

COOPERATIVE ENDEAVOR AGREEMENT
and
PAYMENT IN LIEU OF TAX AGREEMENT

This Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement (the "Agreement") is made and entered into by and between:

- 1. The Cameron Parish School Board, represented herein by its duly authorized undersigned representative, pursuant to the resolution attached hereto and made a part hereof as "Exhibit A" (the "School Board");
- 2. The Assessor of Cameron Parish, represented herein by its duly authorized undersigned representative (the "Assessor");
- 3. The Sheriff and Ex-Officio Tax Collector of Cameron Parish, represented herein by its duly authorized undersigned representative (the "Sheriff");
- 4. The Cameron Parish Police Jury, represented herein by its duly authorized undersigned representative, pursuant to the resolution attached hereto and made a part hereof as "Exhibit B" (the "Police Jury"); and
- 5. Cameron LNG, LLC a Delaware limited liability company authorized to do and doing business in the State of Louisiana (the "State"), represented herein by its duly authorized undersigned representative, pursuant to the corporate resolution attached hereto and made a part hereof as "Exhibit C" ("CLNG").

RECITALS

WHEREAS, providing a quality public education is crucial to Cameron Parish students, parents, parish citizens, governmental authorities, and local businesses, including CLNG; and WHEREAS, CLNG is participating in the State's industrial tax exemption program ("ITEP") that grants exemptions to CLNG of certain ad valorem taxes that would otherwise be due to the School Board in connection with its natural gas liquefaction facilities operated in Cameron Parish; and

WHEREAS, CLNG nevertheless has a vested interest in supporting the School Board's operations and facilities, and the provision of a quality public education for the students in Cameron Parish, and desires to assist the School Board therewith through certain payments in lieu of ad valorem taxes as permitted by Section 2758 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and Sections 18 and 20 of Article VII of the Louisiana Constitution of 1974, as amended; and

WHEREAS, CLNG has agreed to pay in advance to the School Board certain ad valorem taxes in the total amount of \$8,000,000 ("Prepayment Agreement"), which taxes will be paid to the Sheriff on a quarterly basis in equal amounts during calendar years 2026 and 2027 ("Prepayment Period") and which, absent this Agreement, would not otherwise be collected and distributed to the School Board during the Prepayment Period; and

WHEREAS, in exchange for CLNG's prepayment of certain ad valorem taxes to the School Board, the School Board will grant to CLNG a dollar for dollar credit against its future ad valorem tax liability in connection with its natural gas liquefaction facilities (the "Facilities") in Cameron Parish, which may be claimed in tax years 2030 and 2031, up to the amount of \$4,000,000 in each tax year ("Annual Tax Credit Amounts"); and

WHEREAS, the parties desire to designate this Agreement as a cooperative endeavor agreement as provided by Sections 9020 through 9037 of Title 33 of the Louisiana Revised Statutes of 1950, as amended ("CEA Act"), and a contract regarding CLNG's prepayment of certain ad valorem taxes, the collection thereof by the Sheriff, the School Board's authorizing ad valorem tax notices, the application of such credits by the Sheriff, and other matters as provided by Sections 1321 through 1331 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Local Services Act"); and

NOW, THEREFORE, in consideration of the above Recitals, the terms and conditions set forth in this Agreement, the Parties hereby agree to implement the Agreement on the terms and conditions set forth herein:

ARTICLE I

CLNG shall prepay ad valorem taxes in connection with its Facilities to the School Board in the total amount of \$8,000,000 paid to the Sheriff in quarterly installments of \$1,000,000 each during 2026 and 2027 (the "Quarterly Payments"). To facilitate such Quarterly Payments, the Sheriff shall submit an ad valorem tax notice to CLNG in the form attached hereto as "Exhibit D" not later than the 1st day of March, June, September, and December of 2026 and 2027, and the corresponding payment shall be due on the 30th day of March, June, September, and December of 2026 and 2027. The ad valorem tax notice shall include wire instructions for payment and shall highlight any change to previous instructions.

The Quarterly Payments shall be considered "in lieu of" future ad valorem tax payments as if they were applied to actual, current ad valorem tax liabilities of CLNG in Cameron Parish. The Sheriff shall record the Quarterly Payments on the tax rolls of Cameron Parish in the name of CLNG and tax notice number 1600001061 and shall indicate that such payment is made pursuant to this Agreement. The Assessor shall also record the Quarterly Payments on the account of CLNG and tax notice number 1600001061 and shall indicate that such payment is made pursuant to this Agreement.

Any failure to pay any Quarterly Payment by its due date shall subject CLNG to all ordinary and extraordinary penalties that would apply to an other delinquent ad valorem tax liability as provided by State law. Upon this Agreement becoming effective per Article II hereof, CLNG's obligation to make the Quarterly Payments shall be deemed executory.

ARTICLE II

This Agreement shall become effective on the date (the "Effective Date") that all of the parties hereto shall have taken all necessary corporate, governmental, regulatory and legal actions to enter into and execute this Agreement, including, entry of judgment by a court of competent jurisdiction as to the validity and enforceability of this Agreement pursuant to Section 9031.1 of the CEA Act. The parties agree to cooperate in good faith to fully realize and implement this Agreement and obtain judicial validation thereof. This Agreement shall become null and void and shall never come into effect if the above conditions have not been satisfied by March 1, 2026.

ARTICLE III

In exchange for CLNG's undertaking the obligations expressed in this Agreement, the School Board shall and hereby obligates itself to provide to CLNG a credit against future ad valorem taxes to be levied on CLNG's Facilities in Cameron Parish on a dollar for dollar basis for each dollar paid by CLNG to the School Board through the Sheriff during the Prepayment Period as provided by this Agreement. The tax credit may be claimed by CLNG in the amount of up to Four Million Dollars and No Cents (\$4,000,000.00) in each of the 2030 and 2031 tax years (the "Repayment Period"). To the extent that CLNG's ad valorem tax liability is such that CLNG is unable to fully utilize all of its otherwise available ad valorem tax credits during the Repayment Period, the School Board hereby agrees that any excess ad valorem tax credits that have not been utilized by CLNG during the Repayment Period may be carried forward indefinitely until fully utilized by CLNG in subsequent tax years. The parties further agree that the School Board may, in its sole discretion, apply any available tax credits to CLNG's ad valorem tax liability commencing with tax year 2028. The parties acknowledge that there is no guarantee or assurance that the School Board will renew its existing ad valorem millage or renew such ad valorem taxes to maintain the values currently levied.

ARTICLE IV

Upon receipt of each Quarterly Payment as provided in Article I, the Sheriff shall withhold the same percentage of the Quarterly Payment as authorized by law to be withheld from ad valorem tax collections for payment into public retirement systems, and the Sheriff shall transfer the withheld amount proportionately to each respective retirement system. The Sheriff shall thereafter distribute the remaining amount of the Quarterly Payment to the School Board.

ARTICLE V

This Agreement shall remain in full force and effect until CLNG has fully utilized all available ad valorem tax credits as provided for herein.

ARTICLE VI

Nothing contained in this Agreement shall relieve CLNG or its customers from any obligation to pay ad valorem taxes with respect to the LNG inventory stored in the Facilities or any other ad valorem tax liability associated with the Facilities.

ARTICLE VII

CLNG acknowledges that the School Board may seek to obtain financing supported by this Agreement ("Financing") from the Louisiana Local Government Environmental Facilities and Community Development Authority, other state or federal governmental authorities, or private financial institutions (collectively, "School Board Lenders"). Subject to the terms and conditions of its own indebtedness, CLNG agrees to use commercially reasonable efforts to cooperate with the School Board in its efforts to obtain such Financing, including by (i) supplying information concerning CLNG and the Facilities (that is in CLNG's possession and is not of a proprietary nature) as the School Board Lenders may reasonably request; (ii) executing additional documents as are normal and customary for such Financing as the School Board Lenders may reasonably request; and (iii) taking other actions as are normal and customary for such Financing and as School Board Lenders may reasonably request.

The School Board acknowledges that CLNG has existing financial arrangements regarding the Facilities and may seek new or modified financial arrangements from financial institutions as a result of this Agreement ("CLNG Lenders" and, together with the School Board Lenders "Lenders").

The parties hereto agree that the School Board and CLNG may, without the consent of the other or any 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 Lenders may assign such interest in and to this Agreement to any subsequent assignee in connection with the sale, transfer or exchange of the 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 any 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 VIII

This Agreement is hereby designated a cooperative endeavor agreement, as provided by Sections 9020 through 9037 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and a contract as herein provided with respect to CLNG's agreement to make and pay such taxes.

in advance of certain ad valorem taxes, the School Board's authorizing ad valorem tax credits in favor of CLNG, and the parties otherwise contracting in accordance with the provisions of the Local Services Act. The validity of this Agreement is subject to all federal, state and local laws.

Within fifteen (15) days after all parties have signed this Agreement and attached their corporate authorizations hereto, the School Board shall, if requested to do so by CLNG and at CLNG's expense, initiate validation proceedings as provided in the CEA Act. All parties agree to support validation of this Agreement as provided in the CEA Act. The School Board shall consult and confer with CLNG regarding preparation of the necessary pleadings, and the appeal of any judgment rendered in such proceeding, and shall obtain CLNG'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.

In the event that this Agreement is not validated pursuant to the CEA Act because of a deficiency that can be remedied by the parties, the parties shall 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 the CEA Act. 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.

ARTICLE IX

The Sheriff and Assessor do hereby covenant, stipulate and agree that they shall tender and submit and grant to the School Board the funds provided for herein to be utilized by the School Board. The School Board agrees to accept the tender from the Sheriff and Assessor as provided for herein. The School Board, Sheriff and Assessor agree to be bound by the terms of this Agreement and further agree to coordinate and cooperate to achieve the ends desired by all parties to this Agreement.

ARTICLE X

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

ARTICLE XI

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.

Each party represents and warrants to the other parties that (i) such party has the full and complete legal authority to enter into this Agreement; (ii) 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; (iii) this Agreement is binding and enforceable in accordance with the laws of the State of Louisiana; and (iv) the authorizing resolutions or other approvals of each party attached hereto are true and complete copies that have not been modified or rescinded.

ARTICLE XII

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

- To the School Board: Cameron Parish School Board, 510 Marshall Street, Cameron, LA 70631, Email: charley_lemmons@camsch.org
- To the Assessor: Cameron Parish Assessor, 110 Smith Circle, Cameron, LA 70631, Email: scott@cameronassessor.org
- To the Sheriff: Cameron Parish Sheriff and Ex-Officio Tax Collector, 124 Recreation Center Lane, Cameron, LA 70631, Email: chris@cameronso.org
- To the Police Jury: Cameron Parish Police Jury, 148 Smith Circle, Cameron, LA 70631, Email: karmentor@cameronpj.org
- To Cameron LNG: Cameron LNG, LLC, 2925 Briarpark Drive, Suite 1100, Houston, Texas 77042, Email: bwoodward@cameronlng.com

ARTICLE XIII

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.

ARTICLE XIV

The parties may amend this Agreement by written agreement to secure additional services or otherwise modify the rights, obligations, or agreements of the parties.

ARTICLE XV

The failure of CLNG to make any Quarterly Payment within thirty (30) days of receipt of the ad valorem tax notice from the Sheriff shall constitute a default under this Agreement, provided that such default may be remedied if the Quarterly Payment and any applicable interest, penalties, and fees thereon are paid within fifteen (15) days of such default.

ARTICLE XVI

This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all prior offers, contracts, agreements, representations, and understandings made to, with, or between the parties.

ARTICLE XVII

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without giving effect to its principles of conflicts of laws. The 38th Judicial District Court for the Parish of Cameron, State of Louisiana, shall have sole and exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and the parties consent to the personal jurisdiction of this Court.

The undersigned parties have read and agreed to the terms and conditions set forth in this Agreement.

THUS DONE AND PASSED in Cameron, Louisiana on the 1st day of December, 2025, in the presence of the undersigned competent witnesses, who hereto signed their names and me, Notary, after a due reading of the whole.

WITNESSES: Julie Trabon, Julie Trabon, Heather Deville, Heather Deville

CAMERON PARISH SCHOOL BOARD, By: Charles Lemmons, Title: Superintendent of Schools

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

ASSASSOR OF CAMERON PARISH, By: H. Scott Lovegrove, Title: Assessor

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

SHERIFF AND EX-OFFICIO TAX COLLECTOR OF CAMERON PARISH, By: Chris Savio, Title: Sheriff

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON PARISH POLICE JURY, By: Ronald Nunez Jr., Title: President

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON PARISH POLICE JURY, By: Ronald Nunez Jr., Title: President

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

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WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON PARISH POLICE JURY, By: Ronald Nunez Jr., Title: President

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON PARISH POLICE JURY, By: Ronald Nunez Jr., Title: President

THUS DONE AND PASSED in the Parish of Cameron, Louisiana on the 10th day of December, 2025, in the presence of the undersigned competent witnesses, who hereto signed their names and me, Notary, after a due reading of the whole.

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON LNG, LLC, By: Blair Woodward, Title: SVP Strategy & General Counsel

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON LNG, LLC, By: Blair Woodward, Title: SVP Strategy & General Counsel

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

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CAMERON LNG, LLC, By: Blair Woodward, Title: SVP Strategy & General Counsel

WITNESSES: Blakey Labove, Blakey Labove, Heather Deville, Heather Deville

CAMERON LNG, LLC, By: Blair Woodward, Title: SVP Strategy & General Counsel

CAMERON PARISH SCHOOL BOARD
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

NUMBER
38th JUDICIAL DISTRICT COURT
PARISH OF CAMERON
STATE OF LOUISIANA
Cameron
Filed Feb 13, 2026 11:46 AM
Debbie Savoie
Deputy Clerk of Court

MOTION FOR JUDGMENT
NOW INTO COURT, through undersigned counsel, comes the Cameron Parish School Board (the "Plaintiff" or the "School Board"), which respectfully represents:

1. The Plaintiff is a political subdivision of the State of Louisiana (the "State").
The Plaintiff's domicile is Cameron Parish (the "Parish"), and venue is proper in this Court pursuant to La. R.S. 13:5123.

2. The Plaintiff is authorized as a governmental unit of the State to bring this action under La. R.S. 33:9031.1 (hereafter, the "Cooperative Endeavor Agreement Validation Act"), which provides for the use of La. R.S. 13:5121, et seq. (hereafter the "Bond Validation Act") to judicially determine of the validity of (i) the Cooperative Endeavor Agreement described hereinafter; (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. R.S. 33:9031.1.

3. 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. R.S. 33:9031.1.

4. The School Board initially entered in the Cooperative Endeavor Agreement dated December 1, 2025 with the Tax Assessor of Cameron Parish, the Sheriff and Ex-Officio Tax Collector of Cameron Parish, and Cameron LNG, LLC ("CLNG"). A copy of the Cooperative Endeavor Agreement is attached hereto as Exhibit A.

5. The School Board adopted a resolution on October 13, 2025 (the "Resolution"), authorizing the President and Vice President of the School Board and the Superintendent of the Cameron Parish School District (the "District") to execute the Cooperative Endeavor Agreement. A copy of the Resolution is attached hereto as Exhibit B.

6. The School Board determined that the Cooperative Endeavor Agreement has and is reasonably expected to continue to result in immediate economic benefit to the District in the form of advanced ad valorem tax payments from CLNG.

7. The School Board now moves this Honorable Court to validate the Cooperative Endeavor Agreement and determine the validity of each of the transactions contemplated thereby.

8. The School Board 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 (the "Motion") against all defendants hereinafter stated in order to determine: (i) the legality and validity of the Cooperative Endeavor 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 School Board under the Cooperative Endeavor Agreement; and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

9. The School Board avers that the Cooperative Endeavor Agreement and that each of the transactions contemplated thereby and the obligations undertaken therein, are valid, legal, and enforceable obligations of the parties thereto.

10. The School Board has instituted this action in order to obtain an expedited determination of: (i) the legality and validity of the Cooperative Endeavor 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 School Board under the Cooperative Endeavor Agreement; and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

11. WHEREFORE, the School Board 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 Parish Pilot, a newspaper of general circulation published in the Parish, being the official journal of the School Board (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; (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 School Board 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; (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 School Board 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; (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 School Board 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 to which the School Board is entitled.

RESPECTFULLY SUBMITTED:
W. Thomas Barrett, III
Bar Roll No. 200925
District Attorney, 38th Judicial District
110 Smith Circle
Cameron, LA 70631
Telephone: (337)775-5713
Email: tom@cameronda.org

PLEASE SERVE:
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 Amended Motion for Judgment
In the manner specified in the attached Order

Cameron Parish Clerk of Court
P.O. Box 549
Cameron, LA 70631
Phone (337) 775-5318
Susan Ragca
Clerk of Court
Parish of Cameron
Cameron
Filed Feb 13, 2026 11:46 AM
Debbie Savoie
Deputy Clerk of Court

Instrument Number: 362188
Book/Index: MOB, COB
Document Type: AGREEMENT
Recording Date: 1/7/2026 12:54:40 PM
Page Count: 38 not including this page
Intake Vat: a/cording
Grantor 1: CAMERON PARISH SCHOOL BOARD, ET AL
Grantee 1: CAMERON LNG, LLC, ET AL

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

EXHIBIT A

Certified True and Correct Copy
eCertid: 00004088
Susan Ragca
Cameron Parish Clerk of Court
Generated Date: 01/07/2026 12:55 PM

Certified True and Correct Copy
CertID: 202602131004
Cameron Parish Clerk of Court
Generated Date: 2/13/2026 11:46 AM

Attention and subsequent mailing of this certified copy may violate La. R.S. 14:132, 133, and/or R.S. 14:134.

EXHIBIT A

The following resolution was offered by Board Member Christ LeBove and seconded by Board Member Vickie Kiffe

RESOLUTION

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO PROCEED WITH THE NEGOTIATION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC, EMPLOYING SPECIAL COUNSEL IN CONNECTION THEREWITH; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the Cameron Parish School Board (the "Board"), is the governing authority of the Cameron Parish School District (the "District");

WHEREAS, pursuant to La. R.S. 33:2758(A), local tax recipient bodies in Cameron Parish (the "Parish"), including the District, are authorized to collect ad valorem property taxes pursuant to a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement voluntarily entered into by a person and previously approved by resolution of the tax recipient body and the Parish governing authority;

WHEREAS, pursuant to La. R.S. 33:2758(C), in accordance with the provisions of Section 18 and Section 20 of Article VII of the Louisiana Constitution of 1974, as amended, payments of ad valorem property taxes pursuant to a previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement shall entitle the person making such payments to future ad valorem property tax credits from the Cameron Parish governing authority or other tax recipient bodies in the parish in amounts designated in such previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement;

WHEREAS, the Board is in the process of negotiating a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement (the "Agreement") between the District and Cameron LNG, LLC (the "Company") pursuant to which the Company will make one or more ad valorem property tax payments to the District in return for future ad valorem property tax credits;

WHEREAS, the Board desires to authorize the negotiation of the Agreement in accordance with the terms summarized on Exhibit A attached hereto, and to approve the execution thereof;

WHEREAS, in connection with the negotiation of the Agreement, the Board has recognized, found and determined that a real necessity exists for the employment of special counsel to the District; and

WHEREAS, Board desires to request that the Cameron Parish Police Jury, acting as the governing authority of the Parish, grant the approval required by La. R.S. 33:2758(A) in order to permit the Board to enter into the Agreement.

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Board as resolutions of the Board.

SECTION 2. The negotiation of the Agreement is hereby authorized and approved, such Agreement to be consistent with the terms generally described on Exhibit A attached hereto. The Board hereby authorizes the President and Vice President of the Board and the Superintendent of the District (each, an "Authorized Officer") to execute the final version of the Agreement in such form as may be approved by the Authorized Officer and counsel to the Board.

SECTION 3. It is recognized, found and determined that a real necessity exists for the employment of special counsel to the District in connection with the negotiation and preparation of the Agreement and accordingly, Joseph A. DeLafield, Jones Walker LLP, Lake Charles, Louisiana, is hereby employed as special counsel to the District in connection therewith. Fees for special counsel to the District shall be subject to the Louisiana Attorney General's maximum hourly fee schedule and subject to the Attorney General's written approval of said employment. The term of such employment shall end with the execution of the Agreement by the Board.

SECTION 4. The Board hereby requests that the Cameron Parish Police Jury, acting as the governing authority of the Parish, grant the approval required by La. R.S. 33:2758(A) in order to permit the District to enter into the Agreement.

SECTION 5. The Board hereby authorizes and directs the Authorized Officers to do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

Table with columns: Board Member, Yes, Nay, Absent, Abstaining. Rows include Marsha Trahan, Christ LeBove, Telesha Bertand, Robert "Mitchell" Kelley, Vickie Kiffe, Sharon Picou, Joseph Deleambro, Randall Finkle.

And the resolution was declared adopted on this 13 day of October, 2025.

Signatures of Charley Lemons, Superintendent and Telesha Bertand, President.

STATS OF LOUISIANA PARISH OF CAMERON

I, the undersigned Superintendent of the Cameron Parish School District (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Cameron Parish School Board on October 13, 2025 entitled:

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO PROCEED WITH THE NEGOTIATION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC, EMPLOYING SPECIAL COUNSEL IN CONNECTION THEREWITH; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

IN FAITH WHEREOF, witness my official signature on behalf of said Cameron Parish School District on this the 13 day of October, 2025.

Signature of Charley Lemons, Superintendent.

EXHIBIT A

SUMMARY OF TERMS OF COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT

Cameron LNG, LLC proposes the following material terms related to the proposed agreement:

- Cameron LNG, LLC will remit pre-payments of ad valorem property taxes to the School Board through the Sheriff's office under an approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement totaling \$8,000,000 US dollars and representing advance payments of ad valorem property taxes that Cameron LNG, LLC contemplates that it will owe to the School Board in future years.
Such payments will be made in eight quarterly payments of \$1,000,000 each, paid during 2026 and 2027, with the first payment due in the first quarter of 2026.
The parties intend for the advance payments received by the School Board to be used by the School Board as it deems fit.
As a result of Cameron LNG, LLC's advance payment of ad valorem property taxes, the School Board will grant Cameron LNG, LLC credits against future ad valorem property tax bills. Cameron LNG, LLC will receive ad valorem property tax credits from the Cameron Parish School Board totaling \$8,000,000.
Cameron LNG, LLC may claim receive at least \$4,000,000 in credits in or before tax year 2020, at least \$4,000,000 in credits in or before tax year 2021, and in any event all \$8,000,000 in credits applied to its property tax account(s) in or before tax year 2021.
The Cameron Parish School Board and Cameron LNG, LLC agree that the School Board may, in its sole discretion but upon proper notice, elect to "accelerate" Cameron LNG, LLC's use of the above-referenced credits to property tax years prior to 2021.
The parties agree that if Cameron LNG, LLC cannot utilize the entirety of the credits described above in a given tax year at issue, any excess credits shall be carried over to one or more later years, and be allowed by the School Board as a credit against the ad valorem property taxes levied by the School Board in such later years.
The parties agree that the agreement described herein will only become effective if all necessary corporate, governmental, regulatory, and other legal actions as may be required to allow the parties to be legally bound by the terms and conditions of a definitive agreement are satisfied.

EXHIBIT B

EXHIBIT C

ACTION BY WRITTEN CONSENT OF THE BOARD OF CAMERON LNG HOLDINGS, LLC a Delaware limited liability company

The undersigned, being representatives of the Members, representing 80% of the Voting Power of the Members, of the board of managers (the "Board") of CAMERON LNG HOLDINGS, LLC, a Delaware limited liability company (the "Company"), acting pursuant to the Delaware Limited Liability Company Act and the Company's Third Amended and Restated Limited Liability Company Agreement, dated as of July 28, 2020 (as may be amended from time to time, the "LLC Agreement"), hereby do adopt the following resolutions by written consent without a meeting of the Board effective as of this day of October, 2025. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the LLC Agreement.

APPROVAL OF COOPERATIVE ENDEAVOR AGREEMENT AND SUPPORT OF VALIDATION LAWSUIT

WHEREAS, the Board has reviewed the benefits of entering into a Cooperative Endeavor Agreement ("CEA") with the Cameron Parish School Board, an ad valorem taxing jurisdiction in Cameron Parish, Louisiana (the "Taxing Jurisdiction") for the prepayment of property taxes related to the Cameron LNG base liquefaction projects (Trains 1 through 3) and existing regasification facility ("LNG Facility").

WHEREAS, the Operator and the Taxing Jurisdiction have been negotiating the terms of a CEA, and have now reached an agreement, subject to Board approval, to prepay in 2026 and 2027 ad valorem taxes in the amount of \$8 million and receive credits to ad valorem taxes owed in 2030 and 2031 or earlier.

WHEREAS, the Board has reviewed the CEA attached hereto as Exhibit A by and between Operator and the Taxing Jurisdiction, and deems it advisable and in the best interest of the Company to approve the execution and delivery by Operator of the CEA in substantially the form attached hereto as Exhibit A, whereby the Operator will make payments to and receive credits from the Taxing Jurisdiction as set forth in the CEA.

WHEREAS, the Board deems it advisable and in the best interest of the Company for the Company to require the Operator to support the Taxing Jurisdiction or another Cameron Parish taxing authority in a filing of a public validation suit in Louisiana courts to validate the CEA, which will eliminate the risk of litigation or challenge to the CEA.

NOW, THEREFORE, BE IT RESOLVED, that the CEA in substantially the form attached hereto as Exhibit A is hereby approved, and the Treasurer and Controller of the Company is hereby authorized and instructed, for and in the name of the Company, to execute and deliver the CEA in substantially the form attached hereto as Exhibit A.

RESOLVED, FURTHER, that the Members authorize the Company to instruct Operator to support the Taxing Jurisdiction in a public validation suit in Louisiana courts that will confirm the validity and legality of the CEA, and for Operator to make all necessary filings required in support of such validation suit.

GENERAL AUTHORIZATION

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such action and execute such documents and other instruments as the officer so acting deems necessary or advisable in order to carry out and perform the purposes of the foregoing resolution and such other actions and execution of such documents and other instruments shall be deemed to be, and they hereby are, adopted and ratified.

This Action by Written Consent may be executed in more than one counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. This Action by Written Consent shall be filed with the minutes of the proceedings of the Board. The resolutions herein shall have the same force and effect as if they were adopted at a meeting at which the undersigned personally were present.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned Representatives of the Board have executed this Action by Written Consent as of the date first written above.

SEMPRA MEMBER REPRESENTATIVES:

Signature of R. Kiffe

Signature of Frank Katalak

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Naoto Tsuchiya

Signature of Hirotake Tsunooka

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Hiroyoshi Shibuya

Signature of Hiroyuki Asakawa

TOTALENERGIES MEMBER REPRESENTATIVES:

Signature of Arnaud LeNail-Chouteau

Signature of Delaram Hormozastarabady

SEMPRA MEMBER REPRESENTATIVES:

Signature of Martin Hupka

Signature of Frank Katalak

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Naoto Tsuchiya

Signature of Hirotake Tsunooka

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Hiroyoshi Shibuya

Signature of Hiroyuki Asakawa

TOTALENERGIES MEMBER REPRESENTATIVES:

Signature of Arnaud LeNail-Chouteau

Signature of Delaram Hormozastarabady

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SEMPRA MEMBER REPRESENTATIVES:

Signature of Martin Hupka

Signature of Frank Katalak

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Naoto Tsuchiya

Signature of Hirotake Tsunooka

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Hiroyoshi Shibuya

Signature of Hiroyuki Asakawa

TOTALENERGIES MEMBER REPRESENTATIVES:

Signature of Arnaud LeNail-Chouteau

Signature of Delaram Hormozastarabady

IN WITNESS WHEREOF, the undersigned Representatives of the Board have executed this Action by Written Consent as of the date first written above.

SEMPRA MEMBER REPRESENTATIVES:

Signature of Martin Hupka

Signature of Frank Katalak

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Naoto Tsuchiya

Signature of Hirotake Tsunooka

MITSUBISHI MEMBER REPRESENTATIVES:

Signature of Hiroyoshi Shibuya

Signature of Hiroyuki Asakawa

TOTALENERGIES MEMBER REPRESENTATIVES:

Signature of Arnaud LeNail-Chouteau

Signature of Delaram Hormozastarabady

DocuSign Envelope ID: 205833A8-202F-4029-87CE-F94C39050478

EXHIBIT A



EXHIBIT D

FORM OF AD VALOREM TAX NOTICE

[March 1, June 1, September 1, December 1, 2026/2027]

Via Electronic Mail and Certified Mail

To: Camron LNG, LLC

Tax Account(s): Assessment No(s). Parcel No(s). Cameron Parish School Board Prepayment Agreement Quarterly Payment: [March 30, June 30, September 30, December 30, 2026/2027]

Ladies and Gentlemen:

Pursuant to the Cooperative Endeavor Agreement and Payment in Lieu of Taxes Agreement dated October 13, 2025 (the "Agreement"), a Quarterly Payment in the amount of One Million Dollars and No Cents (\$1,000,000.00) is due and payable by [March 30, June 30, September 30, December 30, 2026/2027]. Failure to pay by such date subjects CLNG to all ordinary interest, fees and penalties that would apply to any other delinquent ad valorem tax liability as provided by applicable law of the State of Louisiana.

The Quarterly Payment will be credited to your assessment account(s) listed above and distributed to the Cameron Parish School Board in accordance with the terms of the Agreement.

WIRE INSTRUCTIONS: INDICATE IF UPDATED/CHANGED

Please reference the assessment account(s) and Quarterly Payment above on your payment and provide a copy of same to Scott Lavigne, the Assessor of Cameron Parish.

Respectfully,

Chris Savoie, Sheriff and Ex-Officio Tax Collector

Cc: Ms. Sharon Picou, President, Cameron Parish School Board; Mr. Charley Lemons, Superintendent, Cameron Parish School Board; Charley Lemons, Assessor, Cameron Parish; Ronald Nunez, President, Cameron Parish Police Jury; Susan Racca, Cameron Parish Clerk of Court; Generated Date: 01/07/2028 12:55 PM

EXHIBIT E

FORM OF AD VALOREM TAX CREDIT CLAIM FORM

CAMERON PARISH POLICE JURY, STATE OF LOUISIANA

The following resolution was offered by _____ and seconded by _____

Signature of Magnus McFee

RESOLUTION

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the Cameron Parish Police Jury (the "Police Jury") is the governing authority of the Parish of Cameron, State of Louisiana (the "Parish");

WHEREAS, the Cameron Parish School Board (the "Board") is the governing authority of the Cameron Parish School District (the "District");

WHEREAS, pursuant to La. R.S. 33:2758(A), local tax recipient bodies in the Parish, including the District, are authorized to collect ad valorem property taxes pursuant to a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement voluntarily entered into by a person and previously approved by resolution of the tax recipient body and the Parish governing authority;

WHEREAS, pursuant to La. R.S. 33:2758(C), in accordance with the provisions of Section 18 and Section 20 of Article VII of the Louisiana Constitution of 1974, as amended, payments of ad valorem property taxes pursuant to a previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement shall entitle the person making such payments to future ad valorem property tax credits from the Cameron Parish governing authority or other tax recipient bodies in the parish in amounts designated in such previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement;

WHEREAS, the Board is in the process of negotiating a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement (the "Agreement") between the Board and Cameron LNG, LLC (the "Company") pursuant to which the Company will make one or more ad valorem property tax payments to the Board in return for future ad valorem property tax credits;

WHEREAS, the Board adopted a resolution on October 13, 2025, requesting that the Police Jury adopt this resolution for purposes of the approval required by La. R.S. 33:2758(A) for the Board to enter into the Agreement, which resolution is attached hereto as Exhibit A; and

WHEREAS, Police Jury desires to grant the approval required by La. R.S. 33:2758(A) to permit the Board to enter into the Agreement.

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

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Police Jury as resolutions of the Police Jury.

SECTION 2. For purposes of La. R.S. 33:2758(A), the Police Jury approves the execution by the Board of the Agreement between the Board and the Company.

SECTION 3. The Police Jury hereby authorizes and directs the President and Vice President of the Police Jury to do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

Table with columns: Board Member, Yes, Nay, Absent, Abstaining. Rows include Ronald Nunez, Michael Powell, Magnus McFee, Mark Daigle, Sam Bordelon, John Watson, Wendall Wilkerson.

STATS OF LOUISIANA

PARISH OF CAMERON

I, the undersigned President of the Cameron Parish Police Jury (the "Police Jury"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Police Jury on November 3, 2025 entitled:

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

IN FAITH WHEREOF, witness my official signature on behalf of said Cameron Parish Police Jury on this the 03 day of November, 2025.

Signature of Ronald Nunez, President

EXHIBIT A

APPROVAL RESOLUTION OF SCHOOL BOARD

CAMERON PARISH SCHOOL BOARD, STATE OF LOUISIANA

The following resolution was offered by Board Member Christ LeBove and seconded by Board Member Vickie Kiffe

RESOLUTION

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO PROCEED WITH THE NEGOTIATION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC; EMPLOYING SPECIAL COUNSEL IN CONNECTION THEREWITH; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the Cameron Parish School Board (the "Board"), is the governing authority of the Cameron Parish School District (the "District");

WHEREAS, pursuant to La. R.S. 33:2758(A), local tax recipient bodies in Cameron Parish (the "Parish"), including the District, are authorized to collect ad valorem property taxes pursuant to a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement voluntarily entered into by a person and previously approved by resolution of the tax recipient body and the Parish governing authority;

WHEREAS, pursuant to La. R.S. 33:2758(C), in accordance with the provisions of Section 18 and Section 20 of Article VII of the Louisiana Constitution of 1974, as amended, payments of ad valorem property taxes pursuant to a previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement shall entitle the person making such payments to future ad valorem property tax credits from the Cameron Parish governing authority or other tax recipient bodies in the parish in amounts designated in such previously approved Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement;

WHEREAS, the Board is in the process of negotiating a Cooperative Endeavor Agreement and Payment in Lieu of Tax Agreement (the "Agreement") between the District and Cameron LNG, LLC (the "Company") pursuant to which the Company will make one or more ad valorem property tax payments to the District in return for future ad valorem property tax credits;

WHEREAS, the Board desires to authorize the negotiation of the Agreement in accordance with the terms summarized on Exhibit A attached hereto, and to approve the execution thereof;

WHEREAS, in connection with the negotiation of the Agreement, the Board has recognized, found and determined that a real necessity exists for the employment of special counsel to the District; and

WHEREAS, Board desires to request that the Cameron Parish Police Jury, acting as the governing authority of the Parish, grant the approval required by La. R.S. 33:2758(A) in order to permit the Board to enter into the Agreement.

SECTION 1. The facts recited in the preamble to this resolution are found to be true and correct and are specifically and affirmatively adopted by the Board as resolutions of the Board.

SECTION 2. The negotiation of the Agreement is hereby authorized and approved, such Agreement to be consistent with the terms generally described on Exhibit A attached hereto. The Board hereby authorizes the President and Vice President of the Board and the Superintendent of the District (each, an "Authorized Officer") to execute the final version of the Agreement in such form as may be approved by the Authorized Officer and counsel to the Board.

SECTION 3. It is recognized, found and determined that a real necessity exists for the employment of special counsel to the District in connection with the negotiation and preparation of the Agreement and accordingly, Joseph A. DeLafield, Jones Walker LLP, Lake Charles, Louisiana, is hereby employed as special counsel to the District in connection therewith. Fees for special counsel to the District shall be subject to the Louisiana Attorney General's maximum hourly fee schedule and subject to the Attorney General's written approval of said employment. The term of such employment shall end with the execution of the Agreement by the Board.

SECTION 4. The Board hereby requests that the Cameron Parish Police Jury, acting as the governing authority of the Parish, grant the approval required by La. R.S. 33:2758(A) in order to permit the District to enter into the Agreement.

SECTION 5. The Board hereby authorizes and directs the Authorized Officers to do any and all things necessary and incidental to carry out the provisions of this Resolution.

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

Table with columns: Board Member, Yes, Nay, Absent, Abstaining. Rows include Marsha Trahan, Christ LeBove, Telesha Bertand, Robert "Mitchell" Kelley, Vickie Kiffe, Sharon Picou, Joseph Deleambro, Randall Finkle.

And the resolution was declared adopted on this 13 day of October, 2025.

Signatures of Charley Lemons, Superintendent and Telesha Bertand, President.

STATS OF LOUISIANA PARISH OF CAMERON

I, the undersigned Superintendent of the Cameron Parish School District (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Cameron Parish School Board on October 13, 2025 entitled:

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO PROCEED WITH THE NEGOTIATION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC, EMPLOYING SPECIAL COUNSEL IN CONNECTION THEREWITH; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

IN FAITH WHEREOF, witness my official signature on behalf of said Cameron Parish School District on this the 13 day of October, 2025.

Signature of Charley Lemons, Superintendent.

STATS OF LOUISIANA PARISH OF CAMERON

I, the undersigned Superintendent of the Cameron Parish School District (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Cameron Parish School Board on October 13, 2025 entitled:

A RESOLUTION AUTHORIZING THE CAMERON PARISH SCHOOL BOARD TO PROCEED WITH THE NEGOTIATION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND PAYMENT IN LIEU OF TAX AGREEMENT WITH CAMERON LNG, LLC, EMPLOYING SPECIAL COUNSEL IN CONNECTION THEREWITH; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

IN FAITH WHEREOF, witness my official signature on behalf of said Cameron Parish School District on this the 13 day of October, 2025.

Signature of Charley Lemons, Superintendent.

CAMERON PARISH SCHOOL BOARD NUMBER _____

VERSUS 38th JUDICIAL DISTRICT COURT

ALL TAXPAYERS, PROPERTY OWNERS, 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

Filed Feb 13, 2028 11:46 AM A

Debbie Savoie Deputy Clerk of Court

MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT

The Cameron Parish School Board (the "School Board" or "Plaintiff") filed suit on the 13 day of February 2026 in accordance with the Cooperative Endeavor Agreement Validation Act, La. R.S. 33:9031.1, and the Bond Validation Act, La. R.S. 13: 5121, et seq., to judicially determine: (i) the legality and validity of the Cooperative Endeavor Agreement (the "Cooperative Endeavor Agreement") by and among the School Board, the Assessor of Cameron Parish, the Sheriff and Ex-Officio Tax Collector of Cameron Parish, and Cameron LNG, LLC a Delaware limited liability company authorized to do and doing business in the State of Louisiana ("CLNG");

(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 School Board under the Cooperative Endeavor Agreement; and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

Development Law"), La. Const. Art. VII, § 14(C), and La. R.S. 33:1321, et seq. (the "Local Services Law"), together with other relevant constitutional and statutory authority (collectively, the "Act"). The School Board entered into the Cooperative Endeavor Agreement in order to receive immediate and economic benefits in the form of advanced payment of *ad valorem* taxes from CLNG.

APPLICATION OF THE BOND VALIDATION ACT

The School Board is authorized to file this Motion for Judgment under the Cooperative Endeavor Agreement Validation Act, which provides for the use of the Bond Validation Act to judicially determine (i) the legality and validity of the Cooperative Endeavor 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 each of the amendments to the Cooperative Endeavor Agreement; (v) the legality and validity of the obligations undertaken by the School Board under the Cooperative Endeavor Agreement; and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding. 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. R.S. 33:9031.1.

Made defendants in the Motion for Judgment, as required by the Cooperative Endeavor Agreement Validation Act, are all taxpayers, property owners and citizens of Cameron Parish and nonresidents 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.

In *Denham Springs Economic Development District v. All Taxpayers*, No. 2005-C-2274 (La. 10/17/06), 945 So. 2d 665, 685, the Louisiana Supreme Court noted that "[i]n recognition of the unique nature of municipal bonds and the importance of [e]nsuring their marketability, Louisiana constitutional and statutory provisions provide an exclusive method to expedite all proceedings involving the validity of bonds and the security therefor" through the Bond Validation Act. Because the School Board may seek bond financing related to the advanced *ad valorem* tax payments, the School Board has instituted this proceeding to ensure the validity of the transactions contemplated the Cooperative Endeavor Agreement and the obligations undertaken by the School Board thereunder, consistent with the stated purpose of both the Cooperative Endeavor Agreement Validation Act and the Bond Validation Act.

AUTHORIZATION FOR THE COOPERATIVE ENDEAVOR AGREEMENT

La. Const. art. VII, § 14(C) authorizes public bodies to enter into cooperative endeavor agreements with other public bodies and private entities as follows: "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavor agreements with each other, with the United States or its agencies, or with any public or private association, corporation, or individual." Additionally, the Cooperative Economic Development Law provides that the School Board may enter into "a cooperative endeavor for a public purpose with a federal, state, or local governmental agency or with a private or public firm, partnership, corporation, or other entity." La. R.S. 33:9038.35.

The School Board has determined that the advanced payment of *ad valorem* taxes related to the operation of CLNG's LNG Export Project in Cameron Parish will result in significant immediate economic benefits to the Cameron Parish School District. Thus, La. Const. Art. VII, § 14(C) and the Cooperative Economic Development Law authorize the School Board to enter into the Cooperative Endeavor Agreement.

CONCLUSION

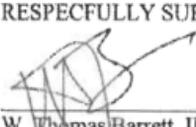
La. Const. Art. VII, § 14(C) and the Cooperative Economic Development Law authorize the School Board to enter into the Cooperative Endeavor Agreement and to perform the transactions contemplated therein for a public purpose. This Cooperative Endeavor Agreement furthers the purposes of the Act.

For all the foregoing reasons, the Plaintiff urges the Court to grant its Motion for Judgment in these proceedings and to enter a judgment herein establishing and declaring: (i) the legality and validity of the Cooperative Endeavor 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 School Board under

the Cooperative Endeavor Agreement; and (vi) any other matters or objections adjudicated or that might have been called into question in this proceeding.

Plaintiff further prays for all other equitable relief warranted in the premises.

RESPECTFULLY SUBMITTED:


W. Thomas Barrett, III
Bar Roll No. 20095
District Attorney, 38th Judicial District
110 Smith Circle
Cameron, LA 70631
Telephone: (337)775-5713
Email: tom@cameronda.org

CAMERON PARISH SCHOOL BOARD
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

NUMBER _____
38TH JUDICIAL DISTRICT COURT
PARISH OF CAMERON
STATE OF LOUISIANA
Cameron C-1021335
Filed Feb 13, 2026 11:46 AM A
Debbie Savoie
Deputy Clerk of Court

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 School Board (the "Plaintiff" or the "School Board"), 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 (the "Cooperative Endeavor Agreement") by and the School Board and Cameron LNG, LLC 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 School Board 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:

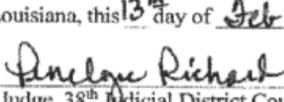
IT IS HEREBY ORDERED THAT the Plaintiff is hereby directed to publish the Motion filed in these proceedings, together with a notice of the time and place scheduled for hearing this matter, on the 19th day of Feb, 2026 and on the 20th day of Feb, 2026, in the *Cameron Parish Pilot*, a newspaper published in the Parish, being the official journal of the Cameron Parish School Board, as provided by La. R.S. 13:5121, et seq.

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 School Board 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 10th day of March, 2026 ^{at 10:00 am} in the 38th 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; (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 School Board 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 School Board 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 having been duly served, and this Court shall have jurisdiction over them the same as if each one 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 13th day of Feb, 2026


Judge, 38th Judicial District Court





Certified True and Correct Copy
CertID: 2026021303006

Cameron Parish
Deputy Clerk of Court

Generated Date:
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