

REVISED

5/21/25

9:20 AM

RESOLUTION
(Internal Investigation Invoice Payment)

WHEREAS, at its March 26, 2025 meeting the Commission unanimously Resolved that Breazeale, Sachse & Wilson, LLP ("BSW") invoices regarding BSW File No. 8282-56 be forwarded directly to Kushner LaGraize, LLC ("LaGraize"), as a representative of the Port, and that LaGraize review such invoices for accuracy and propriety and provide advices regarding payment of such Invoices; and

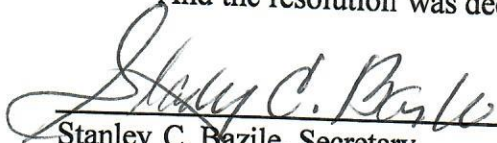
WHEREAS, by April 9, 2025 letter regarding BSW File 8282-56 Invoice Nos. 493971 and 496960 and by April 30, 2025 letter regarding BSW File 8282-56 Invoice No. 497604 LaGraize notified POSL that such invoices are reasonable, accurate and proper (copies of LaGraize's April 9 and April 30, 2025 letters are attached hereto *in globo* as Exhibit "1").

NOW THEREFORE BE IT RESOLVED that POSL be, and it is hereby, authorized and directed to immediately pay BSW Invoice Nos. 493971, 496960 and 497604; and that the Executive Director be, and he is hereby, authorized and directed to take and any and all actions necessary to cause the payment of these BSW Invoices.

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

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

And the resolution was declared adopted on this 28th day of May, 2025.


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 held on this 28th day of May, 2025, in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.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 28th day of May, 2025.


Secretary



**KUSHNER
LAGRAIZE, LLC**
CPAs & CONSULTANTS

April 9, 2025

VIA EMAIL ONLY

Mr. P. Joey Murray, III, Chairman
PORT OF SOUTH LOUISIANA
P. O. Box AE/1720 LA Hwy 44
Reserve, LA 70084

Mr. Chairman:

In compliance with your Resolution dated March 26, 2025, I, Wilson A. LaGraize, CPA, have received under confidential cover detailed invoices related to file BSW 8282-56 for services rendered as follows:

<u>INVOICES</u>	<u>FILE TITLE</u>	<u>AMOUNT DUE</u>
493971	Internal Investigation	\$ 21,993.75
496960	Internal Investigation	<u>35,507.50</u>
	Total Amount	<u>\$ 57,501.25</u>

I have scrutinized the referenced invoices as to reasonableness of hourly rates and services performed, thoroughness of description of services performed by each professional, and accuracy of extension footings.

In conclusion, I find these invoices to be accurate and proper. If you have any questions, I will be happy to respond.

Very truly yours,

KUSHNER LAGRAIZE, L.L.C.

Wilson A. LaGraize, CPA, CFF CrFA
WAL:mmg

April 30, 2025

VIA EMAIL ONLY

Mr. P. Joey Murray, III, Chairman
PORT OF SOUTH LOUISIANA
P. O. Box AE/1720 LA Hwy 44
Reserve, LA 70084

Mr. Chairman:

In compliance with your Resolution dated March 26, 2025, I, Wilson A. LaGraize, CPA, have received under confidential cover a detailed invoice dated, April 9, 2025, related to file BSW 8282-56 for services rendered as follows:

<u>INVOICES</u>	<u>FILE TITLE</u>	<u>AMOUNT DUE</u>
497604	Internal Investigation	\$ 30,465.40
	Total Amount	<u>\$ 30,465.40</u>

I have scrutinized the referenced invoices as to reasonableness of hourly rates and services performed, thoroughness of description of services performed by each professional, and accuracy of extension footings.

In conclusion, I find these invoices to be accurate and proper. If you have any questions, I will be happy to respond.

Very truly yours,

KUSHNER LAGRAIZE, L.L.C.

Wilson A. LaGraize Jr.

Wilson A. LaGraize, CPA, CFF C&FA
WAL:mmg

RESOLUTION

(In Support of Port NOLA Container Facility)

WHEREAS, the ports system within the State of Louisiana, in particular deep draft ports on the Lower Mississippi River ("LMR"), comprises the largest port complex in the world and provides the gateway to our nation's heartland, but it must nevertheless expand its capabilities with respect to global trade in order to remain competitive in an increasingly competitive trade marketplace; and

WHEREAS, in that expansion endeavor, it is critical for Louisiana ports to work together to identify each port's strengths and jointly market opportunities to enhance all Louisiana ports' participation in the global marketplace and, to promote this endeavor, Louisiana has created the Louisiana Ports & Waterways Investment Commission ("LPWIC"); and

WHEREAS, the Port of South Louisiana ("POSL"), the Port of New Orleans ("Port NOLA") and the Plaquemines Port, Harbor & Terminal District ("Plaquemines Port") are each political subdivisions within the State of Louisiana, operate ports and port facilities on the LMR, and are charged with stimulating and growing both the maritime and general economies on the LMR and within the State of Louisiana; and

WHEREAS, as part of this charge, the POSL, Port NOLA and Plaquemines Port are each responsible to facilitate the movement of cargo to and from the LMR in the most efficient and economically beneficial manner for various interested stakeholders, including the State of Louisiana; and

WHEREAS, the territorial jurisdiction of Port NOLA is immediately below and adjacent to the territorial jurisdiction of the POSL; and

WHEREAS, Port NOLA has within its jurisdiction six (6) major "class 1" rail lines, one of only three areas in the United States with such capacity (the others being Kansas City, Missouri and Chicago, Illinois), and the only such area with deep-water port connectivity; and

WHEREAS, for over fifty (50) years, Port NOLA has developed a specific expertise in the international transportation of containerized cargo and has fostered the essential relationships inherent therewith by overseeing the only international container terminal within the State of Louisiana, currently operated at Port NOLA's Napoleon Avenue Container Terminal in New Orleans, Louisiana; and

WHEREAS, vibrant intermodal container cargo movement within Port NOLA's jurisdiction encourages and furthers economic development and cargo movement on the entire LMR and its region, within the POSL's jurisdiction, and within the entire State of Louisiana; and

WHEREAS, the State of Louisiana has long recognized the need for a new, modern intermodal container terminal facility downriver of the city of New Orleans as a result of the ever-increasing size of international container ships and air draft limitations created by the Crescent City Connection bridge system; and

WHEREAS, Port NOLA is currently in the final stages of permitting for development of a modern intermodal container facility within its jurisdiction on the LMR within the Parish of St. Bernard, State of Louisiana which is referred to as the Louisiana International Terminal ("LIT"); and

WHEREAS, the proposed site for Port NOLA's LIT intermodal container facility in the Parish of St. Bernard has been determined to be uniquely positioned to service the needs of the international containerized cargo industry as a result of its location within the federal flood protection system, its multimodal connectivity and proximity to major trade routes, its naturally deep draft and current flows to accommodate modern container ships, and the availability of additional real estate for future development of value-added businesses, among other specific benefits; and

WHEREAS, in recognizing the importance of LIT to the State of Louisiana, Governor Jeffrey M. Landry has appointed Michael Hecht of GNOL, Inc. as a representative of the State and as part of the regional team that is guiding with project to completion; and

WHEREAS, the Plaquemines Port currently contains and intends to grow its terminal capacity in transporting liquified natural gas cargos ("LNG"); and

WHEREAS, POSL fully and wholly endorses and supports the efforts of Port NOLA and the State of Louisiana to develop downriver (from POSL) that intermodal container facility within the Parish of St. Bernard known as the "LIT" and the Governor's appointment of Michael Hecht to advance the LIT project as well as Plaquemines Port's efforts to expand its LNG terminal capacity because these projects are absolutely necessary in order to allow the State of Louisiana to compete in and enhance its participation in the global market for cargo, including container cargo; and

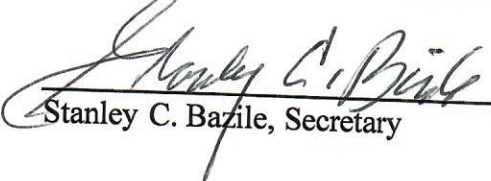
WHEREAS, the Chairperson of the LPWIC has urged the POSL and other Louisiana ports to collaborate and support their projects and therefor POSL supports Port NOLA's project and endeavors in the Parish of St. Bernard LIT project, the appointment of Michael Hecht to advance LIT, and the Plaquemines Port's LNG capacity expansion project because all are beneficial to the goals of all Louisiana ports, including the five (5) ports on the LMR, as well as the entire economy of the State of Louisiana.


NOW THEREFORE BE IT HEREBY RESOLVED that the Port of South Louisiana does hereby declare its endorsement and encouragement for ongoing and continued development by the Port of New Orleans of the intermodal container facility located in the Parish of St. Bernard, State of Louisiana which is referred to as "LIT" and the Governor's appointment of Michael Hecht to provide guidance to that development; and for Plaquemines Port's expansion of its LNG cargo capacity.

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

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

And the resolution was declared adopted on this 28th day of May, 2025.

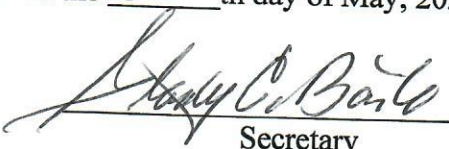

Stanley C. Bazile, Secretary


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 held on this 28th day of May, 2025, 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 28th day of May, 2025.


Secretary

PORT OF SOUTH LOUISIANA

May 28, 2025

The following Resolution was offered by Comm. Scortino and seconded by Comm. Joseph:

RESOLUTION

A resolution supporting and ratifying the Executive Director's sending a letter to the Federal Aviation Administration in opposition to the decommissioning of VOR at the Port of South Louisiana's Executive Regional Airport (KAPS); and providing for other matters in connection therewith.

WHEREAS, the Port of South Louisiana (POSL) operates the Executive Regional Airport (KAPS);

WHEREAS, the POSL and KAPS was recently notified by the FAA of the proposed cancellation of the VOR Runway 35 Approach procedure into KAPS due to underutilization. See below the statement from the FAA:

"This email is to advise you of the potential for Instrument Flight Procedure cancellation at your airport. Since the year 2000, as the National Airspace System (NAS) transitioned to a NextGen NAS, the number of flight procedures in the NAS has quadrupled. The complexity and cost to the FAA of maintaining these IFPs is not sustainable. Cancellations of IFPs are an effort to reduce procedural congestion to an already overloaded inventory. An IFP Retirement tool that incorporates the utilization of aircraft data, radar data, along with analysis of Air Traffic voice coverage is used to identify potentially underutilized procedures for cancellation."

WHEREAS, in response to this notice, the POSL and KAPS received numerous letters of non-concurrence from KAPS stakeholders (i.e., its users) regarding the potential cancellation of this IAP/IFP;

WHEREAS, the POSL and KAPS compiled those responses and submitted a letter to the FAA opposing the proposed FAA decision as being adverse to the best interest of the POSL, KAPS, and persons who use KAPS, with a copy of that letter attached hereto as Exhibit "A";

WHEREAS, the POSL's Airport Committee unanimously recommended to the Commission that it adopt a resolution that supports, approves, authorizes, and ratifies the decision of the POSL's Executive Director to send a letter to the FAA in opposition to the decommissioning of VOR at KAPS

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Port of South Louisiana hereby supports, approves, authorizes, and ratifies the decision of the POSL's Executive Director to send a letter to the FAA in opposition to the decommissioning of VOR at KAPS.

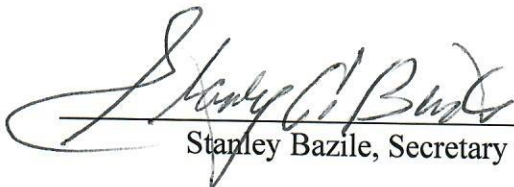
SECTION 3. Authorization. The Port of South Louisiana hereby approves, authorizes, and ratifies its Executive Director, on behalf of the Port of South Louisiana, undertaking the foregoing action set forth in Section 2 above, and to take all action that he believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution and hereby ratifies any and all actions previously taken by the Executive Director on behalf of the Port of South Louisiana with respect thereto.


SECTION 4. The Executive Director is hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Stanley Bazile	<u>X</u>			
Ryan Burks	<u>X</u>			
Jason Duhe	<u>X</u>			
Florence Dumas	<u>X</u>			
Julie Hebert	<u>X</u>			
Louis Joseph	<u>X</u>			
Robbie LeBlanc	<u>X</u>			
P. Joey Murray, III	<u>X</u>			
Joey Scontrino			<u>X</u>	

And the resolution was declared adopted on this, the 28th day of May, 2025.


Stanley Bazile, Secretary


P. Joey Murray, III, Chairman

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Port of South Louisiana, do hereby certify that the foregoing Resolution (3) pages (not counting attachments) constitute a true and correct copy of a resolution adopted on May 28, 2025, authorizing and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Port at Reserve, Louisiana, on this, the 28th day of May, 2025.

(SEAL)


Secretary

**Port of South Louisiana
March 28, 2025**

The following resolution was offered by Commissioner Duhe' and seconded by Commissioner Scontrino:

RESOLUTION

A resolution of the Board of Commissioners (the "Board") of the Port of South Louisiana (the "Port") ratifying, authorizing, and approving a Change Order in connection with high river mitigation efforts for the Reserve Grain Facility Under Dock Refurbishment- Phase 1A project.

WHEREAS, the Port, a political subdivision of the State of Louisiana, has entered a construction contract with Kostmayer Construction, LLC ("Kostmayer") for the project identified as Reserve Grain Facility Under Dock Refurbishment- Phase 1A (the "Project");

WHEREAS, Kostmayer has requested a Change Order in connection with high river mitigation efforts on the Project;

WHEREAS, Kostmayer presented a Change Order Proposal dated May 5, 2025 (the "Proposal"), which included proposed cost and time adjustments;

WHEREAS, the Board approved a Change Order pursuant to the Proposal at a Special Meeting conducted on May 7, 2025 subject to subsequent review of the Proposal by counsel for the Port; and,

WHEREAS, upon review of the Proposal by counsel, the Board desires to ratify the prior approval of a Change Order but excluding the contingency figure set forth in the Proposal (in the amount of \$50,000) thereby reducing the proposed cost adjustment from \$300,000 to \$250,000.

NOW, THEREFORE, BE IT RESOLVED by the Board, acting as the governing authority of the Port, that:

SECTION 1. Whereas clauses adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this resolution.

SECTION 2. Approvals. The Board hereby ratifies, authorizes, and approves entering a Change Order with Kostmayer pursuant to the Proposal dated May 5, 2025, excluding the \$50,000 contingency figure, which shall be documented and entered on the standard Port Priority Program Change Order form.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following, and hereby

ratifies any and all actions previously taken by such authorized officer on behalf of the Port with respect thereto:

1. To take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. To do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

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

And the resolution was declared adopted on this, the 28th day of May, 2025.

Stanley C. Bazile
Stanley C. Bazile, Secretary

P. Joey Murray, III
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 28th day of May, 2025 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 28th day of May, 2025.

Stanley C. Bazile
Secretary

RESOLUTION

A resolution to amend Infinity Engineering Consultants, LLC Task Order No. 1-Resident Inspection Services -Second Dock Access Bridge, adding a second resident inspector be present at the construction site on days of high construction activity;

WHEREAS, the Port of South Louisiana ("Port") and Infinity Engineering Consultants, LLC ("Consultant") entered into a Master Services Agreement on August 9, 2024;

WHEREAS, the Port and Consultant executed Task Order No.1 on August 9, 2024 for Consultant to provide Resident Inspection Services -Second Dock Access Bridge Project;

WHEREAS, WSP, Inc., the Port's Project/Program Manager and AECOM, Port's Engineer, have determined there is a need for a second resident inspector to be present at the construction site on days of high construction activity;

WHEREAS, the Port desires to amend Consultant's Task Order No. 1 to include a second resident inspector.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of South Louisiana Commission, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas clauses adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this resolution.

SECTION 2. Approvals. The Board hereby authorizes the Port to amend Infinity Engineering Consultants, LLC Task Order No.1-Seocnd Dock Access Bridge to include a second resident inspector to be present at the construction site on days of high construction activity;

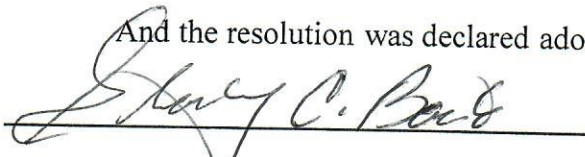
SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following:

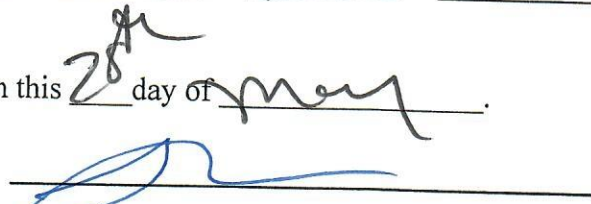
1. To take all actions that the authorized officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this resolution; and
2. To do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

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

And the resolution was declared adopted on this 28th day of May.

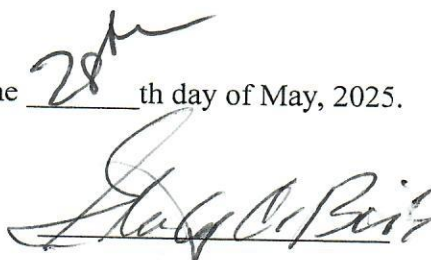

Stanley C. Bazile, Secretary


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 held on this 28th day of May, 2025, 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 28th day of May, 2025.


Secretary

RESOLUTION

A Resolution to rescind Resolution 25-0008 which resolved for the advertisement for alternative competitive bids in accordance with La. R.S. 38:2212, et seq. for the award of contract for replacement of roof and improvements to the HVAC system to the building leased to National Meat Provision Company, Inc. ("Tenant") and to authorize the advertisement for competitive bids in accordance with La. R.S. 38:2212, et seq. for the award of contract for replacement of roof only;

WHEREAS, at its January 30, 2025 Regular Commission Meeting the Port of South Louisiana adopted a Resolution, resolving that the Executive Director be authorized, directed and instructed to advertise for competitive bids in accordance with La. R.S. 38:2212, et seq. for the award of contract for replacement of roof and improvements to the HVAC system to the building leased to National Meat Provision Company, Inc. ("Tenant");

WHEREAS, the Tenant has informed the Port that it will not make improvements to the HVAC System;

WHEREAS, the Port desires to rescind Resolution 25-008 adopted on January 30, 2025;

WHEREAS, the Port desires to adopt a Resolution authorizing, directing and instructing the Executive Director to advertise for competitive bids in accordance with La. R.S. 38:2212, et seq. for the award of contract for replacement of roof only to the building leased to National Meat Provision Company, Inc. ("Tenant").

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of South Louisiana Commission, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas clauses adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this resolution.

SECTION 2. Approvals.

1. Resolution 25-0008 is rescinded.
2. The Administration of the Port is authorized to advertise for competitive bids in accordance with La R.S. 38:2212, et seq. for the award of a contract for the Building 11 (NATCO) roof replacement as per specifications and plans designed by Linfield, Hunter and Junius, Inc.

SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the "Authorized Officer"), on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such authorized officer on behalf of the Port with respect thereto:

1. To take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. To do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Stanley C. Bazile	<input checked="" type="checkbox"/>			
Jason Duhe	<input checked="" type="checkbox"/>			
P. Joey Murray, III	<input checked="" type="checkbox"/>			
Joey Scontrino, III	<input checked="" type="checkbox"/>			
Florence Dumas	<input checked="" type="checkbox"/>			
Louis A. Joseph	<input checked="" type="checkbox"/>			
Julie M. Hebert	<input checked="" type="checkbox"/>			
Robbie LeBlanc	<input checked="" type="checkbox"/>			
Ryan E. Burks			<input checked="" type="checkbox"/>	

And the resolution was declared adopted on this 28th day of May 2025.

Stanley C. Bazile
Stanley C. Bazile, Secretary

P. Joey Murray, III
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 held on this 28th day of May, 2025, 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 28th day of May, 2025.

Stanley C. Bazile
Secretary

PORT OF SOUTH LOUISIANA

May 28, 2025

The following resolution was offered by Commissioner Joseph and
seconded by Commissioner Hebert:

RESOLUTION

**A resolution authorizing the Port of South Louisiana to enter into a
Temporary Access And Use Agreement between the Port of South
Louisiana and Entergy Louisiana, L.L.C.**

WHEREAS, the Port of South Louisiana (the “**Port**”) is a political subdivision of the State of Louisiana (the “**State**”) and a port, harbor, and terminal district created and existing pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2471 through 2477, inclusive), and other relevant constitutional and statutory authority (the “**Port Statutes**”);

WHEREAS, pursuant to La. R.S. 34:2473(E), the Port has the authority to make and enter into contracts, leases and other agreements for the use of facilities of the Port or any part or portion thereon;

WHEREAS, the Port, as Grantor, and Entergy Louisiana, L.L.C. (“**Entergy**”), as Grantee (“**Grantee**”), entered into a certain Right-of-Way and Servitude Agreement (the “**Servitude Agreement**”) signed by the Port on March 19, 2025 wherein the Port granted to Entergy, and Entergy accepted from the Port a servitude over **12.28** acres of property for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities (to be used for operation of Grantee’s utility system), now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith property owned by the Port in the Parish of St. James and described in the Servitude Agreement.

WHEREAS, Entergy now further desires a non-exclusive temporary access and use agreement (the “**Temporary Access Agreement**”) to access the area which is the subject of the Servitude Agreement, in a form similar to the draft form of Temporary Access Agreement hereto as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Board hereby authorizes the Port (a) to enter into the Temporary Access Agreement, on such terms as to be determined by the Authorized Officer

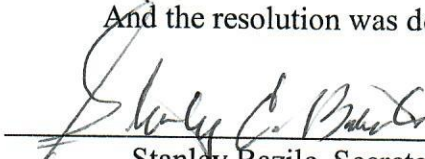
SECTION 3. Authorization. The Board hereby authorizes its Executive Director Paul Matthews (the “**Authorized Officer**”), on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such Authorized Officer on behalf of the Port with respect thereto:

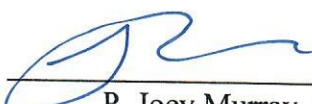
1. to take all actions that the Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution; and
2. to do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

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

And the resolution was declared adopted on this, the 28th day of May, 2025.

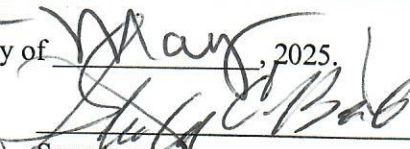

 Stanley Bazile, Secretary


 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 28th day of May, 2025 in which a quorum was present and voting and that the Resolution adopted has not been rescinded or revoked.

Signed at Reserve, Louisiana on the 28th day of May, 2025.


 Secretary

TEMPORARY ACCESS AND USE AGREEMENT

This Temporary Access and Use Agreement (the "Agreement") is entered into as of _____, 2025 by and between:

PORT OF SOUTH LOUISIANA, P.O. Box AE, Reserve, LA 70084 ("**OWNER**"),
AND

ENTERGY LOUISIANA, LLC, a Texas limited liability company, 639 Loyola Ave.,
New Orleans, LA 70113 ("**ENTERGY**")

WHEREAS, OWNER and ENTERGY executed a non-exclusive right-of-way, servitude and easement (the "Servitude Agreement" or "Servitude") for a 12.28 acres in St. Johns Parish which was executed by OWNER on March 19, 2025 and recorded at _____;

WHEREAS, the Servitude grants to ENTERGY the right of ingress and egress as reasonably necessary over OWNER's adjacent and contiguous property to the Servitude Area (as defined therein) and as more fully specified in the Servitude Agreement;

WHEREAS, ENTERGY would like to further clarify that it has a temporary non-exclusive use of a portion of OWNER's adjacent property as shown on Exhibit B hereto for a temporary road to access the Servitude Area;

WHEREAS, OWNER to the best of its knowledge is the owner of certain property in St. James Parish, State of Louisiana, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Premises").

NOW THEREFORE, OWNER and ENTERGY supplement the Servitude Agreement with this Agreement to provide as follows:

- 1 **Temporary Use.** ENTERGY shall have a non-exclusive access and use of part of the Premises for activities in support of its utility project pursuant to the Servitude Agreement (the "Project"), with such access points, paths, and/or areas as depicted on a map or plat attached hereto and made a part hereof as **Exhibit B** (the "Access Area"), for a term commencing July 1, 2025 and continuing until June 30, 2027 (the "Term").
2. **Consent To Use.** OWNER consents to said access and use by ENTERGY and its agents, representatives, employees, contractors and subcontractors of the Access Area subject to the following conditions, which constitute the consideration for this grant with other good consideration, the receipt of which is hereby acknowledged.
 - A. ENTERGY shall not allow any mechanic's or materialmen's liens to be filed against the Premises and promptly shall discharge by bond, payment or otherwise any such liens that arise as a result of ENTERGY'S use of the Premises pursuant to this Agreement.



- B. In its use of common drives and passageways on the Premises, ENTERGY shall not block access by others to the Premises.
 - C. ENTERGY accepts the non-exclusive use of the Access Area in "AS IS" condition and acknowledges that OWNER makes no warranty as to the condition of the Premises or its suitability for ENTERGY'S proposed use and with the full disclaimer of the representations and warranties as set forth in the Servitude Agreement and incorporated herein and made applicable to the Access Area.
3. **Rent.** Upon execution of this Agreement, ENTERGY agrees to pay to OWNER the sum of \$8,100 as consideration for this Agreement in addition to the consideration paid for the Servitude Agreement.
4. **Improvements.** ENTERGY shall have the right to install fencing, ground cover or other improvements on the Access Area (the "Improvements"). Upon expiration of the terms of this Agreement, ENTERGY agrees to restore the Access Area to substantially the condition that existed prior to the Agreement unless otherwise agreed to in writing by OWNER.
5. **Maintenance.** ENTERGY shall have the right to perform tree trimming and other vegetation management and maintenance activities on the Access Area during the term of this Agreement. ENTERGY is responsible at its costs for any needed maintenance and repairs to the Access Area during the term of this Agreement
6. **Damages.** All provisions in the Servitude Agreement regarding Reimbursement for Damages and Possible Compensation Due Lessee shall apply to this Agreement and the Access Area as well and are incorporated herein by reference. Additionally, ENTERGY will use its best efforts to avoid damage to OWNER'S roads and facilities on the Premises, and will reimburse OWNER for any such damage caused by ENTERGY'S use of the Premises or the exercise of ENTERGY'S rights hereunder. ENTERGY shall commit no act of waste and shall make all repairs to the Premises necessitated by the negligence or intentional misconduct of its agents, employees and contractors.
7. **Assignment.** Except to an affiliate and for the same purposes, ENTERGY may not assign its rights under this Agreement without the prior written consent of OWNER. Affiliate as used herein shall have the same meaning as affiliated entity used in the Servitude Agreement.
8. **Costs and Expenses.** ENTERGY agrees to be responsible for and pay any costs incurred by OWNER, including reasonable attorney's fees, in enforcing the provisions of this Agreement.
- 9 **Notices.**
- A. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

OWNER: Port of South Louisiana
P.O. Box AE
Reserve, LA70084

Attn: Executive Director

Telephone: 985-652-9278

Email: pmatthews@portsl.com

ENTERGY: Entergy Louisiana LLC
9585 Pecue Lane
Baton Rouge, LA 70810

Attn: ROW Dept. (Rampart)

Telephone: 318-393-3388

Email: jbutler@rampartllc.com

- B. Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.
- C. Any changes in the names or addresses set out in subsection A. above shall be through notice in conformity with the requirements of this Section.
10. **Termination.** This Agreement shall terminate on June 30, 2027 unless extended in a writing signed by the Parties. However, the obligations in Sections 6 on Damages and 12 on Indemnity arising during the term of this Agreement shall survive the termination of this Agreement.
11. **Insurance.** All provisions in the Servitude Agreement regarding insurance shall apply to this Agreement and the Access Area as well and are incorporated herein by reference.
12. **Indemnity.** All provisions in the Servitude Agreement regarding acting as a prudent operator and indemnification shall apply to this Agreement and the Access Area as well and are incorporated herein by reference.
13. **Compliance with Laws.** All provisions in the Servitude Agreement regarding compliance with laws shall apply to this Agreement and the Access Area as well and are incorporated herein by reference.
14. **Other Provision.** All other provisions of the Servitude Agreement not in conflict with any provision of this Agreement are incorporated herein by reference.

15. **Applicable Law.** This Agreement will be governed by the laws of the State of Louisiana.

THUS DONE AND EXECUTED by the following duly authorized representatives of the parties:

OWNER

ENTERGY

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
The "Premises"

Those certain pieces or portions of ground, situated in Township 12 South, Range 17 East and Township 12 South, Range 18 East, Vacherie, St. James Parish, Louisiana and designated as portions of Homeplace Plantation and Crescent Plantation lying South of the T. & P. Railroad and North of La Highway 3127, identified as Parcel No. 2-1 and Parcel No. 2-2 on survey by Stephen P. Flynn, PLS, dated April 26, 2011 and being more particularly described in that certain Act of Cash Sale, from Bank of Montgomery to Port of South Louisiana, under Book 485, page 595, Entry #173151, recorded June 26, 2017.

EXHIBIT B
The "Access Area"

PORT OF SOUTH LOUISIANA

RESOLUTION

A resolution authorizing the Port of South Louisiana to execute Task Order No. 3 with the AIMS Group to provide design engineering services for River Road Entrance improvement project.

WHEREAS, there exists a Master Services Agreement for Professional Engineering Services between the Port of South Louisiana ("Port") and AIMS Group dated January 13, 2025;

WHEREAS, the AIMS Group, pursuant to Task Order No. 1, conducted an Initial Study for the River Road Entrance;

WHEREAS, AIMS Group presented seven (7) options to the Port regarding the rehabilitation or reconstruction of the River Road Entrance; the Port elected Option 7-Reconstruction of the existing entrance and exit lanes from River Road to existing concrete with continuously reinforced concrete pavement;

WHEREAS, AIMS Group has submitted a Proposal/Task Order to design scope of work for the reconstruction of existing entrance and exit pursuant to that Option 7;

WHEREAS, at its May 19, 2025 meeting the New Projects Design, Facility, and Maintenance Committee Resolved to recommended that the Port Commission approve the Resolution set forth herein below.

NOW THEREFORE, BE IT RESOLVED that the New Projects, Design Facility and Maintenance Committee hereby recommends to the Port's Commission that it approve the following:

1. That pursuant to the January 13, 2025 Master Services Agreement, Task Order No. 3 attached hereto be issued to AIMS Group, and that AIMS Group, as Engineer, shall immediately commence performance of said Task Order;
2. That the Executive Director be and he is hereby authorized and directed to execute AIMS Group Task Order No. 3 on behalf of the Port to take any and all other actions to ensure that this Resolution is effected.

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

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

Ryan E. Burks

_____ X _____
And the resolution was declared adopted on this 28th day of May 2025.
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 held on this 28th day of May, 2025, 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 28th day of May, 2025.

Stanley C. Bazile
Secretary