

CERTIFIED SITE MEMORANDUM OF AGREEMENT

EXHIBIT
A

This Memorandum of Agreement ("MOA") is entered into by and between:

1. GROW NELA
2. CITY OF WEST MONROE/ PROPERTY OWNER (identified on the signature block below)

in connection with a joint project to pursue the Certification by the Louisiana Department of Economic Development ("LED") of the subject property ("SUBJECT PROPERTY"). SUBJECT PROPERTY consists of a total of approximately 50 acres (Exhibit "A"), more or less, in West Monroe, Ouachita Parish, Louisiana, and is referred to as the West Monroe Industrial 50 Site.

Minimum Criteria for Entry into the Louisiana Industrial Sites Certified Site Program requires at least 25 contiguous, buildable acres free of impediments to development such as but not limited to existing structures not appropriate for future commerce, soil contaminants, wetlands, flood plain, and/or protected species. Exact and final certification site boundary is subject to final determination by an ALTA survey and/or the results of certification due diligence and engineering studies required.

GROW NELA and LED have identified that a strong portfolio of development-ready sites is a critical component of the region's and State's overall economic development resource inventory. GROW NELA has created a partnership program with property owners to pursue and secure certification of development-ready sites through the LED Certified Site Program ("Program"), to identify, secure and market development-ready sites.

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that GROW NELA, and LED intend to pursue Certification of the SUBJECT PROPERTY through LED's Program, with a goal of marketing the SUBJECT PROPERTY to prospective buyers ("Prospective Buyers"), who may be interested in purchasing and developing the site(s), thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) that will benefit the region.

During the term of this MOA, PROPERTY OWNER retains the right to market the SUBJECT PROPERTY, at a price-per-acre specified by PROPERTY OWNER, to other potential buyers independent of GROW NELA and LED.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to Prospective Buyers represented by Grow NELA, who may be interested in developing the site and that PROPERTY OWNER hereby agrees that the sale price for the SUBJECT PROPERTY is \$ 140,000 per acre for a period of two (2) years following the final certification of the site.

PROPERTY OWNER further agrees to enter good-faith negotiations with Prospective Buyers represented by LED and EDO, based on this sale price, with further terms, conditions and provisions to be stipulated in a PURCHASE AND SALE AGREEMENT, documented and agreed to between the Prospective Buyers and PROPERTY OWNER.

PROPERTY OWNER agrees to entertain purchase offers in good faith and diligently pursue negotiations with Prospective Buyers to facilitate the sale of the SUBJECT PROPERTY and shall not unreasonably reject offers.

PROPERTY OWNER represents, and the Grow Nela and LED acknowledge, that the SUBJECT PROPERTY is not intended for sale or development for retail or residential use. The Program is intended only for uses compatible with economic development goals, namely industrial, office, warehouse/distribution, manufacturing, or other similar uses that promote economic development activities (i.e., specifically not retail or residential use).

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Throughout the period provided for herein, GROW NELA, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct due diligence ("Due Diligence").

Said Due Diligence shall be conducted at such times and such places and in such manner as to not unduly disrupt or interfere with PROPERTY OWNER'S business or operations. Due Diligence shall include, without limitation by enumeration, engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies; site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations.

Proposals for eligible Due Diligence, including scope of work and cost estimates, are subject to preapproval by LED and GROW NELA. LED and the GROW NELA's Rep conducting of Due Diligence on the SUBJECT PROPERTY shall be conditioned on LED's preapproval of the Due Diligence proposal. Copies of service agreements, invoices, evidence of payment, and final work product will be available to PROPERTY OWNER, GROW NELA, and LED at the completion of the project.

All parties to this MOA acknowledge that, prior to any work being undertaken, GROW NELA, LED, and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. GROW NELA and LED must approve the SUBJECT PROPERTY prior to any work being undertaken. The GROW NELA and LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any permitted work being undertaken. In support of LED's business plan for economic development in the State of Louisiana, LED agrees to pay up to and not to exceed 75% of these costs in connection with the certification of the SUBJECT PROERTY with the amount paid by LED not to exceed the sum of \$1,000.00 per acre for non-public sites, unless a higher amount is specifically approved by LED. PROPERTY OWNER will be responsible for the rest of the funds needed to pay the remaining certification costs outside of LED's contribution.

The overall certification budget for the SUBJECT PROPERTY is calculated based on the preliminary acreage aforementioned in the MOA, and latest Industrial Site Certification Cost Summary, Rev 1 – January 2025. PROPERTY OWNER, LED, and EDO acknowledge the outcome of the certification engineering studies and due diligence reports could reduce the final certification acreage for the SUBJECT PROPERTY in accordance with the Minimum Criteria for Entry into the Louisiana Certified Sites Program. CITY OF WEST MONROE acknowledges the LED \$1,000 per acre cost share limit and agrees to pay any additional cost outside of the overall certification budget cost sharing breakdown should the SUBJECT PROPERTY final certification acreage be altered.

City of West Monroe has agreed to share the 16.67% share of the costs of pursuing LED Site Certification, and Entergy the remaining 8.33% based on the following percentages.

City of West Monroe: _____16.67%

Entergy% _____8.33%

It is agreed that PROPERTY OWNER shall not be obligated to expend any of the cost of this certification.

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Site Certification Cost Summary							
Records Review	Title Abstract	Wetlands Delineation	Phase I ESA	Geotechnical	Cultural Resources	Engineering	Total Cost
TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$59,375
				Total Cost		\$59,375	
				LED (75%) Cost Share		\$44,531	
				City of West Monroe (%) Cost Share		\$9,895.33	
				Entergy Cost Share		\$4,947.67	

The Phase I ESA will be conducted first to impart the site certification boundary and budget, before authorizing the remaining 3rd party due diligence.

Final certification budget will be developed after execution of the MOA through issuance of Request for Proposals to qualified engineering, geotechnical, cultural, environmental and consulting firms. Final certification budget will be reviewed with NELA and PROPERTY OWNER prior to NOTICE TO PROCEED being issued. NOTICE TO PROCEED is subject to LED approval of Final certification budget. To understand anticipated budget ranges and total certification estimates, PROPERTY OWNER and NELA can be provided with a Historical Site Certification Cost Summary Worksheet (Industrial Site Certification Cost Summary, Rev 1 – January 2025).

In the event that PROPERTY OWNER does not entertain purchase offers and does not actively pursue negotiations in good faith for two years from the date of certification, GROW NELA shall be entitled to recover from PROPERTY OWNER all contributions made by GROW NELA towards site certification of the SUBJECT PROPERTY pursuant to the Program.

GROW NELA and LED expressly waive any guaranties or warranties that the SUBJECT PROPERTY will be sold pursuant to this MOA or the Due Diligence, and PROPERTY OWNER expressly acknowledges the intent of the Program is to market the SUBJECT PROPERTY for Prospective Buyers, but no guaranties or warranties exists for the sale of the SUBJECT PROPERTY.

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Agreed upon and accepted on the dates stated below and it is further agreed the effective date of this MOA shall be the date it is signed by the last party to execute this MOA.

Dated: 5 Day of Aug, 2025

GROW NELA (GROW NELA)

By: _____

ROB CLEVELAND
Print Name

Dated: 18th Day of November, 2025

(Property Owner)

By: _____

Print Name

Dated: _____ Day of November, 2025

(Entergy)

By: _____

Print Name

CERTIFIED SITE MEMORANDUM OF AGREEMENT

Exhibit “A”

