MEETING NOTICE

TO: Board of Commissioners, Public, Press and Media

FROM: Oday Lavergne, Chair, EEIDD

SUBJECT: EEIDD Regular Session

The England Economic and Industrial Development District's Regular Session is scheduled to be held **Thursday, November 19, 2026, at 4:00 p.m.** in the EEIDD Board Room, 1611 Arnold Drive, Alexandria, LA 71303.

The EEIDD Board Meetings are available via Livestream on England Airpark's website. Visit www.EnglandAirpark.org/england-authority/. When the EEIDD web page opens, scroll down the landing page and the Livestream will be available in the Board Meetings section.

England Economic & Industrial Development District
1611 Arnold Drive | Alexandria, LA 71303
OFFICE: 318-449-3504 FAX: 318-449-3506
www.englandairpark.org | www.flyaex.org

THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
BOARD OF COMMISSIONERS

Oday Lavergne, Chair	*Myron Lawson, Jr.*
Jamar Gailes, Vice-Chair	*Joe McPherson*
Steve Mansour, Secretary/Treasurer	*Patrick O'Quin*
Trey Crump	*Charlie Weems*
Joshua Dara, Sr.	*Zeb Winstead, Past Chair*

REGULAR MEETING
November 19, 2026
EEIDD Board Room
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Public comments regarding an agenda item, upon which a vote is to be taken, are allowed at board and committee meetings. Individuals should, when possible, comment on proposals during Committee hearings when an agenda item is considered. The Chair will allow public comment on an agenda item prior to a vote. Comments shall be limited to 3 minutes per person and shall be Germane to the issue under consideration. Proponents and opponents should fill out a comment card and file it with the Executive Director prior to the meeting. Cards will then be handed to the Chair for use during the appropriate comment period.

A. Call to Order
B. Invocation
C. Pledge of Allegiance
D. Roll Call
E. Active Items

1. Motion to approve the minutes of October 22, 2026, Regular Board meeting.

2. Motion to approve the minutes of November 9, 2026, Special Board meeting.

3. Motion to authorize the Executive Director to execute a lease agreement with UCORE North America for building #1408 located at 2022 Frank Andrews Blvd. (Term Sheet will go out with Final Agenda.)

4. Motion to authorize the Executive Director to execute lease agreement between EEIDD and UCORE North America, LLC for building 1213 located at 1808 Kegleman Drive. (Term Sheet will go out with Final Agenda.)

5. Motion to authorize the Executive Director to execute Amendment No. 1 to Ground Lease with UCORE North America, LLC for 7.205 ± acre tract located between Kegleman Blvd and Frank Andrews Blvd, and between Vandenburg Dr. and Chappie James Ave. (Term Sheet will go out with Final Agenda.)

6. Motion to approve resolution giving preliminary approval to the issuance of not exceeding Four Million Dollars $4,000,000.00 of Lease Revenue Bonds, in one or more series, to finance certain solid waste disposal facilities; and providing for other matters in connection therewith for the Robinson Biochar Project.

7. Motion to authorize the Executive Director to execute a ground lease agreement between EEIDD and Prime Mover, LLC; a Louisiana LLC affiliated with Robinson Lumber Company, Inc.

8. Motion to adopt resolution authorizing the Executive Director to execute Sponsor/State Agreement No. H.0116880 between the Louisiana Department of Transportation and Development and the EEIDD for the South Ramp Expansion & Taxiway Realignment in the amount of $1,600,000.00 (One Million Six Hundred Thousand Dollars and Zero Cents).

9. Motion to authorize Executive Director to execute lease agreement between EEIDD and Tailwind MC, LLC for operation of concessions at the AEX Terminal.

10. Motion to adopt resolution authorizing the execution of a PILOT Lease Agreement and Agreement to Issue Bonds Between the England Economic and Industrial Development District and APLD AEX-01 LLC, in furtherance of the construction, equipping, and operation of data center infrastructure, including buildings, scalable power architecture, and high-density cooling configurations, as described herein; and otherwise providing with respect thereto.

ADDITIONS TO AGENDA
(By unanimous vote)

F. Comments by Legal Counsel
G. Comments or Questions by Commissioners
H. Comments by Executive Director
I. Staff Reports – 1) Financial
2) Planning and Development
3) Economic Development
4) Air Traffic / Service
J. Adjourn

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THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
BOARD OF COMMISSIONERS SPECIAL BOARD MEETING
OCTOBER 22, 2026

The England Economic and Industrial Development District met in Regular Session in the EEIDD Board Room, 1611 Arnold Drive, Alexandria, Louisiana, on **Thursday, October 22, 2026.**

Mr. Oday Lavergne, Chair of the EEIDD, called the meeting to order at 4:04 p.m.

The England Economic and Industrial Development District was duly convened as the governing authority of said District by Mr. Oday Lavergne, Chair, who stated that the England Economic and Industrial Development District was ready for the transaction of business.

Present: Chair, Mr. Oday Lavergne, Vice-Chair, Mr. Jamar Gailes, Secretary/Treasurer, Mr. Steven Mansour (late arrival), Mr. Trey Crump, Mr. Joshua Dara, Sr., Mr. Myron Lawson, Jr., Mr. Joe McPherson, Mr. Patrick O'Quin and Mr. Zeb Winstead.

Absent: Mr. Charlie Weems

MOTION TO AMEND ITEM NO. 7 TO IDENTIFY THE LOW BIDDER (TUDOR, INC.) AND THE AMOUNT ($3,391,250.00).
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** to amend Item No. 7 to identify the low bidder (Tudor, Inc.) and the amount ($3,391,250.00).

MOTION TO REMOVE ITEM NO. 10 FROM THE AGENDA AND HAVE A SPECIAL BOARD MEETING ON MONDAY, NOVEMBER 9, 2026, AT 9 A.M. FOR INTRODUCTION AND DISCUSSION OF CEA.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** to remove Item no. 10 from the agenda and have a Special Board Meeting on Monday, November 9, 2026, at 9 A.M. for introduction and discussion of CEA. On vote, motion carried.

MOTION TO APPROVE THE MINUTES OF SEPTEMBER 24, 2026, REGULAR BOARD MEETING.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Myron Lawson, Jr.**, to approve the minutes of September 24, 2026, Regular Board Meeting. On vote, motion carried.

MOTION TO APPROVE RESOLUTION CONSENTING TO THE AMENDMENT OF CERTAIN RESTRICTIVE COVENANTS AFFECTING COLONIAL ESTATES AND COLONIAL ESTATES EXTENDED SUBDIVISION, INSTRUMENT NO. 546839, BOOK 711, PAGE 462 OF THE RECORDS OF RAPIDES PARISH, LOUISIANA, TO REMOVE RESIDENTIAL USE ONLY RESTRICTIONS, AUTHORIZING EXECUTION AND RECORDATION OF DOCUMENTS EVIDENCING SUCH CONSENT AND TO TAKE ANY AND ALL OTHER ACTS REASONABLY NECESSARY OR APPROPRIATE THERETO; AND OTHERWISE PROVIDING WITH RESPECT THERETO.
Motion by Mr. Zeb Winstead, Second by Mr. Jamar Gailes to approve Resolution consenting to the amendment of certain restrictive covenants affecting Colonial Estates and Colonial Estates Extended Subdivision, Instrument No. 546839, Book 711, page 462 of the Records of Rapides Parish, Louisiana, to remove residential use only restrictions, authorizing execution and recordation of documents evidencing such consent and to take any and all other acts reasonably necessary or appropriate thereto; and otherwise providing with respect thereto. On vote, motion carried. (Two abstentions: Mr. Joe McPherson, Mr. Myron Lawson, Jr.)

MOTION TO ADOPT RESOLUTION REQUESTING LADOTD, DIVISION OF AVIATION, TO PROVIDE ASSISTANCE FOR CONSTRUCTION OF VARIOUS AIRPORT RELATED PROJECTS AT ALEXANDRIA INTERNATIONAL AIRPORT.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** to adopt resolution requesting LADOTD, Division of Aviation, to provide assistance for construction of various airport related projects at Alexandria International Airport. On vote, motion carried.

MOTION TO AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE A LEASE AGREEMENT BETWEEN EEIDD AND MMR CONSTRUCTOR, INC. FOR BUILDING #1707 LOCATED AT 1622 J.B. HUNT DRIVE.
Motion by **Mr. Steven Mansour**, Second by **Mr. Jamar Gailes** to authorize Executive Director to execute a lease agreement between EEIDD and MMR Constructor, Inc. for building #1707 located at 1622 J.B. Hunt Drive. On vote, motion carried.

MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN EEIDD AND PRIME MOVER, LLC; A LOUISIANA LLC AFFILIATED WITH ROBINSON CARBON.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** to authorize the Executive Director to execute a ground lease agreement between EEIDD and Prime Mover, LLC; a Louisiana LLC affiliated with Robinson Carbon. On vote, motion carried.

MOTION TO APPROVE RESOLUTION DECLARING THE OFFICIAL INTENT OF ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT TO ISSUE NOT EXCEEDING FIFTY-TWO MILLION DOLLARS ($52,000,000) OF SOLID WASTE DISPOSAL REVENUE BONDS (BIOCHAR FACILITIES PROJECT), IN ONE OR MORE ISSUES OR SERIES, TO FINANCE CERTAIN SOLID WASTE DISPOSAL FACILITIES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH FOR THE ROBINSON BIOCHAR PROJECT.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** to approve resolution declaring the official intent of England Economic and Industrial Development District to issue not exceeding Fifty-Two Million Dollars ($52,000,000) of Solid Waste Disposal Revenue Bonds (Biochar Facilities Project), in one or more issues or series, to finance certain solid waste disposal facilities; and providing for other matters in connection therewith for the Robinson Biochar Project. On vote, motion carried. (One abstention: Mr. Joshua Dara)

MOTION AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT WITH TUDOR, INC. IN THE AMOUNT OF $3,391,250.00 (THREE MILLION, THREE HUNDRED NINETY-ONE THOUSAND, TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS) FOR THE RED RIVER BIOCHAR (PRIME MOVER, LLC SITE) SITE IMPROVEMENTS.
Motion by **Mr. Zeb Winstead**, Second by **Mr. Jamar Gailes** authorizing Executive Director to execute contract with Tudor, Inc. in the amount of $3,391,250.00 (Three Million, Three Hundred Ninety-One Thousand, Two Hundred Fifty Dollars and Zero Cents) for the Red River Biochar (Prime Mover, LLC Site) Site Improvements.

MOTION TO ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF A PILOT LEASE AGREEMENT AND AGREEMENT TO ISSUE BONDS BETWEEN THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT AND COCA-COLA BOTTLING COMPANY UNITED-GULF COAST, LLC, IN FURTHERANCE OF THE CONSTRUCTION AND EQUIPPING OF A DISTRIBUTION AND WAREHOUSE FACILITY AND IMPROVEMENT AND EQUIPPING OF AN EXISTING BUILDING IN RAPIDES PARISH, LOUISIANA, AS DESCRIBED HEREIN; AND OTHERWISE PROVIDING WITH RESPECT THERETO.
Motion with friendly amendments by **Mr. Zeb Winstead**, Second by **Mr. Steven Mansour** to adopt resolution authorizing the execution of a PILOT Lease Agreement and Agreement to Issue Bonds Between the England Economic and Industrial Development District and Coca-Cola Bottling Company United-Gulf Coast, LLC, in

furtherance of the construction and equipping of a distribution and warehouse facility and improvement and equipping of an existing building in Rapides Parish, Louisiana, as described herein; and otherwise providing with respect thereto. On vote, motion carried. (One abstention: Mr. Patrick O'Quin)

MOTION TO ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CENTRAL LOUISIANA ECONOMIC DEVELOPMENT ALLIANCE AND ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT TO PROVIDE FOR THE PROFESSIONAL MARKETING OF THE REGION AND THE IMPLEMENTATION, STRUCTURING, DOCUMENTATION, AND LONG-TERM ADMINISTRATION OF ECONOMIC DEVELOPMENT PROGRAMS AND INCENTIVES, INCLUDING PAYMENT IN LIEU OF TAXES AND PERFORMANCE-BASED GRANTS; TO PROVIDE FOR OTHER RELATED ECONOMIC DEVELOPMENT SERVICES AS DESCRIBED HEREIN; AND OTHERWISE PROVIDING WITH RESPECT THERETO.
Motion with friendly amendments by **Mr. Zeb Winstead**, Second by **Mr. Steven Mansour** to adopt resolution authorizing the execution of a Cooperative Endeavor Agreement between the Central Louisiana Economic Development Alliance and England Economic and Industrial Development District to provide for the professional marketing of the region and the implementation, structuring, documentation, and long-term administration of economic development programs and incentives, including Payment in Lieu of Taxes and Performance-Based Grants; to provide for other related economic development services as described herein; and otherwise providing with respect thereto. No vote taken.

Motion by **Mr. Zeb Winstead**, Second by **Mr. Joe McPherson** to table previous item until the next regular board meeting. On vote, motion carried.

Legal Counsel: new attorney in office, Catherine Cooper. Approval from ICE to disseminate a redacted version of the IGSA. Should be forthcoming in the next couple of days. Reminder to complete mandatory sexual harassment and ethics training by the end of the year. Forward your certificates to Cathy.

Executive Director: Senator Kennedy luncheon on Wednesday. October 28 from 11:30 A.M. to 1 P.M. at the Randolph Riverfront Center. Recognition of David Broussard for completing the Louisiana Economic Alliance for Development, Leader Master Practitioner Program, as well as recognition in the Southeastern Economic Development Association Hall of Fame, along with Chris Massengil.

Financials: Quarter of the way through and are right on target. Expenses are 7% below. Previous TSA reimbursement that was cut off at the beginning of 2024 has been reinstated. This is for the law enforcement offices that work in the terminal. Lastly, the auditors have completed their fieldwork. Now we are waiting on the compliance supplement to be released before they can finalize their report.

Planning and Development: Scott is out of town. Reports are posted online. We're looking at having a capital improvement committee meeting sometime between now and the December board meeting, where we're going to look at some of these additional revenues.

Economic Development: Had some interests in the former Parc England Hotel from an out of state developer. On schedule for two calls per week with the developer and expect an LOI fairly quickly. Residential Report: England Oaks is at 100% occupancy. England Estates is at 91% occupancy. England Village is at 80% occupancy. Overall, we're at 95% occupancy.

Air Traffic/Service: From August to September, we had about a one and a half percent increase in total commercial passengers. 28% increase over last September. Haven't received July's T-100 load factor data, but

do expect a higher percentage overall due to our record performance that month. Numbers from September 2026, a little over 11,000 enplaned and a little over 10,000 deplaned. Enplanements were up 34% year over year. July to September enplanements and overall commercial traffic were up 31% compared to same period last year. Reunited campaign was recognized as an award finalist for Best Marketing Campaign Small Airports at ACI North America's Marketing, Communications, and Customer Experience Conference in Seattle.

Mr. Oday Lavergne adjourned the meeting at 8:31 p.m.

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Oday Lavergne, Chair
England Economic and Industrial Development District
Board of Commissioners

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Steven Mansour, Secretary/Treasurer
England Economic and Industrial Development District
Board of Commissioners

THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
BOARD OF COMMISSIONERS SPECIAL BOARD MEETING
NOVEMBER 9, 2026

The England Economic and Industrial Development District met in Special Session in the EEIDD Board Room, 1611 Arnold Drive, Alexandria, Louisiana, on **Monday, November 9, 2026.**

Mr. Oday Lavergne, Chair of the EEIDD, called the meeting to order at 9:04 a.m.

The England Economic and Industrial Development District was duly convened as the governing authority of said District by Mr. Oday Lavergne, Chair, who stated that the England Economic and Industrial Development District was ready for the transaction of business.

Present: Chair, Mr. Oday Lavergne, Vice-Chair, Mr. Jamar Gailes, Mr. Myron Lawson, Jr., Mr. Joe McPherson, Mr. Patrick O'Quin and Mr. Charlie Weems (late arrival).

Absent: Mr. Steven Mansour, Mr. Trey Crump, Mr. Joshua Dara, Sr., Mr. Zeb Winstead

Others present: Mr. Chris Masingil (Louisiana Central), Mr. Mike Busada (Louisiana Central), Mrs, Deborah Randolph (Chamber of Commerce), Mr. Nick Phillips (Applied Digital), Mr. Jay Scott (RPPJ), Mr. David Crutchfield (RPSO), Ms. Sandra Franklin (RPSB), Mr. Danny Bordelon (RPPJ)

Introduction and discussion of Resolution Authorizing the execution of a PILOT Lease Agreement and Agreement to Issue Bonds Between the England Economic and Industrial Development District and APLD AEX-01 LLC, in furtherance of the construction, equipping, and operation of data center infrastructure, including buildings, scalable power architecture, and high-density cooling configurations, as described herein; and otherwise providing with respect thereto.

Presentation by Mr. Chris Masingil with Louisiana Central, Mr. Mike Busada with Butler Snow, and Mr. Nick Phillips with Applied Digital, followed by Commissioner questions and comments, and public comments.

Roll Call vote to introduce Ordinance and Resolution at the next scheduled meeting.

Yays: 6
Nays: 0
Abstain:0
Absent: 4

Mr. Oday Lavergne adjourned the meeting at 11:07 a.m.

_____

Oday Lavergne, Chair
England Economic and Industrial Development District
Board of Commissioners

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Steven Mansour, Secretary/Treasurer
England Economic and Industrial Development District
Board of Commissioners

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to approve resolution giving preliminary approval to the issuance of not exceeding $4,000,000.00 (Four Million Dollars) of Lease Revenue Bonds, in one or more series, to finance certain solid waste disposal facilities; and providing for other matters in connection therewith for the Robinson Biochar Project.

EXPLANATION:

The Board previously approved at its October 22, 2026, regular meeting a Resolution declaring the official intent of the EEIDD to issue not exceeding Fifty-Two Million Dollars ($52,000,000) of Solid Waste Disposal Revenue Bonds (Biochar Facilities Project), in one or more issues or series, to finance certain solid waste disposal facilities; and providing for other matters in connection therewith. As presented to the Board by its retained bond counsel, Foley & Judell, L.L.P. at that October meeting, a follow-up resolution would be presented to the Board for preliminary approval of the issuance of a Lease Revenue Bond of up to $4,000,000.00, in support of the actual bond application. This is the anticipated resolution for preliminary approval of the bond application. Once approved, the resolution will be provided to the State Bond Commission with the bond application.

ATTACHMENTS INCLUDED:

- ☒ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects

RESOLUTION NO. [___]-2026

STATE OF LOUISIANA

PARISH OF RAPIDES

In the Name and by the Authority of

The England Economic & Industrial Development District

RESOLUTION

BE IT RESOLVED, THAT THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT HEREBY GIVES PRELIMINARY APPROVAL TO THE ISSUANCE OF NOT EXCEEDING FOUR MILLION DOLLARS ($4,000,000) OF LEASE REVENUE BONDS, IN ONE OR MORE ISSUES OR SERIES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the England Economic and Industrial Development District (the "EEIDD") is a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana, created pursuant to Article VI, Section 19 of the Constitution of Louisiana, and La. R.S. 33:130.351 *et seq*.; and

WHEREAS, pursuant to La. R.S. 33:130.352, the EEIDD was created, among other purposes, to accept title from the United States of America to any or all real and personal property and improvements of the former England Air Force Base, and to replace and enhance the economic benefits generated by the former England Air Force Base through diversified activities fostering job creation, economic development, industry, health care, commerce, manufacturing, tourism, relocation of people and businesses to the area, aviation, military, housing, transportation, and the development and operation of facilities, improvements, and infrastructure; and

WHEREAS, pursuant to La. R.S. 33:130.354, the exercise of the EEIDD's powers is deemed and held to be essential governmental functions of the state, and for the benefit of the people of the state, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions; and

WHEREAS, pursuant to La. R.S. 33:130.355, the EEIDD, through its Board of Commissioners (the "Board"), is granted and is authorized to exercise all powers necessary or convenient for the carrying out of its objects and purposes, including, but not limited to, to hold and use any property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out the objects and purposes of the EEIDD, to enter into contracts to achieve the EEIDD's object and purposes as the EEIDD may deem necessary or convenient to accomplish the object and purposes of the EEIDD, and to plan, develop, regulate, operate, and maintain activities and planned land uses to foster creation of new jobs, economic development, industry, health care, commerce, manufacturing, tourism, relocation of people and businesses to the area, aviation, military warehousing, transportation, offices, recreation, housing, and conservation, the acquisition of land and improvements, and the construction, operation, and maintenance of facilities, improvements, and infrastructure, including buildings, runways, roads, bridges, drainage, and utilities, and other functions and activities on property owned or leased by the EEIDD to accomplish the object and purposes of the EEIDD and to protect the public health and welfare; and

WHEREAS, it is the desire of the EEIDD to encourage the acquisition, construction, equipping, and installation of facilities and enterprises within the Parish of Rapides, State of Louisiana (the "Parish"), pursuant to the provisions of Sections 130.351 to 130.359, inclusive, of Title 33, and/or Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (collectively, the "Act") to further economic development in the Parish; and

WHEREAS, the EEIDD intends to acquire, construct, equip, and install site and road improvements, pads, structures, utilities, and other related infrastructure (collectively, the "Facilities") to further economic development in the Parish, particularly the development by Prime Mover, LLC, or related entities (the "Lessee"), of a biochar production facility to be located in the Parish, within the boundaries of the EEIDD, which removes carbon by converting wood manufacturing residuals and other wood, biomass, agricultural, and forestry residues and byproducts into stable biochar for horticulture, agriculture and pollution remediation (the "Project"); and

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WHEREAS, the Board, acting as the governing authority of the EEIDD, has concluded that the Project will benefit the welfare, health and safety of the citizens of the Parish and that it is in the public interest of said citizens to encourage the construction and financing of the Project; and

WHEREAS, the EEIDD intends to enter into a Ground Lease (the "Lease Agreement") with the Lessee pursuant to which the EEIDD will lease the Facilities to the Lessee for use in connection with the Project; and

WHEREAS, the EEIDD desires to give preliminary approval to the issuance of its Lease Revenue Bonds (the "Bonds"), in one or more series, on a taxable or tax-exempt basis, in an aggregate principal amount not exceeding $4,000,000, for the purpose of (i) financing the Facilities and (ii) paying the costs of issuance of the Bonds; and

WHEREAS, the Bonds will be secured by and payable from certain rental payments to be made by the Lessee pursuant to the Lease Agreement; and

WHEREAS, it is the desire of the EEIDD to have the Bonds placed on the agenda of the State Bond Commission for its approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the England Economic and Industrial Development District, that:

SECTION 1. Pursuant to the authority of the Act, preliminary approval is given to the issuance of not exceeding $4,000,000 of Lease Revenue Bonds (the "Bonds") of the EEIDD, in one or more series, for the purpose of (i) financing the Facilities and (ii) paying the costs of issuance of the Bonds, such Bonds to be secured by and payable from certain rental payments to be made by the Lessee pursuant to the Lease Agreement. The Bonds shall be issued in fully registered form, on a taxable or tax-exempt basis, shall bear interest at fixed rates not exceeding 8.50% per annum or variable rates not exceeding 12% per annum, and shall mature no later than 10 years from the date thereof.

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SECTION 2. The Executive Director or his designee ~~Any of the Chair, Vice Chair, and Secretary/Treasurer of this Board of Commissioners (collectively, the "Authorized Officers") are~~is authorized and empowered, upon the advice of counsel, to take any and all further action and to sign any and all documents, instruments and writings as may be necessary to carry out the purposes of this resolution.

SECTION 3. The EEIDD presently intends and reasonably expects that the EEIDD may pay all or a portion of the costs of the Facilities from legally available funds of the EEIDD. Upon the issuance of the Bonds, the EEIDD presently intends and reasonably expects to reimburse any such expenditures for the Facilities from a portion of the proceeds of the Bonds, provided that such reimbursement shall be in an amount not currently reasonably expected to exceed the maximum principal amount of the Bonds set forth in Section 1 hereof. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg. 1.150-1(b)) and will be made not later than 18 months after the later of (i) the date such expenditure was paid or (ii) the date on which the Facilities were placed in service or abandoned, but in no event more than three years after the original expenditure is paid. This Section is intended to be a declaration of official intent within the meaning of Reg. 1.150-2, and certain terms used in this Section shall have the meaning given in such Regulation. All of the expenditures covered by this Section were or will be made on and after the date which is 60 days prior to the effective date of this Resolution or as otherwise allowed by Reg. 1.150-2 which includes, among other things, an exception for "preliminary expenditures" as defined therein .

SECTION 4. The Bonds are hereby authorized to be sold to a purchaser, and the Executive Director ~~or any of the Authorized Officers are~~or his designee each hereby authorized to execute a term sheet, commitment letter, offer to purchase, or similar agreement for the purchase of the Bonds, in form and substance satisfactory to bond counsel and local counsel to the EEIDD, provided the sale of the Bonds is within the parameters set forth herein.

SECTION 5. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of the EEIDD, together with a letter requesting the prompt consideration and approval of this application. By virtue of the EEIDD's application for, acceptance and utilization of

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the benefits of the State Bond Commission's approval requested herein, the EEIDD understands and agrees that such approval is expressly conditioned upon, and further understands, agrees and binds itself, its successors and assigns, to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products, Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing and other matters subject to the approval, including subsequent application and approval under said Policy of the implementation or use of any swaps or other products or enhancements covered thereby.

SECTION 6. The Board finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to the Board for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise the Board as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of Bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "*out-of-pocket*" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. The Executive Director of the EEIDD is hereby authorized and directed to execute, and the Board hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto as Exhibit A. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for approval of said employment and of the fees herein designated, and payment for the work herein specified upon completion thereof and under the conditions herein enumerated is hereby approved without further action of the Board.

SECTION 7. It is recognized that a real necessity exists for the employment of special local counsel to the EEIDD in connection with the issuance of the Bonds. Nowlin Law Firm, LLC d/b/a Keiser & Nowlin, Attorneys at Law, served as the retained corporate counsel of EEIDD, and for purposes of this Resolution and Project, is hereby directed as corporate counsel for the EEIDD to do and to perform all legal services in connection with the issuance of the Bonds. The fee to be paid to

Nowlin Law Firm, LLC d/b/a Keiser & Nowlin, Attorneys at Law shall be computed at an hourly rate not exceeding the amount provided by the guidelines for such services as approved by the Attorney General of the State of Louisiana, plus out-of-pocket expenses. Nowlin Law Firm, LLC d/b/a Keiser & Nowlin, Attorneys at Law are further directed to keep detailed time and expense entries in connection with the issuance of the Bonds. The fee herein described shall be payable from the proceeds of the Bonds, subject to the Attorney General's written approval of said employment and fee.

SECTION 8. The Board hereby appoints Raymond James & Associates, Inc., of Baton Rouge, Louisiana, as underwriter/placement agent in connection with the issuance and sale of all or any portion of the Bonds, any compensation to be paid from the proceeds of the Bonds and contingent upon the issuance of the Bonds; provided that no compensation shall be due to said underwriter/placement agent unless the Bonds are sold and delivered.

SECTION 9. If any provision of this Resolution is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon adoption.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

And the resolution was declared adopted on this 19th day of November, 2026.

PARISH OF RAPIDES

STATE OF LOUISIANA

I, Steve Mansour, do hereby certify that I am the duly qualified and acting Secretary of the Board of Commissioners of the England Economic and Industrial Development District ("EEIDD"), of the Parish of Rapides, Louisiana, and further certify that the above and foregoing constitutes a true and correct copy of a resolution adopted by the EEIDD on November 19, 2026, giving preliminary approval to the issuance of not exceeding Four Million Dollars ($4,000,000) of Lease Revenue Bonds, in one or more issues or series; and providing for other matters in connection therewith.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature.

_____
Steve Mansour, Secretary

_____
Oday Lavergne, Chair

_____
Ralph Hennessy, Executive Director

DRAFT

EXHIBIT A

ENGAGEMENT LETTER

November 19, 2026

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

Re: Proposed not to exceed $4,000,000 of Lease Revenue Bonds

Dear Mr. Hennessy:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to the England Economic and Industrial Development District (the "EEIDD") in connection with the issuance of the captioned bonds (the "Bonds"). We understand that the Bonds will be issued for the purposes (the "Project") described in the resolution adopted by the Board of Commissioners of the EEIDD (the "EEIDD Board") acting as the governing authority of the EEIDD, on November 19, 2026.

As bond counsel, we will prepare and submit to the EEIDD Board for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Bonds and provide advice of a traditional legal nature as to the issuance and sale of the Bonds. Our job is principally to render certain opinions to the EEIDD regarding (i) the validity of the Bonds under applicable Louisiana law, (ii) the exemption of interest paid on the Bonds from state taxes, and (iii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the EEIDD with applicable laws and other resolutions relating to the Bonds. During the course of this engagement, we will rely upon the staff of the EEIDD and the members of the Board to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds.

In addition to rendering the above opinions, in our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the EEIDD, relating to the Project and review legal issues relating to the structure of the Bond issue;

- Prepare the issuing bond resolution, the trust indenture, and all related financing documents (collectively, the "Bond Documents");

- As requested, attend meetings of the EEIDD at which the Bond Documents are

adopted;

- Prepare the application(s) for approval of the issuance of the Bonds by the State Bond Commission and attend the State Bond Commission meeting(s) at which such approval will be considered;

- Review any Continuing Covenant Agreement with a bank;

- Prepare the closing index and various closing certificates, review documents prepared by other parties, and supervise the execution of certain closing documents by the various parties thereto;

- Prepare the Bonds and supervise their execution and authentication;

- Prepare complete transcripts of record covering the issuance of the Bonds and furnishing the transcripts to various parties in connection therewith; and

- Submit applicable post-closing reports to the State Bond Commission.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to approval of the Attorney General. Our fee as bond counsel is a "contingent fee," meaning you are required to pay for our legal services only in the event the Bonds are actually sold and delivered. Other vendors or members of the working group may charge additional fees or costs for their services, which may not be contingent upon a successful delivery.

We will continue to serve as bond counsel until the delivery of the Bonds; however, the EEIDD and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the EEIDD, papers and property furnished by the EEIDD will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the EEIDD; however, in the course of providing traditional legal services, we may provide factual information to the EEIDD that is not specifically tailored to the Bonds or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the EEIDD regarding the legal ramifications of the structure, timing, terms and other provisions of the Bonds, as these functions are essential to developing a plan of finance.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the EEIDD or if there is a significant risk that other considerations will materially limit our representation of the EEIDD. As you are aware, our firm

represents the State of Louisiana and many other political subdivisions, including others in Rapides Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the EEIDD as provided in this letter; however, we invite you to discuss any concerns you have with us.

In the interest of facilitating our services to you, we may (i) send documents, information or data electronically or via the Internet or (ii) store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Confidential electronic documents or data of the EEIDD may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, the EEIDD recognizes and accepts that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party service providers. By acceptance of this letter, the EEIDD consents to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If this letter is acceptable to the EEIDD, please so indicate by executing below and returning a copy to us, retaining an original for your files. We appreciate the opportunity to serve the EEIDD and look forward to working with you.

FOLEY & JUDELL, L.L.P.

By: _____
BRENNAN K. BLACK, PARTNER

ACCEPTED AND APPROVED:

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

BY: _____
NAME: RALPH HENNESSY, C.M.
TITLE: EXECUTIVE DIRECTOR

DATED: NOVEMBER 19, 2026

DRAFT

DRAFT

BOARD OF COMMISSIONERS MEETING

DATE: November ÕÁ, 2026

TITLE:
Motion to authorize the Executive Director to execute a ground lease agreement between EEIDD and Prime Mover, LLC; a Louisiana LLC affiliated with Robinson Lumber Company, Inc.

EXPLANATION:
The Board previously approved at its October 22, 2026, regular meeting. As previously presented to the Board, Prime Mover LLC, will construct a biochar production facility on England Heavy Industrial Site E1. E1 is a Certified Industrial Site ready for development. The specialized equipment will be installed after construction is complete for Phase 1 to produce biochar and related activities. The Board's prior approval of the Ground Lease was conditioned on the incorporation of the following provisions: i. Addition of a corporate guaranty of the parent company, Robinson Lumber, Inc. guaranteeing lease payments and other charges of the lessee, Prime Mover, LLC. See redline changes at pp. 8-9, Section 7.6. ii. Addition of a provision that expenses incurred or obligated by the EEIDD in furtherance of the project shall be reimbursed by Prime Mover, LLC, either through the initial issuance of a $4,000,000.00 lease revenue bond (see above agenda item), or directly by Prime Mover, LLC if said bonds are not issued within ninety (90) days of execution of the Ground Lease. See redline changes at pp. 11-14, Sections 11.3 through 11.8.

ATTACHMENTS INCLUDED:
☐ Document/Proposal Attached
☐ Term Sheet Attached
☐ Financials Attached
☐ N/A

FINANCIAL/BUDGET INFORMATION:	
Title:	
Number:	
Balance of Account:	
Amount of Expense:	
Amount Remaining:	

SUBMITTED BY:	
Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:
☐ Executive
☐ Admin/Legal
☐ Finance/Audit
☐ Economic Development
☐ Capital Projects

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to authorize the Executive Director to execute a lease agreement with UCORE North America for building #1408 (former Gym) located at 2022 Frank Andrews Blvd. (Term Sheet will be distributed with Final Agenda.)

EXPLANATION:

UCORE will need warehouse space as they move forward with construction of their Louisiana Strategic Metals Complex (SMC) at the Airpark. The warehouse is in close proximity to the SMC building and will provide secure space for materials and equipment.

ATTACHMENTS INCLUDED:

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to authorize the Executive Director to execute lease agreement between EEIDD and UCORE North America, LLC for building 1213 located at 1808 Kegleman Drive. (Term Sheet will be distributed with Final Agenda.)

EXPLANATION:

UCORE identified building 1213 for use as a testing lab and executive/management offices. UCORE will remodel and buildout the building to meet their needs to support the Louisiana Strategic Metals Complex (SMC).

ATTACHMENTS INCLUDED:

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to authorize the Executive Director to execute Amendment No. 1 to Ground Lease with UCORE North America, LLC for 7.205 ± acre tract located between Kegleman Blvd and Frank Andrews Blvd, and between Vandenburg Dr. and Chappie James Ave.

EXPLANATION:

In December of 2023, the EEIDD and UCORE North America, LLC executed a Commercial Lease for building # 1315, located at 2015 Chanute Drive, with an effective date of January 1, 2024. Within the 2023 Commercial Lease, UCORE contracted for and reserved as a Right of First Refusal (ROFR) three additional tracts of property. One of those ROFR tracts is a 7.205 ± acre tract located between Kegleman Blvd and Frank Andrews Blvd, and between Vandenburg Dr. and Chappie James Ave. No bona fide lease offer has been received by a third-party for the tract; however, UCORE has requested to lease the referenced tract, with a lease term consistent with the 2023 Commercial Lease (January 1, 2024, through December 31, 2033, with three (3) additional 10-year options to extend the term). Because the lease of this additional tract of property impacts UCORE's ROFR rights under the 2023 Commercial Lease, the lease of the new tract of property is anticipated to be provided through an amendment to the current lease, rather than through a separate

ATTACHMENTS INCLUDED:

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to adopt resolution authorizing the Executive Director to execute Sponsor/State Agreement No. H.016880 between the Louisiana Department of Transportation and Development and the EEIDD for the South Ramp Expansion & Taxiway Realignment in the amount of $1,600,000.00 (One Million Six Hundred Thousand Dollars and Zero Cents).

EXPLANATION:

The grant is supplemental funds from the DOTD Aviation Division. Advised us this week that they have the additional funds and offer the funds to us to be used on this project.

ATTACHMENTS INCLUDED:

- [x] Document/Proposal Attached
- [ ] Term Sheet Attached
- [ ] Financials Attached
- [ ] N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	S. Gammel
Deputy Director, England Airpark	
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- [ ] Executive
- [ ] Admin/Legal
- [ ] Finance/Audit
- [ ] Economic Development
- [ ] Capital Projects

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT

STATE PROJECT NO. H.016643
SOUTH RAMP EXPANSION &TAXIWAY REALIGNMENT
ALEXANDRIA INTERNATIONAL AIRPORT
RAPIDES PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this _____ day of _____, 20_____, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the England Economic and Industrial Development District, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the Alexandria International Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the Alexandria International Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of construction of the South Ramp Expansion and Taxiway Realignment.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed $1,000,000.00. Any other costs beyond $1,000,000.00 will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such

appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of $250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to $500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party

to the contract between the Sponsor and its consultant/contractor.

ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a

procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.

2. Contractor's Equal Employment Opportunity plan.

3. A statement of contractor's qualifications.

4. Proof of publication of the advertisement for bids.

5. A non-collusion affidavit.

6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the DOTD/FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures,

and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as

DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, _____, who has satisfactorily completed all requirements of the contract.

2. The final Reimbursement Request of $_____ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and

2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and

3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.

3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

ENGLAND EXNOMIC AND
INDUSTRIAL DEVELOPMENT
DISTRICT

BY: _____

_____
(Witness for First Party)

_____
(Signature)

_____
(Witness for First Party)

_____
Typed or Printed Name

_____
Title

_____
Sponsor's Federal Identification Number

WITNESSES:

STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

_____
(Witness for Second Party)

By: _____
Multimodal Commissioner

_____
(Witness for Second Party)

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to authorize Executive Director to execute lease agreement between EEIDD and Tailwind MC, LLC for operation of concessions at the AEX Terminal.

EXPLANATION:

Tailwind's business specializes in regional airport concessions and currently operates concession services at more than 60 airports in the United States, up from 15 since 2021. Tailwind has been providing concession and restaurant services at AEX since 2012 and would like to continue to operate at AEX moving forward. They wish to execute a new 5 year lease to remain operating at AEX with One 5 year option. They have invested in the infrastructure at AEX and have proven to be a great partner by providing good food and great service to the passengers moving through AEX.

ATTACHMENTS INCLUDED:

- [x] Document/Proposal Attached
- [ ] Term Sheet Attached
- [ ] Financials Attached
- [ ] N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	S. Gammel
Deputy Director, England Airpark	
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- [ ] Admin/Legal
- [ ] Finance/Audit
- [ ] Economic Development
- [ ] Capital Projects

EEIDD LEASE INFORMATION FORM

1. **LESSEE:** Tailwind Hospitality Inc.
2. **NAME**: Michael Svagdis, President
   Address: 1740 Airport Boulevard, Suite 16 Wilmington, NC 28405
   Tax ID: 38-3887276
3. **PREMISES:**
   Building No.: AEX Terminal
   Square Ft.: 590
   Address: 1100 Frank Andrews Blvd Alexandria, LA 71303
4. **TERM:**
   Number of Years: 5
   Beginning Date: December 1, 2026
   Ending Date: November 30, 2031
   Lease Form: Standard Net
   Number of jobs: 4
5. **OPTION TO RENEW:**
   Number of Options: 1
   Term of Options: 5 years
6. **USE OF PREMISES:**
7. **RENTAL:**
   a. Marginal Percentage-Rent Schedule:
      i. 5% on the first $500,000 of annual gross sales
      ii. 7% on annual gross sales above $500,000
      (Rental would be approximately $12,000 annually)
   Base Rent: $
   Annual Amount: $
   Percentage Rent (If applicable): CPI applied annually
   Rent during Option Periods:
8. **SECURITY DEPOSIT:** $1,500.00 or irrevocable letter of credit
9. **INSURANCE:**
   Amount of Liability Insurance Required: $1,000,000.00
   Property: Yes **Workers Comp:** Yes **Auto:** Yes
   Other: _____
10. **UTILITIES:** Lessor
11. **MAINTENANCE**: Lessor will be responsible for all maintenance except for janitorial/housekeeping, light bulb replacement, and trash removal.

Signed: _____ _____

Executive Director Deputy Director, England Airpark

BOARD OF COMMISSIONERS MEETING

DATE: November 19, 2026

TITLE:

Motion to approve resolution authorizing the execution of a PILOT Lease Agreement and Agreement to Issue Bonds Between the England Economic and Industrial Development District and APLD AEX-01 LLC, in furtherance of the construction, equipping, and operation of data center infrastructure, including buildings, scalable power architecture, and high-density cooling configurations, as described herein; and otherwise providing with respect thereto

EXPLANATION:

ATTACHMENTS INCLUDED:

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	R. Hennessy
Deputy Director, Airport & Capital Projects	
Deputy Director, England Airpark	D. Broussard
Director of Finance & Human Resources	
Commissioner	

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects