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July 27, 2016

Louisiana State Bond Commission
P. O. Box 44154
Baton Rouge, LA 70804-0154

Certified Mail # 7006 0810 0002 4314 0169
Return Receipt Requested

Re: Cameron Parish Police Jury vs. All taxpayers, property owners, citizens of the Parish of Cameron, State of Louisiana and non-residents owning property or subject to taxation therein, and all other persons interested in or affected in any way by the subject matter of the Motion for Judgment Our Matter # 157405-01

To Whom It May Concern:

Notification of the initiation of cooperative endeavor agreement validation proceedings must be made upon the State Bond Commission by registered or certified mail, with return receipt requested.

Enclosed please find a certified copy of a Motion for Judgment filed on July 20, 2016 by the Cameron Parish Police Jury and an Order executed by the district court judge for the 38th Judicial District on the same date.

This is an informational filing required by law.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Matthew W. Kern".

Matthew W. Kern

MWK/nl
Enc.

{B1116496.1}

JONES WALKER LLP

ALABAMA * ARIZONA * DISTRICT OF COLUMBIA * FLORIDA * GEORGIA * LOUISIANA * MISSISSIPPI * NEW YORK * OHIO * TEXAS

CAMERON PARISH POLICE JURY

10-19791
NUMBER: _____; DIVISION _____

VERSUS

ALL TAXPAYERS, PROPERTY OWNERS, CITIZENS OF THE PARISH OF CAMERON, STATE OF LOUISIANA, AND NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN, AND ALL OTHER PERSONS INTERESTED IN OR AFFECTED IN ANY WAY BY THE SUBJECT MATTER OF THE MOTION FOR JUDGMENT

38TH JUDICIAL DISTRICT COURT
PARISH OF CAMERON
STATE OF LOUISIANA

CLERK OF COURT
CAMERON PARISH, LA.

2015 JUL 20 PM 10:00

RECEIVED & FILED

MOTION FOR JUDGMENT

NOW INTO COURT, through undersigned counsel, comes the CAMERON PARISH POLICE JURY (the “*Plaintiff*” or the “*Police Jury*”), which respectfully represents:

1.

The Plaintiff is a political subdivision of the State of Louisiana (the “*State*”).

2.

The Plaintiff’s domicile is Cameron Parish, and venue is proper in this Court pursuant to La. Rev. Stat. Ann. § 13:5123 (1950).

3.

The Plaintiff is authorized as a governmental unit of the State to bring this action under La. Rev. Stat. Ann. § 33:9031.1 (1950) (hereafter, the “*Cooperative Endeavor Agreement Validation Act*”), which provides for the use of La. Rev. Stat. Ann. §§ 13:5121 *et seq.* (1950) (hereafter the “*Bond Validation Act*”) to judicially determine of the validity of (i) the Cooperative Endeavor Agreement (as defined in Paragraph 5 hereof) and the PILOT Agreement (as defined in Paragraph 12 hereof), (ii) all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, and (iii) the transactions contemplated thereby, all “[i]n order to provide a uniform, expeditious, and equitable procedure with due regard for the public fisc and rights of persons in interest.” La. Rev. Stat. Ann. § 33:3031.1 (1950).

4.

The express purpose of the Cooperative Endeavor Agreement Validation Act is “to provide a uniform, expeditious and equitable procedure with due regard for the public fisc and rights of persons in interest, for the judicial determination of the validity of any cooperative endeavor agreements authorized under this Chapter or generally by Article VII, Section 14(C) of

the Louisiana Constitution and the transactions contemplated thereby.” La. Rev. Stat. Ann. § 33:9031.1 (1950).

5.

The Plaintiff has authorized and executed a Cooperative Endeavor Agreement effective as of June 21, 2016 (the “*Cooperative Endeavor Agreement*”) by and among the Police Jury, TransCameron Pipeline, LLC, and Venture Global Calcasieu Pass, LLC (together with TransCameron Pipeline, LLC, “*Venture Global*”), and this is an action for the judicial validation of such Cooperative Endeavor Agreement to insure the legality of the transactions contemplated by the Cooperative Endeavor Agreement and the obligations undertaken by the Police Jury thereunder. A copy of the Cooperative Endeavor Agreement is attached hereto as **Exhibit “A.”**

6.

Made defendants herein, pursuant to the Cooperative Endeavor Agreement Validation Act and the Bond Validation Act, are all taxpayers, property owners, citizens of the Parish of Cameron, State of Louisiana (the “*Parish*”), and non-residents owning property or subject to taxation therein, and all other persons interested in or affected in any way by the execution of the Cooperative Endeavor Agreement and the transactions contemplated thereby, more fully described hereinafter, or having or claiming to have any rights or interest in the Cooperative Endeavor Agreement.

7.

La. Rev. Stat. Ann. §§ 33:9020 *et seq.* (1950) (hereinafter referred to as the “*Cooperative Economic Development Law*”), La. Const. art. VII, § 14(C), and La. Rev. Stat. Ann. §§ 33:1321-1331 (1950) (the “*Local Services Law*”), together with other relevant constitutional and statutory authority (collectively, the “*Act*”), authorize the Police Jury to engage in cooperative endeavors with any public or private association or company for a public purpose, and economic development is declared to be a public purpose. La. Rev. Stat. Ann. § 33:9021(4) (1950); *Id.* at § 9021(6); see also, Bd. of Dir. of the Indus. Dev. Bd. of Gonzales, Inc. v. All Taxpayers, 938 So. 2d 11, 18 (La. 2006).

8.

Venture Global is developing and intends to construct, own, and operate a liquefied natural gas export terminal and interconnecting pipelines to be owned by Venture Global or its affiliates (the “*LNG Export Project*”) on a site adjacent to the Calcasieu Ship Channel (the “*LNG*

Project Site”) in the Parish, the construction of which is anticipated to be substantially completed and become operational in 2019. (Cooperative Endeavor Agreement, p. 1).

9.

The Police Jury, as the governing authority of the Parish, determined that the presence of the LNG Export Project in the Parish is reasonably expected to result in immediate and extensive economic benefits to the Parish and its residents, including the creation and maintenance of employment opportunities and the fostering of industrial innovation and improvements, thereby stimulating economic development in the Parish and serving a valid public purpose, which is expected to exceed the value of the Parish’s obligations under the Cooperative Endeavor Agreement and the PILOT Agreement. (*Id.* at 1-2).

10.

The Police Jury is presently the beneficiary of certain *ad valorem* taxes levied against property in the Parish, including the LNG Project Site described in Paragraph 8 hereof, all as more fully described within the propositions sanctioned by the Parish’s electorate, as evidenced by various resolutions adopted by the Police Jury promulgating such election results as evidenced by the filing of such resolutions with the Clerk of this Honorable Court.

11.

Receipt of and credit for advance payment of *ad valorem* taxes by the Police Jury and other taxing authorities located in the Parish is authorized by La. Rev. Stat. Ann. § 33:2758 (1950). By La. Atty. Gen. Op. No. 07-0232 (September 14, 2007), the Louisiana Attorney General has opined that La. Rev. Stat. Ann. § 33:2758 (1950) is constitutional.

12.

In order to encourage Venture Global to locate the LNG Export Project in the Parish, the Police Jury entered into the Cooperative Endeavor Agreement, whereby the Police Jury has agreed to close a portion of Davis Road at the northern border of the LNG Project Site, take all necessary and reasonable steps to assist Venture Global in obtaining necessary approvals and rerouting utilities, and has agreed to negotiate in good faith with Venture Global to enter into a Payment in Lieu of Taxes Agreement with Venture Global (the “*PILOT Agreement*”) and to encourage other local taxing authorities to enter into such agreement, whereby the Police Jury and any other local taxing authorities joining in the agreement will provide a credit against *ad valorem* taxes levied against the LNG Export Project in return for certain payments to be made

by Venture Global to the Police Jury and any participating local taxing authorities in lieu of such *ad valorem* taxes. (Cooperative Endeavor Agreement, Art. II(A)-(B) and Art. IV(A)).

13.

In exchange for the obligations undertaken by the Police Jury, the Cooperative Endeavor Agreement provides that Venture Global will finance the design, construction, operation, and maintenance of a public park, a public marina, a public boat launch, parking for recreational vehicles, and a restaurant on property adjacent to the LNG Project Site, which property shall be leased by the Police Jury, with such lease payments to be paid for by Venture Global, and will pay for the costs of operating a water shuttle service providing alternative access to the Jetty Pier upon the closure of Davis Road. (*Id.* at Art. I(A)-(D)).

14.

Pursuant to the authority of the Act, the Police Jury, as the governing authority of the Parish, adopted a resolution May 5, 2016, which resolution was amended pursuant to a resolution adopted by the Police Jury on June 16, 2016 (collectively, the “*Resolution*”), authorizing the President of the Police Jury to execute the Cooperative Endeavor Agreement. A copy of the Resolution is attached hereto as **Exhibit “B.”**

15.

Thereafter, on June 16, 2016, the President of the Police Jury executed the Cooperative Endeavor Agreement on behalf of the Parish and the Cooperative Endeavor Agreement became effective upon the execution of the Cooperative Endeavor Agreement by Venture Global on June 21, 2016.

16.

The Police Jury is duly authorized pursuant to the Cooperative Endeavor Agreement Validation Act and the Bond Validation Act to file and does hereby file this Motion for Judgment (this “*Motion*”) against all defendants hereinafter stated in order to determine: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations

undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

17.

The Plaintiff avers that the Cooperative Endeavor Agreement, including the transactions contemplated thereby and the obligations undertaken therein, is a valid, legal, and enforceable obligation of the parties thereto.

18.

The Plaintiff has instituted this action in order to obtain an expedited determination of: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

WHEREFORE, the Plaintiff prays:

(1) That, pursuant to the Cooperative Endeavor Agreement Validation Act and the Bond Validation Act, this Court issue an order (the "*Order*") directing the publication of this Motion two (2) times within a period of fifteen (15) consecutive calendar days from the date of the Order in the *Cameron Pilot*, a newspaper of general circulation published in the Parish, being the official journal of the Police Jury (the first publication of which is to be not later than eight (8) days from and after the date of issuance of the Order), and at the same time fix a time and place for hearing this cause, which time and place will be published with this Motion for Judgment (the date fixed for the hearing to be at least ten (10) days, but not more than thirteen (13) days, after the second publication of this Motion for Judgment);

(2) That, at the time and place designated in the Order, this Court proceed to hear and determine all questions of law and fact in this cause, including, but not limited to: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the

Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding;

(3) That, after due proceedings, this Court render a judgment herein establishing and declaring: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding;

(4) That, pursuant to the Cooperative Endeavor Agreement Act and the Bond Validation Act, this Honorable Court issue a permanent injunction against the institution by any person of any action or proceeding contesting: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding; and

(5) For all equitable relief.

Respectfully submitted,

CAMERON PARISH POLICE JURY

By: Matthew W. Kern

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Counsel to the Plaintiff

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA

PARISH OF CAMERON

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") made and entered into as of the 21st day of June, 2016, by, between and among:

1. CAMERON PARISH POLICE JURY, herein represented by Curtis Fountain, President, of the Cameron Parish Police Jury (the "Police Jury");
2. TRANSCAMERON PIPELINE, LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana, herein represented by Graham McArthur, its duly authorized Chief Financial Officer and Treasurer ("TransCameron"); and
3. VENTURE GLOBAL CALCASIEU PASS, LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana, herein represented by Graham McArthur, its duly authorized Chief Financial Officer and Treasurer ("Venture Global Calcasieu Pass" and, together with TransCameron, "Venture Global", and together with TransCameron and the Police Jury, collectively, the "Parties").

WITNESSETH:

WHEREAS, Venture Global is developing and intends to construct, own, and operate a liquefied natural gas export terminal and interconnecting pipelines owned by Venture Global or its affiliates ("LNG Export Project") set forth in attached "Exhibit A" on a site adjacent to the Calcasieu Ship Channel ("LNG Project Site") in Cameron Parish, Louisiana ("Parish"), construction of which is anticipated to be substantially completed and become operational during the 2019 tax year;

WHEREAS, although Venture Global's LNG Export Project intends to apply for the industrial *ad valorem* tax exemption provided for in Louisiana Constitution Article VII, § 21(F) ("ITE"), Venture Global has a significant interest in supporting the Police Jury whose infrastructure, facilities, and equipment will support the LNG Export Project and its suppliers, contractors, and employees;

WHEREAS, while the Parish and its residents will receive immediate and extensive benefits from construction and operation of the LNG Export Project in Cameron Parish, including creation and maintenance of employment opportunities,

stimulation of economic development and fostering of industrial innovation and improvements, they also may experience disturbance or interruption to currently available cultural and recreational activities as a result of such project, namely restricted access to the public boat launch (the "Existing Boat Launch") and public jetty pier facility (the "Jetty Pier") located adjacent to the southern border of the LNG Project Site, which are currently accessed via Davis Road;

WHEREAS, Venture Global is willing and has agreed to reimburse the Police Jury certain amounts, as set forth herein, to ensure that the residents of Cameron Parish enjoy continued access to such cultural and recreation areas and attendant activities;

WHEREAS, the Parties hereto desire to designate this Agreement a cooperative endeavor agreement, as permitted by Sections 9020 through 9037 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and Art. VII, Section 14(c) of the Louisiana Constitution of 1974, as amended ("Cooperative Economic Development Law"), and contract as herein provided with respect to Venture Global's making payments to the Police Jury, and otherwise contracting in accordance with the provisions of Section 2758 and Sections 1321 through 1331 of Title 33 of the Louisiana Revised Statutes of 1950, as amended ("Local Services Law").

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

ARTICLE I VENTURE GLOBAL'S OBLIGATIONS

A. Commencing upon the execution of this Agreement, Venture Global Calcasieu Pass will obtain an option (the "Option") to lease (the "Lease") an approximately fifty-eight (58) acre parcel located in Cameron, Louisiana, as depicted on attached "Exhibit B" (the "Property"). The Lease shall have a term that is no shorter in duration than the term of the lease entered into by Venture Global Calcasieu Pass for the LNG Project Site. Upon the occurrence of the Final Investment Decision for the LNG Export Project, Venture Global Calcasieu Pass will assign all of its interests in, to, and under the Option to the Police Jury and the Police Jury shall exercise the Option and enter into the Lease. In connection therewith, the Police Jury shall release Venture Global Calcasieu Pass, and obtain a release agreement from the land owner under the Option and the Lease releasing Venture Global Calcasieu Pass, from any further obligations or liabilities under the Option and Lease; provided, however, that Venture Global shall provide to the Police Jury one hundred percent (100%) of the rent payments owed by the Police Jury under the Lease. For purposes of this Agreement, "Final Investment Decision" shall mean the point at which Venture Global and its affiliates have obtained all necessary debt and equity financing arrangements, obtained all necessary permits and approvals, to construct, own and operate the LNG Export Project, and commenced the construction of the LNG Export Project.

B. The Property shall be used for the design, construction, operation and maintenance of (a) a public park; (b) a public marina (the "Marina"); (c) a public boat launch (the "Boat Launch"); (d) parking for recreational vehicles; and (e) a restaurant (collectively, the "Facilities") to be privately owned and operated by a vendor selected by the Police Jury with advice and input from Cameron Answers and other public interest parties (together, the "Public Interest Parties").

C. Commencing upon the execution of this Agreement, the Police Jury shall engage FD Stonewater, LLC ("FD Stonewater") to act as the construction manager to advise the Police Jury regarding the design, engineering and construction of the Facilities and to oversee and approve of costs related to the design, engineering and construction of the Facilities, all in accordance with a budget approved by Venture Global. Thereafter, in accordance with applicable laws, the Police Jury will select, with advice and input from Venture Global, FD Stonewater, and Public Interest Parties, an architect and engineer to design and provide engineering for the Facilities, in accordance with a budget approved by Venture Global. The architectural renderings and/or design engineering for the Facilities will be reviewed by the Police Jury, Venture Global and FD Stonewater and approved by the Police Jury, following advice and input from Venture Global and FD Stonewater. The architectural renderings and/or design engineering will also be reviewed by the Public Interest Parties, who may also provide comments thereto. Prior to the occurrence of the Final Investment Decision, the Police Jury will, in accordance with applicable laws, select, with advice and input from Venture Global and FD Stonewater, a construction contractor to construct the Facilities, in accordance with a budget approved by Venture Global, pursuant to a construction contract to be entered into between the construction contractor and the Police Jury. Upon the occurrence of the Final Investment Decision, the Police Jury shall issue the notice to proceed with construction of the Facilities under the construction contract. Venture Global shall provide to Police Jury one hundred percent (100%) of the costs related to (a) the design, engineering, construction, and construction management of the Facilities; and (b) any modifications to the Jetty Pier necessary to continue the operation and maintenance of the Jetty Pier as a public recreation area in accordance with applicable law.

D. Upon the later of the closure of Davis Road at the commencement of construction of the LNG Export Project or the completion of construction of the Facilities, the Police Jury shall commence the operation and maintenance of a water shuttle service, during daylight hours, from the Marina to the Jetty Pier for use by recreational users of the Jetty Pier (the "Shuttle Service"); provided, Venture Global shall use reasonable efforts to facilitate the Shuttle Service commencement as soon as practicable upon the completion or resolution of potential hazardous and other unsafe conditions, including but not limited to construction activities and the re-routing of utilities necessary to allow the Jetty Pier to be re-opened for public use and obtaining all associated permits. The Shuttle Service shall be operated and maintained by the Police Jury, or its designated subcontractor to be approved

in writing by Venture Global Calcasieu Pass, for a term no shorter than the term of the lease entered into by Venture Global Calcasieu Pass for the LNG Project Site. Venture Global shall provide to Police Jury one hundred percent (100%) of the costs of operating and maintain the Shuttle Service. Venture Global and the Police Jury will mutually agree on the selection of the vessel(s) (to be obtained by the Police Jury at Venture Global's expense) used for providing the Shuttle Service and will agree, on an annual basis, to a budget for the operation and maintenance of the Shuttle Service.

E. The Parties recognize and agree that the dollar amount of each of Venture Global's above-referenced payments and obligations will be determined in good faith and memorialized in subsequent agreements to be executed by the Parties.

ARTICLE II

POLICE JURY'S OBLIGATIONS

A. The Police Jury will promptly, and in any event no later than October 31, 2016, take all steps reasonably necessary to assist and support Venture Global, including obtaining conditional approvals, with the closure of Davis Road at the northern border of the LNG Project Site. The Police Jury will promptly, and in any event no later than the occurrence of the Final Investment Decision, take all steps reasonably necessary to assist and support Venture Global, including obtaining conditional approvals, with the rerouting of any utilities that are required for the operation of the Jetty Pier in a manner that such utilities will not interfere with the construction, operation or maintenance of the LNG Export Project, and assist Venture Global with certain modifications to the Jetty Pier, including the removal of any parking area, offices, and/or infrastructure related to recreational vehicles. The removal of any parking area, offices and/or infrastructure related to recreational vehicles or modifications to the Jetty Pier shall be subject to applicable restrictions imposed by the Federal Emergency Management Agency. The Police Jury will continue the operation and maintenance of the Jetty Pier as a public recreation area in accordance with applicable law and not take any action to create, or permit the creation of, alternative motor vehicular access to the Jetty Pier other than access necessary for first responders, including, but not limited to, the sheriff and the fire chief. The Police Jury will not sell, assign, transfer, encumber or dispose all or any portion of the Property or its interest in the Property without the prior written consent of Venture Global, which consent shall not be unreasonably withheld or delayed; provided, however, such consent shall not be required in the event of the taking of any portion of the Property by eminent domain or condemnation. The Police Jury will, without additional compensation, terminate any interest it has in the real property on which the Existing Boat Launch is located.

B. The Police Jury will not undertake any activities on the Property that, in Venture Global's reasonable determination, interfere with the LNG Export Project and/or the Facilities. The Police Jury will provide support to Venture Global with respect to all local, state, and federal regulatory agencies, as reasonably requested by Venture Global,

regarding the permits and approvals for the LNG Export Project that relate to the implementation of this Agreement. The Police Jury will support Venture Global in obtaining the ITE property tax abatement from the State of Louisiana for property taxes that may be assessed against the LNG Export Project.

ARTICLE III **REIMBURSEMENT**

With respect to each of Venture Global's payment and reimbursement obligations referred to in Article I, Venture Global and the Police Jury recognize and agree that the details regarding calculation and payment of each such obligation will be determined in good faith and memorialized in subsequent agreements to be executed by the Parties. Such agreements shall specify separate accounting and payment protocols for each of the following expenses (the "Expenses"):

- A. Option Payments
- B. Lease Payments
- C. Design, Engineering, Construction, and Construction Management of the Facilities
- D. Operation and Maintenance of the Shuttle Service
- E. Non-recurring out of pocket costs related to the re-routing of utilities and infrastructure modification at the Jetty Pier

ARTICLE IV **PAYMENTS IN LIEU OF TAXES**

A. In exchange for Venture Global's undertaking the obligations expressed in this Agreement, the Police Jury and Venture Global agree to negotiate in good faith to obligate themselves through a subsequent Payment in Lieu of Taxes Agreement ("PILOT Agreement"), and the Police Jury shall use its good faith efforts to encourage all other taxing authorities located within the Parish, subject to the oversight and jurisdiction of the Police Jury, to enter into the PILOT Agreement to provide Venture Global a credit against *ad valorem* taxes to be levied against the LNG Export Project's taxable property in the Police Jury on a basis to be negotiated with Venture Global (the "Tax Credits") for each dollar paid for Expenses by Venture Global to the Police Jury (the "Payments"); provided, however, no Tax Credits shall be provided to Venture Global in exchange for Expenses incurred by Venture Global in connection with the design, engineering, construction, or construction management of the Boat Launch, the parking for recreational vehicles and the Shuttle Service. Pursuant to the PILOT Agreement, the Payments shall be considered as "in lieu of" *ad valorem* tax payments and applicable to any LNG Export Project property that is or becomes subject to *ad valorem* taxation in the Police Jury.

B. The PILOT Agreement shall set forth the terms and rate at which the Tax Credits in favor of Venture Global shall be claimed each year by Venture Global as well as the carry forward and application in subsequent tax years of unclaimed Tax Credits.

ARTICLE V
DEFAULT

The failure of Venture Global to make Payments as provided in Article III shall constitute a default under this Agreement, provided that such default may be remedied if the Payments are paid within sixty (60) days of notice of such default. The failure of Police Jury to fulfill its obligations as provided in Articles II, IV, and VI shall constitute a default under this Agreement, provided that such default may be remedied if the obligations are satisfied within sixty (60) days of notice of such default.

ARTICLE VI
EFFECTIVE DATE

This Agreement shall become effective on the date ("Effective Date") that all of the signatory Parties shall have individually and collectively, to the satisfaction of all Parties, as evidenced by their written confirmation, taken all necessary corporate, governmental, regulatory and legal actions as may be required to allow them to be legally bound by the terms and conditions provided for herein. Each Party shall use reasonable efforts to accomplish such actions.

ARTICLE VII
RETIREMENT WITHHOLDINGS

The Police Jury shall, after receipt of the Payments provided for herein, withhold the same percentage of the Payments as that authorized by law to be withheld from *ad valorem* taxes for payment into public retirement systems and shall transfer the withheld amount proportionally to the respective retirement systems.

ARTICLE VIII
TERM OF AGREEMENT

This Agreement shall remain in full force and effect during the term of the Lease.

ARTICLE IX
PAYMENT OF OTHER TAXES

Nothing contained in this Agreement shall relieve Venture Global from any obligation to pay any taxes, specifically including, but not limited to, *ad valorem* taxes levied by or owed to the Police Jury and any other tax-recipient body in the Parish.

ARTICLE X
FINANCING

A. Venture Global acknowledges that the Police Jury may seek to obtain financing supported by this Agreement ("Financing") from certain authorized conduit issuers, other state or federal governmental authorities, and private financial institutions ("Taxing Authority Lenders"). Subject to the terms and conditions of its own indebtedness, Venture Global agrees to use commercially reasonable efforts to cooperate with the Police Jury in its efforts to obtain such Financing, including by: (i) supplying information concerning Venture Global and the LNG Export Project (that is in Venture Global's possession and is not of a proprietary nature) as Taxing Authority Lenders may reasonably request; (ii) executing additional documents as are normal and customary for such Financing and as Taxing Authority Lenders may reasonably request; and (iii) taking other actions as are normal and customary for such Financing and as Taxing Authority Lenders may reasonably request.

B. Police Jury acknowledges that Venture Global will seek financial arrangements from financial institutions ("VG Lenders" and, together with Taxing Authority Lenders, the "Lenders.")

C. The Parties hereto agree that the Police Jury and Venture Global may, without the consent of each other or the other Parties hereto, assign, mortgage, hypothecate, pledge, or otherwise encumber all or any portion of their interest in and to this Agreement in favor of any Lenders, and any such Lenders may assign such interest in and to this Agreement to any subsequent assignee in connection with the sale, transfer, or exchange of their rights in this Agreement upon and after the exercise of their rights and enforcement of their remedies against the assigning Party under any deed of trust or other security instrument creating a lien in their favor upon written notice to the other Parties. Each of the Parties shall execute such documents containing such normal, customary and reasonable terms as may be reasonably requested by any such Lenders or subsequent assignee to evidence and acknowledge its consent and the effectiveness of any such assignment, hypothecation, pledge or other encumbrance.

ARTICLE XI
DESIGNATION

A. This Agreement is hereby designated a cooperative endeavor agreement, as permitted by the Cooperative Economic Development Law and the provisions of Local Services Law. The validity of this Agreement is subject to all federal, state, and local laws.

B. Within thirty (30) days after the Effective Date of this Agreement, at Venture Global's expense, the Police Jury shall file a Rule for Judgment as provided in La. R.S. 33:9031.1 and all Parties agree to support validation of this Agreement as provided in La. R.S. 33:9031.1. The Police Jury shall consult and confer with Venture Global regarding preparation of the Rule for Judgment, and the appeal of any judgment rendered in such proceeding, and shall obtain Venture Global's written approval thereto, not to be unreasonably withheld, prior to such filing. Each Party agrees, to cooperate to obtain such validation, and, in any other legal proceeding challenging the validity or enforceability of this Agreement or any provision herein, to cooperate in defense of such challenge, including, without limitation, by: (i) supplying information as reasonably requested by any other Party hereto in advancement of such efforts; (ii) executing additional documents as are normal and customary for such suits and as reasonably requested by any other Party hereto; and (iii) taking other actions as are normal and customary for such suits as reasonably requested by any other Party hereto.

C. In the event that this Agreement is not validated pursuant to La. R.S. 33:9031.1 because of a deficiency that can be remedied by the Parties, the Parties shall, within one-hundred twenty (120) days thereof, take all necessary steps to remedy such deficiency, which may include, without limitation, execution of a new cooperative endeavor agreement with such deficiency remedied therein, and shall promptly seek validation pursuant to La. R.S. 33:9031.1. The foregoing obligation of the Parties shall continue and survive notwithstanding any termination of the Agreement pursuant to Article XIV hereof. If the Agreement is not validated after the Parties take such steps, the Agreement may be terminated by any Party after the date of a final judgment denying validation by a court having jurisdiction over the matter as provided in Article XIV hereof. The Parties shall in good faith collectively decide whether to appeal any judgment denying validation.

ARTICLE XII **COOPERATION**

The Parties agree to be bound by the terms of this Agreement and further agree to coordinate and cooperate to achieve the ends desired by each of them to this Agreement. The Parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

ARTICLE XIII **EFFECT OF AGREEMENT**

A. Each Party represents and warrants to the other Parties that (a) such Party has the full and complete legal authority to enter into this Agreement; (b) such Party has taken all necessary corporate, governmental, regulatory and legal actions as may be

required to allow such Party to execute and deliver this Agreement, perform its obligations hereunder, and be legally bound by the terms and conditions hereof, subject to bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (c) this Agreement is binding and enforceable in accordance with its terms on such Party and its successors; and (d) the authorizing resolutions or other approvals of each Party attached hereto *in globo* as "Exhibit C" are true and complete copies that have not been modified or rescinded.

B. This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto, their respective legal representatives, successors and assigns.

C. This Agreement supersedes all prior and contemporaneous oral and written agreements, understandings, negotiations, and discussions among the Parties relating to the matters and transactions covered by this Agreement.

D. This Agreement constitutes the entire agreement between the Parties and all Parties represent that no oral or other written representations have been made. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by all Parties. This Agreement shall not impart any rights enforceable by any third Party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by any other Party shall not be construed as a waiver of any other default.

E. If any provision of this Agreement is found to be invalid, void or unenforceable by any court having jurisdiction, the Parties shall use commercially reasonable efforts to promptly modify this Agreement to give effect to the original intention of the Parties.

F. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Louisiana, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

G. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

H. The Police Jury agrees that Venture Global may utilize all available remedies at law or in equity to enforce this Agreement and any provision hereof, expressly including injunction and mandate to compel compliance herewith without the necessity of proving damages or posting any bond.

ARTICLE XIV
TERMINATION

A. This Agreement may be terminated, and be of no further force or effect, upon the occurrence of any of the following events unless agreed otherwise in writing by the Parties (each, an "Early Termination Event"):

- 1) after the filing of a Rule for Judgment as provided in La. R.S. 33:9031.1 pursuant to Article XI hereof, a court having jurisdiction over the matter enters an appealable judgment either denying validation of the Agreement or that one or more provisions of this Agreement are invalid, void or unenforceable, and the Parties in good faith collectively decide to not appeal such judgment;
- 2) a Party in default fails to remedy such default within the time period specified in Article V after such Party has received a notice of default from any other Party;
- 3) a Final Investment Decision is not reached by July 1, 2017; or
- 4) a Terminable Force Majeure Event (as defined in Article XV below) occurs.

B. If the Agreement is terminated due to an Early Termination Event, the Police Jury shall treat all Payments paid by Venture Global prior to the effective date of such termination as prepaid *ad valorem* tax payments, giving Venture Global a dollar-for-dollar credit for all such amounts paid.

ARTICLE XV
FORCE MAJEURE

A. A "Force Majeure Event" shall mean an extraordinary event or circumstance beyond the control of Venture Global, including but not limited to war, strike, riot, crime, acts or omissions of any governmental entity, catastrophic failure of any of the main components of the LNG Export Project, or an event recognized as an Act of God (such as fire, drought, hurricane, flooding, tornado, earthquake, volcanic eruption, or any other adverse weather event) that adversely affects Venture Global's ability to construct or operate the LNG Export Project.

B. Upon occurrence of a Force Majeure Event, Venture Global shall give

written notice of such event to the Police Jury within thirty (30) days of such occurrence. The Force Majeure Event shall commence on the date of such occurrence until the effects of such Force Majeure Event are fully removed, remedied or repaired, or otherwise no longer prevent performance of Venture Global's obligations hereunder (the "Force Majeure Period"). Venture Global shall proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure Event.

C. During the first thirty (30) days of a Force Majeure Period, Venture Global's obligations under this Agreement shall be suspended. A "Terminable Force Majeure Event" means a Force Majeure Event which lasts beyond thirty (30) days or significantly disrupts Venture Global's operations at the LNG Export Project, and from which Venture Global does not intend to repair, remedy, replace, or resume full operations. Upon the occurrence of a Terminable Force Majeure Event, Venture Global, at its option, may terminate this Agreement pursuant to Article XIV.

ARTICLE XVI **NOTICES**

All notices permitted or required under this Agreement shall be given in writing via certified mail, return receipt requested, to the applicable Party as follows:

To Police Jury:

President
Cameron Parish Police Jury
Parish of Cameron
148 Smith Circle
Cameron, Louisiana 70631

with a copy to

Parish Administrator
Parish of Cameron
P.O. Box 1280
Cameron, Louisiana 70631

To Venture Global Calcasieu Pass:

Venture Global Calcasieu Pass, LLC
c/o Venture Global LNG, Inc.
2200 Pennsylvania Avenue NW, Suite 600W
Washington, D.C. 20037
Attention: General Counsel

To TransCameron:

TransCameron Pipeline, LLC
c/o Venture Global LNG, Inc.
2200 Pennsylvania Avenue NW, Suite 600W
Washington, D.C. 20037
Attention: General Counsel

ARTICLE XVII
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a Party hereto, or a copy of a counterpart signed by a Party hereto, will be regarded as an original signed by such Party for the purposes hereof.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives as of the date and year first above written.

WITNESSES:

Mary B. Carroll

Name: Mary B. Carroll

Arleen Nunez

Name: Arleen Nunez

WITNESSES:

Name: _____

Name: _____

WITNESSES:

Name: _____

Name: _____

CAMERON PARISH POLICE JURY

By: Curtis Fountain

Name: _____

Curtis Fountain

Title: _____

President

Cornelia B. Dunaway - Notary

VENTURE GLOBAL CALCASIEU
PASS, LLC

By: _____

Name: _____

Title: _____

TRANSCAMERON PIPELINE, LLC

By: _____

Name: _____

Title: _____

Cornelia B. Dunaway
Notary Public ID# 50258
Commission Expires at Death

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives as of the date and year first above written.

WITNESSES:

MConneil

Name: Morgan O'Neill

Small

Name: Mallie kai-kai

VENTURE GLOBAL CALCASIEU PASS, LLC

By: Graham McArthur

Name: Graham McArthur

Title: Chief Financial Officer and Treasurer

WITNESSES:

MConneil

Name: Morgan O'Neill

Small

Name: Mallie kai-kai

TRANSCAMERON PIPELINE, LLC

By: Graham McArthur

Name: Graham McArthur

Title: Chief Financial Officer and Treasurer

DISTRICT OF COLUMBIA: SS
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 21 DAY OF JUNE, 2016
Annette B. Thrasher
NOTARY PUBLIC
My Commission Expires 4/30/2020

BEFORE ME: Annette B. Thrasher
Notary Public

My Commission Expires: April 30, 2020

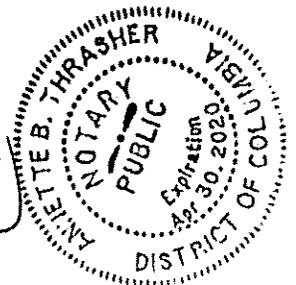


EXHIBIT A

Description of LNG Export Project

The LNG Export Project will consist of (a) a liquefied natural gas export terminal located adjacent to the Calcasieu Ship Channel in Cameron Parish, Louisiana, that is capable of producing and exporting no less than 10.0 million metric tons per annum of liquefied natural gas, and (b) an interstate natural gas pipeline to transport natural gas from various points of interconnection with the interstate pipeline grid in Louisiana to the site of the proposed liquefied natural gas terminal.

EXHIBIT B

The Property

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.72°05'45"W., A DISTANCE OF 884.87 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY FOUND 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE WEST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 198.10 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE, OFFSET 6.94 FEET S.70°16'04"E. OF TRUE POSITION; SAID NON TANGENT CURVE HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 19°54'45", AND CHORD OF S.3°40'33"W., 197.10 FEET; THENCE N.70°16'04"W., A DISTANCE OF 407.45 FEET TO A POINT ALONG A STEEL BULKHEAD BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE, OFFSET 42.87' S70°16'04"E. OF TRUE POSITION; THENCE N.53°30'18"E., A DISTANCE OF 49.53 FEET ALONG THE LEFT DESCENDING BANKLINE OF THE CAMERON LOOP PASS; THENCE N.31°41'01"E., A DISTANCE OF 13.97 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.12°47'28"E., A DISTANCE OF 44.39 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.18°03'35"E., A DISTANCE OF 9.47 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.14°02'41"E., A DISTANCE OF 14.63 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.06°01'49"E., A DISTANCE OF 29.56 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.30°40'46"E., A DISTANCE OF 9.40 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.34°41'26"E., A DISTANCE OF 47.59 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.18°20'11"E., A DISTANCE OF 137.27 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.07°54'56"E., A DISTANCE OF 10.05 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.25°46'15"E., A DISTANCE OF 13.13 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.48°03'25"E., A DISTANCE OF 22.61 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.45°08'43"E., A DISTANCE OF 16.72 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.44°16'56"E., A DISTANCE OF 11.46 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.47°10'48"E., A DISTANCE OF 10.95 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.40°34'07"E., A DISTANCE OF 15.02 FEET ALONG SAID BANKLINE TO A POINT; THENCE

N.55°50'23"W., A DISTANCE OF 14.33 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.75°22'04"W., A DISTANCE OF 8.44 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.57°25'49"W., A DISTANCE OF 14.18 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.03°54'46"W., A DISTANCE OF 23.73 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.00°58'53"E., A DISTANCE OF 13.84 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.03°35'56"W., A DISTANCE OF 21.86 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.01°23'55"W., A DISTANCE OF 28.88 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.22°44'50"W., A DISTANCE OF 11.32 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.72°22'50"W., A DISTANCE OF 25.86 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.54°02'17"W., A DISTANCE OF 17.20 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.04°33'18"W., A DISTANCE OF 86.43 FEET ALONG SAID BANKLINE TO A POINT; THENCE N.30°02'03"E., A DISTANCE OF 5.56 FEET TO THE INTERSECTION OF SAID BANKLINE AND THE NORTH LINE OF IRREGULAR SECTION 37, TOWNSHIP 14 SOUTH, RANGE 9 WEST, CAMERON PARISH, LOUISIANA, BEING MARKED BY A FOUND 0.50 INCH DIAMETER IRON PIPE, OFFSET 13.27 FEET N.82°32'18"E., OF TRUE POSITION; THENCE N.82°32'18"E., A DISTANCE OF 168.65 FEET ALONG THE NORTH LINE OF SAID SECTION TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.80°59'38"E., A DISTANCE OF 979.02 FEET ALONG THE NORTH LINE OF SECTIONS 37 AND 38 TO THE NORTHWEST CORNER OF IRREGULAR SECTION 39 BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.76°43'12"E., A DISTANCE OF 944.44 FEET ALONG THE NORTH LINE OF SAID SECTION 39 TO THE NORTHWEST CORNER OF IRREGULAR SECTION 40 BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.80°29'26"E., A DISTANCE OF 944.34 FEET ALONG THE NORTH LINE OF SAID SECTION 40 TO THE NORTHEAST CORNER OF IRREGULAR SECTION 40 BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°57'37"W., A DISTANCE OF 1,077.78 FEET ALONG THE EAST LINE OF SAID SECTION 40 TO THE SOUTHEAST CORNER OF SAID SECTION BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.89°02'23"W., A DISTANCE OF 928.62 FEET ALONG THE SOUTH LINE OF SAID SECTION 40 TO THE SOUTHEAST CORNER OF SECTION 39 BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.89°02'23"W., A DISTANCE OF 915.42 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 2,529,729.33 SQUARE FEET OR 58.0746 ACRES, IS SITUATED IN SECTIONS 37, 38, 39, & 40 TOWNSHIP 14 SOUTH, RANGE 9 WEST, CAMERON PARISH, LOUISIANA.

EXHIBIT C

Authorizing resolutions of each Party

CURTIS FOUNTAIN
PRESIDENT

JOE DUPONT
VICE PRESIDENT

RYAN BOURRIQUE
PARISH ADMINISTRATOR

DARRELL WILLIAMS
SECRETARY-TREASURER



P.O. Box 1280
CAMERON, LA 70631
(337) 775-5718
(337) 775-5567 FAX
WWW.PARISHOFCAMERON.NET

DISTRICT 1
CURTIS FOUNTAIN
DISTRICT 2
ANTHONY HICKS
DISTRICT 3
KIRK QUINN
DISTRICT 4
TERRY BEARD
DISTRICT 5
DAVY DOXEY
DISTRICT 6
JOE DUPONT
DISTRICT 7
DARRYL FARQUE
DISTRICT 8
LAWRENCE FAULK

RESOLUTION

RESOLUTION NO. 1039

STATE OF LOUISIANA
PARISH OF CAMERON

A RESOLUTION TO AUTHORIZE THE CAMERON PARISH POLICE JURY PRESIDENT TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT WITH VENTURE GLOBAL LNG TO SUPPORT ITS EFFORT TO FACILITATE THE CONSTRUCTION OF AN LNG TERMINAL IN THE COMMUNITY OF CAMERON.

WHEREAS, Venture Global LNG has applied for a Federal Energy Regulatory Commission permit to construct a facility in the community of Cameron aimed at exporting liquefied natural gas at its Calcasieu Pass Facility; and

WHEREAS, as part of the Federal Energy Regulatory Commission's public comment period, the Cameron Parish Police Jury and the Parish's citizenry have identified local impacts to Davis Road and the Jetty Pier Facility that would be relevant as part of the construction of this facility; and

WHEREAS, these potential impacts would be to Police Jury owned infrastructure; and

WHEREAS, the Cameron Parish Police Jury feels that through the efforts of the Parish and Venture Global LNG, the aforementioned impacts have been mitigated to the maximum extent practicable and are enumerated in the Cooperative Endeavor Agreement; and

WHEREAS, the Cameron Parish Police Jury acknowledges that the Parish-related issues arising from the pursuit of this development have been addressed in an adequate manner and in good faith by all parties; and

THEREFORE BE IT RESOLVED, the Cameron Parish Police Jury does hereby authorize Mr. Curtis Fountain, President, to execute the Cooperative Endeavor Agreement between the Police Jury and Venture Global LNG as it relates to the identified impacts of the proposed facility in the community of Cameron.

GATEWAY TO THE GULF

The foregoing resolution was read in full, and after a motion by Mr. Darryl Farque, and second by Mr. Kirk Quinn, the resolution was adopted by the following votes

YEAS: Kirk Quinn, Joe Dupont, Lawrence Faulk, Darryl Farque, Anthony Hicks, Davy Doxey, Curtis Fountain

NAYS: None

ABSTAINED: None

ABSENT: Terry Beard

ADOPTED AND APPROVED this 5th day of May, 2016.

APPROVED:



CURTIS FOUNTAIN, PRESIDENT
CAMERON PARISH POLICE JURY

ATTEST:



DARRELL WILLIAMS, SECRETARY

CURTIS FOUNTAIN
PRESIDENT

JOE DUPONT
VICE PRESIDENT

RYAN BOURRIQUE
PARISH ADMINISTRATOR

DARRELL WILLIAMS
SECRETARY-TREASURER



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CAMERON, LA 70631
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(337) 775-5567 FAX
WWW.PARISHOFCAMERON.NET

DISTRICT 1
CURTIS FOUNTAIN
DISTRICT 2
ANTHONY HICKS
DISTRICT 3
KIRK QUINN
DISTRICT 4
TERRY BEARD
DISTRICT 5
DAVY DOXEY
DISTRICT 6
JOE DUPONT
DISTRICT 7
DARRYL FARQUE

RESOLUTION

RESOLUTION NO. 1040

STATE OF LOUISIANA
PARISH OF CAMERON

A RESOLUTION AMENDING RESOLUTION NO 1039 ADOPTED BY THE CAMERON PARISH POLICE JURY ON MAY 5, 2016 RELATIVE TO THE AUTHORIZATION OF THE PRESIDENT OF THE CAMERON PARISH POLICE JURY TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH VENTURE GLOBAL LNG IN ORDER TO CORRECT REFERENCES TO THE PARTIES TO THE COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Cameron Parish Police Jury (the "*Police Jury*") adopted Resolution No. 1039 on May 5, 2016 (the "*Prior Resolution*"), authorizing the President of the Police Jury to execute a Cooperative Endeavor Agreement (the "*Agreement*") between the Police Jury and Venture Global LNG;

WHEREAS, Venture Global Calcasieu Pass, LLC and TransCameron Pipeline, LLC are the entities that are expected to be parties to the Agreement; and

WHEREAS, it is necessary to amend the Prior Resolution to make a technical amendment relating to the names of the parties to the Agreement.

NOW THEREFORE BE IT RESOLVED by the Cameron Parish Police Jury, acting as the governing authority of the Parish of Cameron, State of Louisiana:

SECTION 1. Resolution No. 1039 adopted by the Cameron Parish Police Jury (the "*Police Jury*") on May 5, 2016 is hereby amended to provide that:

- (a) the Cooperative Endeavor Agreement referenced therein shall be executed between the Police Jury, Venture Global Calcasieu Pass, LLC, and TransCameron Pipeline, LLC (the "*Agreement*");
- (b) the reference to "Venture Global LNG" in the first recital of the Prior Resolution shall be replaced with "Venture Global Calcasieu Pass, LLC"; and
- (c) the reference to "Venture Global LNG" in the fourth recital and the first

GATEWAY TO THE GULF

resolution of the Prior Resolution shall be replaced with "Venture Global Calcasieu Pass, LLC and TransCameron Pipeline, LLC".

SECTION 2. Subject to the provisions of this amendment, and except as expressly amended herein, the provisions of the Prior Resolution are hereby confirmed and ratified in all respects and shall remain in full force and effect.

SECTION 3. Mr. Curtis Fountain, President of the Police Jury is hereby authorized to execute the Agreement on behalf of the Police Jury.

The foregoing resolution was read in full, and after a motion made by Darryl Farque and seconded by Kirk Quinn, the resolution was adopted by the following votes:

YEAS: Davy Doxey, Anthony Hicks, Terry Beard, Kirk Quinn, Curtis Fountain, Joe Dupont, Darryl Farque, & Lawrence Faulk Jr

NAYS: None

ABSTAINED: None

ABSENT: None

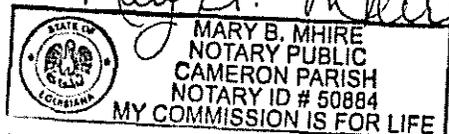
ADOPTED AND APPROVED this 16th day of June, 2016.

APPROVED:

Curtis Fountain
CURTIS FOUNTAIN, PRESIDENT
CAMERON PARISH POLICE JURY

ATTEST:

Darrell Williams
DARRELL WILLIAMS, SECRETARY

Mary B. Mhire
MARY B. MHIRE
NOTARY PUBLIC
CAMERON PARISH
NOTARY ID # 50884
MY COMMISSION IS FOR LIFE

TRANSCAMERON PIPELINE, LLC
Action by Written Consent of the Sole Member
June 15, 2016

The undersigned, being the sole member (the "Member") of TransCameron Pipeline, LLC, a Delaware limited liability company (the "Company"), for the purpose of taking action without a meeting in accordance with §18-404 of the Delaware Limited Liability Company Act, hereby adopts the following resolutions:

Cooperative Endeavor Agreement

WHEREAS, in connection with the development of the liquefied natural gas export terminal and interconnecting pipelines in Cameron Parish, Louisiana by the Company and Venture Global Calcasieu Pass, LLC ("Venture Global Calcasieu Pass") (the "Project"), the Member has determined that it is in the best interest of the Company to enter into a cooperative endeavor agreement with the Cameron Parish Police Jury (the "Police Jury") and Venture Global Calcasieu Pass, substantially in the form attached hereto as Exhibit A, which provides for, among other things, (a) the Police Jury to assist and support Venture Global Calcasieu Pass with the closure of Davis Road and to negotiate a payment in lieu of taxes agreement with the Police Jury and other Cameron Parish taxing authorities, and (b) the Company and Venture Global Calcasieu Pass to assist the Police Jury with the implementation of a water shuttle, public marina, public park, public boat launch, and restaurant to be located adjacent to the Project (the "Cooperative Endeavor Agreement");

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Endeavor Agreement is in all respects authorized and approved, and that each officer of the Company (collectively, the "Authorized Officers") be, and each of them hereby is, authorized to execute and deliver on behalf of the Company the Cooperative Endeavor Agreement and any and all amendments or ancillary documents thereto, each in such form as the Authorized Officer or Authorized Officers executing the Cooperative Endeavor Agreement or such amendments or ancillary documents shall approve, such Authorized Officer's or Authorized Officers' execution thereof to be conclusive evidence of such approval;

RESOLVED FURTHER, that each Authorized Officer be, and each of them hereby is, authorized, empowered and directed to cause the Company to take such actions as are necessary or desirable to authorize, approve, execute and deliver on behalf of the Company the Cooperative Endeavor Agreement, and any such actions hereby are ratified, confirmed, approved and adopted, and the taking of any such action shall be conclusive evidence of such ratification, confirmation, approval and adoption;

RESOLVED FURTHER, that each Authorized Officer be, and each of them hereby is, authorized, empowered and directed to proceed with the preparation, revision, execution and filing of such documents and instruments, and to proceed with any and all such other arrangements and actions, in each case as may be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, in each case with such terms and provisions as such Authorized Officer or Authorized Officers shall approve, including representations,

warranties and indemnities as may be deemed warranted by any such Authorized Officer, and the execution thereof or any amendments or waivers thereto by such Authorized Officer or Authorized Officers and any and all actions of such Authorized Officers heretofore taken in connection with the foregoing resolutions are hereby ratified, approved, adopted and confirmed in all respects;

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Officers in connection with the Cooperative Endeavor Agreement or contemplated by the foregoing resolutions or any other transactions or agreements necessary to consummate those actions contemplated by the foregoing resolutions are hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed;

RESOLVED FURTHER, that all actions taken and all agreements, instruments, reports, and documents executed, delivered, or filed through the date hereof by the Authorized Officers, or any one or more of them, in the name and on behalf of the Company are hereby authorized, approved, adopted, ratified and confirmed;

RESOLVED FURTHER, that the Authorized Officers, or any one or more of them, are hereby authorized and directed, in the name and on behalf of the Company to (i) take such further actions and to execute, deliver, and file such further agreements, instruments, reports and documents and (ii) to pay such fees, expenses, costs and taxes, as such Authorized Officers may determine to be necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such agreements, instruments, reports and documents by such officer(s));

RESOLVED FURTHER, that this Action by Written Consent of the Sole Member shall be filed among the books and records of the Company; and

RESOLVED FURTHER, that a facsimile or other reproduction of this Action by Written Consent of the Sole Member may be executed by the undersigned, and an executed copy of this Action by Written Consent of the Sole Member may be delivered by the undersigned by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of the undersigned can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. This Action by Written Consent of the Sole Member may be executed in counterparts.

[Signature Page follows.]

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has executed this Action by Written Consent of the Sole Member as of the date first above written.

VENTURE GLOBAL LNG, INC.
as the Sole Member

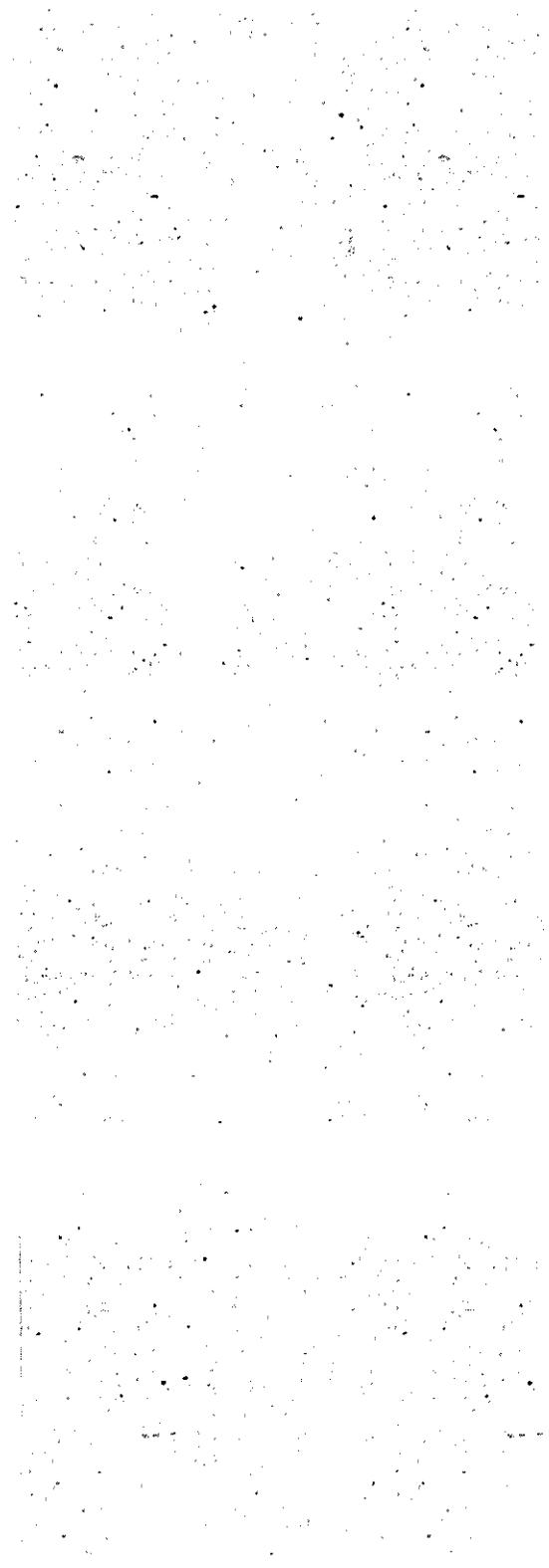
By: 

Name: Graham A. McArthur

Title: Chief Financial Officer and Treasurer

EXHIBIT A

Form of Cooperative Endeavor Agreement



VENTURE GLOBAL CALCASIEU PASS, LLC
Action by Written Consent of the Sole Member
June 15, 2016

The undersigned, being the sole member (the "Member") of Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (the "Company"), for the purpose of taking action without a meeting in accordance with §18-404 of the Delaware Limited Liability Company Act, hereby adopts the following resolutions:

Cooperative Endeavor Agreement

WHEREAS, in connection with the development of the liquefied natural gas export terminal and interconnecting pipelines in Cameron Parish, Louisiana by the Company and TransCameron Pipeline, LLC ("TransCameron") (the "Project"), the Member has determined that it is in the best interest of the Company to enter into a cooperative endeavor agreement with the Cameron Parish Police Jury (the "Police Jury") and TransCameron, substantially in the form attached hereto as Exhibit A, which provides for, among other things, (a) the Police Jury to assist and support Venture Global Calcasieu Pass with the closure of Davis Road and to negotiate a payment in lieu of taxes agreement with the Police Jury and other Cameron Parish taxing authorities, and (b) the Company and TransCameron to assist the Police Jury with the implementation of a water shuttle, public marina, public park, public boat launch, and restaurant to be located adjacent to the Project (the "Cooperative Endeavor Agreement");

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Endeavor Agreement is in all respects authorized and approved, and that each officer of the Company (collectively, the "Authorized Officers") be, and each of them hereby is, authorized to execute and deliver on behalf of the Company the Cooperative Endeavor Agreement and any and all amendments or ancillary documents thereto, each in such form as the Authorized Officer or Authorized Officers executing the Cooperative Endeavor Agreement or such amendments or ancillary documents shall approve, such Authorized Officer's or Authorized Officers' execution thereof to be conclusive evidence of such approval;

RESOLVED FURTHER, that each Authorized Officer be, and each of them hereby is, authorized, empowered and directed to cause the Company to take such actions as are necessary or desirable to authorize, approve, execute and deliver on behalf of the Company the Cooperative Endeavor Agreement, and any such actions hereby are ratified, confirmed, approved and adopted, and the taking of any such action shall be conclusive evidence of such ratification, confirmation, approval and adoption;

RESOLVED FURTHER, that each Authorized Officer be, and each of them hereby is, authorized, empowered and directed to proceed with the preparation, revision, execution and filing of such documents and instruments, and to proceed with any and all such other arrangements and actions, in each case as may be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, in each case with such terms and provisions as such Authorized Officer or Authorized Officers shall approve, including representations, warranties and indemnities as may be deemed warranted by any such Authorized Officer, and the

execution thereof or any amendments or waivers thereto by such Authorized Officer or Authorized Officers and any and all actions of such Authorized Officers heretofore taken in connection with the foregoing resolutions are hereby ratified, approved, adopted and confirmed in all respects;

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Officers in connection with the Cooperative Endeavor Agreement or contemplated by the foregoing resolutions or any other transactions or agreements necessary to consummate those actions contemplated by the foregoing resolutions are hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed;

RESOLVED FURTHER, that all actions taken and all agreements, instruments, reports, and documents executed, delivered, or filed through the date hereof by the Authorized Officers, or any one or more of them, in the name and on behalf of the Company are hereby authorized, approved, adopted, ratified and confirmed;

RESOLVED FURTHER, that the Authorized Officers, or any one or more of them, are hereby authorized and directed, in the name and on behalf of the Company to (i) take such further actions and to execute, deliver, and file such further agreements, instruments, reports and documents and (ii) to pay such fees, expenses, costs and taxes, as such Authorized Officers may determine to be necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such agreements, instruments, reports and documents by such officer(s));

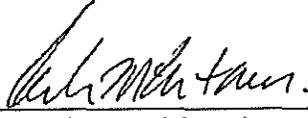
RESOLVED FURTHER, that this Action by Written Consent of the Sole Member shall be filed among the books and records of the Company; and

RESOLVED FURTHER, that a facsimile or other reproduction of this Action by Written Consent of the Sole Member may be executed by the undersigned, and an executed copy of this Action by Written Consent of the Sole Member may be delivered by the undersigned by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of the undersigned can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. This Action by Written Consent of the Sole Member may be executed in counterparts.

[Signature Page follows.]

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has executed this Action by Written Consent of the Sole Member as of the date first above written.

VENTURE GLOBAL LNG, INC.
as the Sole Member

By: 

Name: Graham A. McArthur

Title: Chief Financial Officer and Treasurer

EXHIBIT A

Form of Cooperative Endeavor Agreement

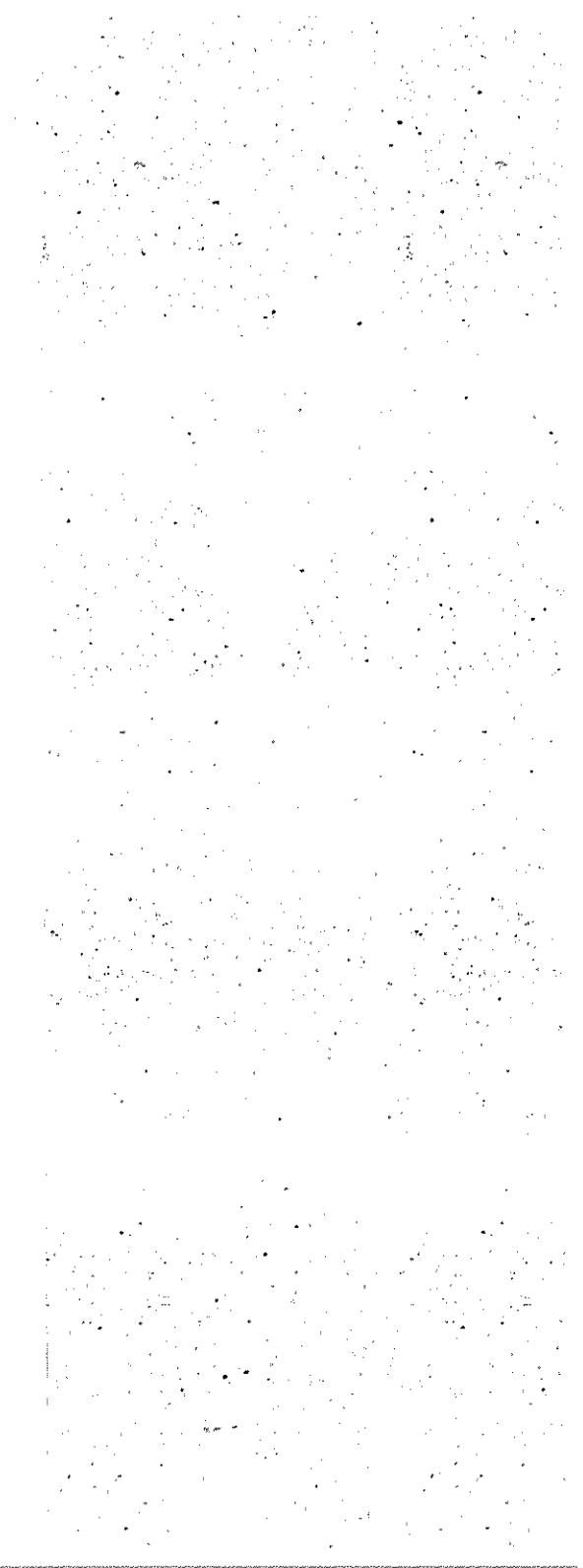


EXHIBIT B

RESOLUTIONS OF THE CAMERON PARISH POLICE JURY

CURTIS FOUNTAIN
PRESIDENT

JOE DUPONT
VICE PRESIDENT

RYAN BOURRIQUE
PARISH ADMINISTRATOR

DARRELL WILLIAMS
SECRETARY-TREASURER



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WWW.PARISHOFCAMERON.NET

DISTRICT 1
CURTIS FOUNTAIN
DISTRICT 2
ANTHONY HICKS
DISTRICT 3
KIRK QUINN
DISTRICT 4
TERRY BEARD
DISTRICT 5
DAVY DOXEY
DISTRICT 6
JOE DUPONT
DISTRICT 7
DARRYL FARQUE
DISTRICT 8
LAWRENCE FAULK

RESOLUTION

RESOLUTION NO. 1039

STATE OF LOUISIANA
PARISH OF CAMERON

A RESOLUTION TO AUTHORIZE THE CAMERON PARISH POLICE JURY PRESIDENT TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT WITH VENTURE GLOBAL LNG TO SUPPORT ITS EFFORT TO FACILITATE THE CONSTRUCTION OF AN LNG TERMINAL IN THE COMMUNITY OF CAMERON.

WHEREAS, Venture Global LNG has applied for a Federal Energy Regulatory Commission permit to construct a facility in the community of Cameron aimed at exporting liquefied natural gas at its Calcasieu Pass Facility; and

WHEREAS, as part of the Federal Energy Regulatory Commission's public comment period, the Cameron Parish Police Jury and the Parish's citizenry have identified local impacts to Davis Road and the Jetty Pier Facility that would be relevant as part of the construction of this facility; and

WHEREAS, these potential impacts would be to Police Jury owned infrastructure; and

WHEREAS, the Cameron Parish Police Jury feels that through the efforts of the Parish and Venture Global LNG, the aforementioned impacts have been mitigated to the maximum extent practicable and are enumerated in the Cooperative Endeavor Agreement; and

WHEREAS, the Cameron Parish Police Jury acknowledges that the Parish-related issues arising from the pursuit of this development have been addressed in an adequate manner and in good faith by all parties; and

THEREFORE BE IT RESOLVED, the Cameron Parish Police Jury does hereby authorize Mr. Curtis Fountain, President, to execute the Cooperative Endeavor Agreement between the Police Jury and Venture Global LNG as it relates to the identified impacts of the proposed facility in the community of Cameron.

GATEWAY TO THE GULF

The foregoing resolution was read in full, and after a motion by Mr. Darryl Farque, and second by Mr. Kirk Quinn, the resolution was adopted by the following votes

YEAS: Kirk Quinn, Joe Dupont, Lawrence Faulk, Darryl Farque, Anthony Hicks, Davy Doxey, Curtis Fountain

NAYS: None

ABSTAINED: None

ABSENT: Terry Beard

ADOPTED AND APPROVED this 5th day of May, 2016.

APPROVED:



CURTIS FOUNTAIN, PRESIDENT
CAMERON PARISH POLICE JURY

ATTEST:



DARRELL WILLIAMS, SECRETARY

CURTIS FOUNTAIN
PRESIDENT

JOE DUPONT
VICE PRESIDENT

RYAN BOURRIQUE
PARISH ADMINISTRATOR

DARRELL WILLIAMS
SECRETARY-TREASURER



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DISTRICT 1
CURTIS FOUNTAIN
DISTRICT 2
ANTHONY HICKS
DISTRICT 3
KIRK QUINN
DISTRICT 4
TERRY BEARD
DISTRICT 5
DAVY DOXEY
DISTRICT 6
JOE DUPONT
DISTRICT 7
DARRYL FARQUE

RESOLUTION

RESOLUTION NO. 1040

STATE OF LOUISIANA
PARISH OF CAMERON

A RESOLUTION AMENDING RESOLUTION NO 1039 ADOPTED BY THE CAMERON PARISH POLICE JURY ON MAY 5, 2016 RELATIVE TO THE AUTHORIZATION OF THE PRESIDENT OF THE CAMERON PARISH POLICE JURY TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH VENTURE GLOBAL LNG IN ORDER TO CORRECT REFERENCES TO THE PARTIES TO THE COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Cameron Parish Police Jury (the "*Police Jury*") adopted Resolution No. 1039 on May 5, 2016 (the "*Prior Resolution*"), authorizing the President of the Police Jury to execute a Cooperative Endeavor Agreement (the "*Agreement*") between the Police Jury and Venture Global LNG;

WHEREAS, Venture Global Calcasieu Pass, LLC and TransCameron Pipeline, LLC are the entities that are expected to be parties to the Agreement; and

WHEREAS, it is necessary to amend the Prior Resolution to make a technical amendment relating to the names of the parties to the Agreement.

NOW THEREFORE BE IT RESOLVED by the Cameron Parish Police Jury, acting as the governing authority of the Parish of Cameron, State of Louisiana:

SECTION 1. Resolution No. 1039 adopted by the Cameron Parish Police Jury (the "*Police Jury*") on May 5, 2016 is hereby amended to provide that:

- (a) the Cooperative Endeavor Agreement referenced therein shall be executed between the Police Jury, Venture Global Calcasieu Pass, LLC, and TransCameron Pipeline, LLC (the "*Agreement*");
- (b) the reference to "Venture Global LNG" in the first recital of the Prior Resolution shall be replaced with "Venture Global Calcasieu Pass, LLC"; and
- (c) the reference to "Venture Global LNG" in the fourth recital and the first

GATEWAY TO THE GULF

resolution of the Prior Resolution shall be replaced with "Venture Global Calcasieu Pass, LLC and TransCameron Pipeline, LLC".

SECTION 2. Subject to the provisions of this amendment, and except as expressly amended herein, the provisions of the Prior Resolution are hereby confirmed and ratified in all respects and shall remain in full force and effect.

SECTION 3. Mr. Curtis Fountain, President of the Police Jury is hereby authorized to execute the Agreement on behalf of the Police Jury.

The foregoing resolution was read in full, and after a motion made by Darryl Farque and seconded by Kirk Quinn, the resolution was adopted by the following votes:

YEAS: Davy Doxey, Anthony Hicks, Terry Beard, Kirk Quinn, Curtis Fountain, Joe Dupont, Darryl Farque, & Lawrence Faulk Jr

NAYS: None

ABSTAINED: None

ABSENT: None

ADOPTED AND APPROVED this 16th day of June, 2016.

APPROVED:

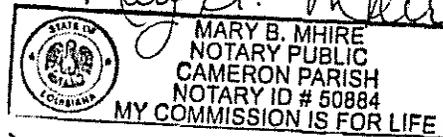
Curtis Fountain

CURTIS FOUNTAIN, PRESIDENT
CAMERON PARISH POLICE JURY

ATTEST:

Darrell Williams

DARRELL WILLIAMS, SECRETARY



CAMERON PARISH POLICE JURY

NUMBER: _____; DIVISION _____

VERSUS

ALL TAXPAYERS, PROPERTY OWNERS, CITIZENS OF THE PARISH OF CAMERON, STATE OF LOUISIANA, AND NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN, AND ALL OTHER PERSONS INTERESTED IN OR AFFECTED IN ANY WAY BY THE SUBJECT MATTER OF THE MOTION FOR JUDGMENT

38TH JUDICIAL DISTRICT COURT
PARISH OF CAMERON
STATE OF LOUISIANA

RECEIVED & FILED
2016 JUL 20 AM 9 49
CLERK OF COURTS
CAMERON PARISH, LA

ORDER

TO: All taxpayers, property owners, citizens of the Parish of Cameron, State of Louisiana, and non-residents owning property or subject to taxation therein, and all other persons interested in or affected in any way by the subject matter of the Motion for Judgment

Considering the Motion for Judgment (the "Motion") filed herein by the Cameron Parish Police Jury (the "Plaintiff" or the "Police Jury"), in which the authority is vested as the governing authority of the Parish of Cameron, State of Louisiana (the "Parish"), a political subdivision of the State of Louisiana, to file this validation proceeding to establish and recognize: (i) the legality and validity of the Cooperative Endeavor Agreement effective as of June 21, 2016 (the "Cooperative Endeavor Agreement") by and among the Police Jury, TransCameron Pipeline, LLC, and Venture Global Caclasieu Pass, LLC (together with TransCameron Pipeline, LLC, "Venture Global") and a Payment in Lieu of Taxes Agreement (the "PILOT Agreement") as contemplated therein, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding, said Motion now having been presented to this Court, and the Court being fully advised of the premises:

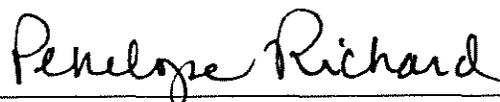
IT IS HEREBY ORDERED THAT the Plaintiff is hereby directed to publish the Motion filed in these proceedings, together with a notice of the time and place scheduled for hearing this matter, on the 28th day of July, 2016, and on the 4th day of August, 2016, in the *Cameron Pilot*,

a newspaper published in the Parish, being the official journal of the Parish, as required by La. Rev. Stat. Ann. §§ 13:5121-5130 (1950).

IT IS FURTHER ORDERED THAT all taxpayers, property owners, citizens of the Parish and non-residents owning property or subject to taxation therein, and all other persons interested in or affected in any way by the execution by the Police Jury of the Cooperative Endeavor Agreement and the transactions contemplated thereby, be and they are each hereby required to show cause, if any they can, on the 15th day of August, 2016 at 10:00 o'clock a.m., at the Thirty-Eighth Judicial District Court for the Parish of Cameron, State of Louisiana, why the relief prayed for in the said Motion should not be granted establishing and declaring that after due proceedings, this Court render a judgment herein establishing and declaring: (i) the legality and validity of the Cooperative Endeavor Agreement and the PILOT Agreement, (ii) the validity of all proceedings taken in connection with the authorization of the Cooperative Endeavor Agreement, (iii) the legality and validity of the transactions contemplated by the Cooperative Endeavor Agreement, (iv) any other matters related to the validity or approvals related to the Cooperative Endeavor Agreement, (v) the legality and validity of the obligations undertaken by the Police Jury under the Cooperative Endeavor Agreement, and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

IT IS FURTHER ORDERED THAT, by the publication of the Motion in this cause and of this Order, all taxpayers, property owners, citizens of the Parish and non-residents owning property or subject to taxation therein, and all other persons interested in or affected in any way by the execution by the Police Jury of the Cooperative Endeavor Agreement and the transactions contemplated thereby, and all other matters set forth above, shall be considered as parties defendants in these proceedings and as having been duly served, and this Court shall have jurisdiction over them the same as if each of them were named individually as a party defendant in said Motion and personally served with process in this cause.

THIS DONE AND ORDERED at Cameron, Louisiana, this 20th day of July, 2016.



PENELOPE Q. RICHARD

JUDGE, 38TH JUDICIAL DISTRICT COURT