOT Agreement").

WHEREAS, the Port and Greenfield have entered into that certain Lease Agreement and Agreement to Issue Bonds dated as of June 17, 2022 (the "Lease").

WHEREAS, the Port, Sheriff and Greenfield have entered into that certain Omnibus Amendment to Cooperative Endeavor and Payment in Lieu of Tax Agreement and Lease Agreement and Agreement to Issue Bonds dated as of January 2023, modifying certain terms of the PILOT Agreement and Lease (the "First Amendment").

WHEREAS, the Port, Sheriff and Greenfield have entered into that certain Second Omnibus Amendment to Cooperative Endeavor and Payment in Lieu of Tax Agreement and Lease Agreement and Agreement to Issue Bonds dated as of October 18, 2023, modifying certain terms of the PILOT Agreement and Lease (the "Second Amendment", which together with the PILOT Agreement, Lease and First Amendment shall be referred to collectively as the "Transaction Agreements").

WHEREAS, the Port, Sheriff and Greenfield wish to terminate the Transaction Agreements as provided in this Termination and Release Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. All capitalized terms used herein are not otherwise specifically defined

herein shall have the meaning as provided in the applicable Transaction Agreements.

2. Termination of PILOT Agreement. Subject to the terms of this Termination and Release Agreement, the Port, Sheriff and Greenfield hereby agree to terminate the PILOT Agreement, as amended by the First Amendment, and as further amended by the Second Amendment.

3. Termination of the Lease. Subject to the terms of this Termination and Release Agreement, the Port and Greenfield hereby agree to terminate the Lease, as amended by the First Amendment, and as further amended by the Second Amendment.

4. Termination Fee. In consideration of the agreement to terminate the Transaction Agreements and releases as set forth herein, Greenfield agrees to pay to the Port a lump sum cash payment in the amount of Five Hundred Thirty Eight Thousand Twenty and No/100 Dollars ($538,020 USD) (the "Termination Fee").

5. Act of Conveyance of Leased Facility to Greenfield. Upon satisfaction of the Conditions Precedent (as defined in Section 6 herein), and subject to the other terms of this Termination and Release Agreement, the Port will promptly convey the Leased Facility to Greenfield in accordance with the terms set forth in Section 8.3 of the Lease.

6. Conditions Precedent.

(a) Greenfield's obligations to terminate the Transaction Documents as provided in Sections 2 and 3 herein, and release the Port and Sheriff as provided in Section 7 herein, shall be subject to satisfaction of the following conditions precedent:

(i) Receipt by Greenfield of executed versions of this Termination and Release Agreement by both the Port and Sheriff; and

(ii) conveyance of the Leased Property to Greenfield in accordance with Section 5 herein.

(b) The Port's obligations to terminate the Transaction Documents as provided in Sections 2 and 3 herein, to convey the Leased Property in accordance with Section 5 herein, and release Greenfield as provided in Section 7 herein, shall be subject to satisfaction of each of the following conditions precedent:

(i) Receipt by the Port of executed versions of this Termination and Release Agreement by both Greenfield and Sheriff;

(ii) Greenfield's payment to the Port of the Termination Fee;

(iii) Greenfield's delivery of proof of valid payment of the ad valorem taxes with respect to the Leased Property for the calendar years 2022, 2023 and 2024, as reflected on the St. John the Baptist Parish Assessor's Reports attached hereto collectively as Exhibit A; and

(iv) Receipt by the Port of a termination of that certain Tri-Party

Agreement by and among the Port, Greenfield and Regions Bank dated as of June 17, 2022, executed by both Greenfield and Regions Bank, in a form reasonably satisfactory to the Port.

(c) The Sheriff's obligations to terminate the Transaction Documents as provided in Sections 2 and 3 herein, shall be subject to the Sheriff's receipt of executed versions of this Termination and Release Agreement by both the Port and Greenfield.

7. Release. Subject to the terms of this Termination and Release Agreement, the Port, Sheriff and Greenfield, individually, hereby agree to the following:

(a) Except with respect to the Surviving Obligations (as defined in Section 8 herein), the Port agrees to release, cancel, and forever discharge the Sheriff and Greenfield and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or equity, which the Port may have, may have had, or may in the future obtain, arising out of or relating out of the acts, omissions, agreements, or events relating in any manner to any of the Transaction Agreements (the "Port's Release").

(d) The Sheriff agrees to release, cancel, and forever discharge the Port and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives, and Greenfield and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or equity, which the Sheriff may have, may have had, or may in the future obtain, arising out of or relating out of the acts, omissions, agreements, or events relating in any manner to the PILOT Agreement (the "Sheriff's Release").

(e) Greenfield agrees to release, cancel, and forever discharge the Sheriff and the Port and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or equity, which Greenfield may have, may have had, or may in the future obtain, arising out of or relating out of the acts, omissions, agreements, or events relating in any manner to any of the Transaction Agreements (the "Greenfield's Release").

8. Surviving Obligations. Notwithstanding any provision to the contrary in this Termination and Release Agreement, the Port and Greenfield hereby agree that the following provisions shall survive termination of the Transaction Documents ("collectively, the "Surviving Obligations"):

(a) Greenfield's obligations pursuant to Section 7.4(b) of the Lease, including

Greenfield's obligation to indemnify, defend, and hold harmless the Port, its officers, board of directors, and employees from any claims, actions, or liabilities, including attorney fees and other third party expenses incurred by the Port, arising out of the circumstances set forth in Section 7.4(b) of the Lease.

(b) The Port's right to select the appropriate counsel and other consultants that the Port deems necessary in enforcing the indemnity provisions of Section 7.4 of the Lease and in defending the challenges or actions described in Section 7.4(b)(2) of the Lease.

(c) Greenfield's obligations pursuant to Section 11.10 of the Lease, including Greenfield's responsibility for the expenses incurred by the Port, including the reasonable attorneys fees of the Port's counsel incurred with respect to the Lease; Greenfield's responsibility for expenses incurred by the Port also includes legal fees incurred by the Port in preparation of this Termination and Release Agreement, and any continuing legal fees incurred in the enforcement of this Termination and Release Agreement.

(d) The Port's obligations pursuant to Section 8.3 of the Lease with respect to the Port's conveyance of the Leased Facility to Greenfield upon termination of the Lease.

9. Incorporation by Reference. The parties hereto hereby incorporate herein by reference the following provisions of the Lease, which shall be deemed terms of this Termination and Release Agreement: Sections 11.2 through 11.9 and Sections 11.11 through 11.13.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Port has caused this Termination and Release Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES:

PORT OF SOUTH LOUISIANA

____
Printed Name:______________

By: ______________________________
Name: Paul Matthews
Title: Executive Director

____
Printed Name:______________

By: ______________________________
Name: Joey Murray
Title: Chairman of the Board of Commissioners

____
NOTARY PUBLIC
Print Name: ______________________
Louisiana Notary/Bar Roll No.: ______________
My Commission Expires: ______________

[Signature Page to Omnibus Termination and Release Agreement]

IN WITNESS WHEREOF, the Sheriff has caused this Termination and Release Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES:

SHERIFF AND EX-OFFICIO TAX COLLECTOR, ST. JOHN THE BAPTIST PARISH,

LOUISIANA

____
Print Name:______________________

By:______________________
Name: Michael Tregre, Sheriff

____
Printed Name:______________

____
NOTARY PUBLIC
Print Name: ______________________
Louisiana Notary/Bar Roll No.: ______________
My Commission Expires: ______________

[Signature Page to Omnibus Termination and Release Agreement]

IN WITNESS WHEREOF, Greenfield has caused this Termination and Release Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES:

GREENFIELD LOUISIANA, LLC

____
Printed Name:____________

By:______________________________
Name: ________________________
Title: Chief Executive Officer

____
Printed Name:____________

____
NOTARY PUBLIC
Print Name: ______________________
Notary/Bar Roll No.: ____________
State of Colorado
My Commission Expires: ____________

[Signature Page to Omnibus Termination and Release Agreement]

EXHIBIT A

ASSESSOR'S REPORTS

[attached]

M

EXECUTION VERSION

TERMINATION OF TRI-PARTY AGREEMENT

This TERMINATION OF TRI-PARTY AGREEMENT (this "Termination Agreement") made and entered into as of November __, 2024, by and among:

THE PORT OF SOUTH LOUISIANA (referred to herein as the "Port"), herein represented by Paul Matthews, Executive Director of the Port and Joey Murray, Chairman of the Board of Commissioners of the Port of South Louisiana (the "Board"), as governing authority of the Port;

REGIONS BANK, herein represented by the undersigned duly-authorized representative, ("Regions"); and

GREENFIELD LOUISIANA, LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana (referred to herein as "Greenfield"), herein represented by its undersigned Chief Executive Officer of both Greenfield and Greenfield Exports QOF, LLC, which is the primary parent-company of Greenfield.

WITNESSETH:

WHEREAS, the Port, Regions, and Greenfield have entered into that certain Tri-Party Agreement dated as of June 17, 2022 (the "Tri-Party Agreement").

WHEREAS, the Port, Regions, and Greenfield wish to terminate the Tri-Party Agreement, as more fully set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. All capitalized terms used herein are not otherwise specifically defined herein shall have the meaning as provided in the applicable Tri-Party Agreement, as appropriate.

2. Termination of Tri-Party Agreement. Effective as of the date above, the Port, Regions, and Greenfield hereby agree to terminate the Tri-Party Agreement.

3. Consent to Transfer and Conveyance of Leased Facility. Regions acknowledges that pursuant to (a) that certain Cooperative Endeavor Agreement and Payment in Lieu of Taxes Agreement dated as of April 13, 2022, by and among the Port, Greenfield and the Sheriff and Ex-Officio Tax Collective within and for the Parish of St. John the Baptist, Louisiana, (b) that certain Lease Agreement and Agreement to Issue Bonds dated as of June 17, 2022, by and between the Port and Greenfield (the "Lease"), and (c) as each was amended by (i) that certain Omnibus Amendment to Cooperative Endeavor and Payment in Lieu of Tax Agreement and Lease Agreement and Agreement to Issue Bonds dated as of January 2023, (ii) that certain Second Omnibus Amendment to Cooperative Endeavor and Payment in Lieu of Tax Agreement and Lease Agreement and Agreement to Issue Bonds dated as of October 18, 2023, and (iii) that certain Omnibus Termination and Release Agreement dated as of the date hereof, the Port and Greenfield have agreed that the Port shall transfer to

Greenfield the Leased Facility as defined in the Lease. The Leased Facility consists of the Mortgaged Property as defined in the Tri-Party Agreement, to which Regions is the "Mortgagee" pursuant to the Mortgage (as defined in the Tri-Party Agreement). Regions hereby agrees and consents to the Port's conveyance of the Leased Facility/Mortgaged Property to Greenfield.

4. Authority. Each person executing this Termination Agreement hereby represents and warrants to each other party hereto that he/she has the necessary authority to execute this Termination Agreement on behalf of the respective party hereto, and the terms, covenants and obligations contained herein are binding upon such party.

5. Counterparts. This Termination Agreement may be executed in any number of identical counterparts (and by facsimile, electronic and e-mail copy). If so executed, each of such counterparts is deemed to be an original for all purposes, and all such counterparts shall collectively constitute one agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Port has caused this Termination Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES: PORT OF SOUTH LOUISIANA

______________________ By: ______________________

Printed Name:____________ Name: Paul Matthews
Title: Executive Director

______________________ By: ______________________

Printed Name:____________ Name: Joey Murray
Title: Board Chairman

____
NOTARY PUBLIC
Print Name: ______________________
Louisiana Notary/Bar Roll No.: ______________
My Commission Expires: ______________

[Signature Page to Termination of Tri-Party Agreement]

IN WITNESS WHEREOF, Regions has caused this Termination Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES:

REGIONS BANK

____
Print Name:______________________

By:______________________

Name: ______________________

Title: ______________________

____
Printed Name:______________

____
NOTARY PUBLIC
Print Name: ______________________
Louisiana Notary/Bar Roll No.: ______________
My Commission Expires: ______________

[Signature Page to Termination of Tri-Party Agreement]

IN WITNESS WHEREOF, Greenfield has caused this Termination Agreement to be signed by its duly authorized representative as of the date and year first above written.

WITNESSES: GREENFIELD LOUISIANA, LLC

_________________________ By: ______________________________

Printed Name: ___________

Name: ______________________

Title: Chief Executive Officer

____

Printed Name: ___________

____

NOTARY PUBLIC

Print Name: ___________________

Notary/Bar Roll No.: __________

State of Colorado

My Commission Expires: _________

[Signature Page to Termination of Tri-Party Agreement]