

PIVACH, PIVACH, HUFFT & THRIFFLEY, LLC

GEORGE PIVACH, II  
MARK A. PIVACH  
DAVID M. HUFFT  
TIMOTHY THRIFFLEY  
COREY E. DUNBAR  
ELLEN PIVACH DUNBAR

ATTORNEYS AT LAW  
8311 HIGHWAY 23, SUITE 104  
POST OFFICE BOX 7125  
BELLE CHASSE, LOUISIANA 70037  
(504) 394-1870  
FAX (504) 393-2553  
firm@pivachlaw.com  
www.pivachlaw.com

Writer's Email  
GPivach@PivachLaw.com

September 20, 2012

VIA E-MAIL  
[jmann@cambridgeenergyllc.com](mailto:jmann@cambridgeenergyllc.com)  
AND FEDERAL EXPRESS

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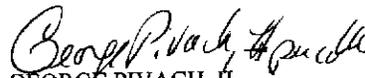
Mr. Justin S. Mann  
General Counsel  
Cambridge Energy, LLC  
1051 Parkside Commons, Suite 102  
Greensboro, GA 30642

Re: Lease  
Lessor: Alliance River Properties, LLC  
Lessee: CE FLNG, LLC  
Our File No. 12-343

Dear Mr. Mann:

Enclosed herewith please find a fully executed copy of the above captioned lease.

Very truly yours,

  
GEORGE PIVACH, II  
FOR THE FIRM

GPII/cdh  
enclosure

**LEASE**  
(Existing Site)

THIS LEASE is made and entered into on the date(s) hereinafter set forth by and between:

**ALLIANCE RIVER PROPERTIES, LLC**, a Louisiana limited liability company herein represented by its duly authorized representative pursuant to a Certificate of Authority attached hereto and made a part of hereof, whose address is 8311 Highway 23, Suite 104, Belle Chasse, Louisiana 70037 (hereinafter called **LBSSOR**), and

**CE FLNG, LLC**, a Delaware limited liability company, which is a subsidiary of Cambridge Energy Group Limited, herein represented by its duly authorized representative pursuant to a Certificate of Authority attached hereto and made a part hereof, whose address is 1051 Parkside Commons, Suite 102, Greensboro, GA 30642, (hereinafter called **LESSEE**).

**WHEREAS**, Lessee is engaged in the business of producing and marketing of liquefied natural gas ("LNG") from multiple FLNG Production and Storage Vessels for delivery to LNG regasification terminals in international markets; and

**WHEREAS**, Lessee intends to construct, own and operate a nearshore LNG facility above Baptiste Collette Bayou, located along the east side of the Mississippi River between Mile Marker 11.8-13.5, in Plaquemines Parish, Louisiana; and

**WHEREAS**, Lessee desires to lease the Premises for the construction, ownership, and operation of its Floating LNG Export Production Terminal ("FLNG Terminal"), and Lessor desires to lease the Premises to Lessee.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

**WITNESSETH**

**1. DESCRIPTION**

Lessor, in consideration of the rents to be paid and the covenants and to be performed by Lessee, hereby leases and Lessee hereby rents the Premises described in **EXHIBIT A** attached hereto and made a part of this lease as fully as if hereinafter set forth below. All of the foregoing are hereinafter referred to as "the Premises."

**2. USES OF PREMISES**

**A. Lessee Use:**

The Premises may be used by Lessee for the purposes of studying, designing, constructing, owning, and operating an LNG Export facility to include terminal piping and equipment cool down and commissioning, performance testing of process equipment and ancillary support systems, and long-term thermal stabilization of the FLNG Terminal including support berthing, jetty, and other facility support as required. Lessee shall be permitted to cause natural gas to be liquefied in its FLNG Vessels and processing equipment, and to transfer it to other vessels for international shipping. Lessee shall also be permitted to connect the facility via interconnection between the FLNG Terminal and an interstate and intrastate natural gas transmission pipeline as may be specified from time to time by Lessee. The Premises shall be used for no other purposes than set forth herein unless consent is first obtained in writing from Lessor, which consent will not be unreasonably withheld. Lessee must secure any permits or licenses necessary to operate a FLNG Terminal, and failure to do so shall not release Lessee from any of its obligations herein set forth if Lessee has made any improvements to the Premises. In the event that Lessee fails to secure these permits or licenses and has not made any improvements, Lessee may cancel the lease upon the payment of \_\_\_\_\_

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*[Handwritten signature]*  
*[Handwritten initials]*

Lessee shall have the right to construct any necessary improvements and subsequent additions or alterations thereto on the Premises, as may be desirable, at no cost to Lessor, and all such improvements constructed on the Premises by Lessee shall be and remain the property of the Lessee during the term of this lease and any extensions thereof, after which they shall become [REDACTED] Premises. Lessee shall provide Lessor with a copy of all plans and specifications ten (10) days prior to construction of any improvements and a copy of all as-built plans for any and all improvements placed on the Premises within thirty (30) days of completion of any improvements. Lessee shall maintain all improvements constructed by Lessee on the Premises in good condition throughout the term of the lease, and shall deliver all improvements in good working order, less normal wear and tear, to Lessor at the end of the primary term or any extension of this lease. Lessor may require that Lessee remove any or all of said improvements, at Lessor's option, and at Lessee's sole cost and expense, within ninety (90) days of the termination of this lease.

**B. LESSOR USE:**

There shall be three periods of time which determine Lessor's permitted use of the Premises: (a) Lessor shall have full and unrestricted use of the Premises during the initial twelve (12) months of this lease known as the Initial Study Period; (b) Lessor has full use of the Premises in designated areas during the Pre-LNG Facility Commissioning Period; (c) Lessor is restricted to use of the Premises outside designated exclusion zones after the FLNG Terminal has been commissioned.

**3. TERM:**

Unless extended by renewal or terminated as herein provided, this lease is for a primary term of [REDACTED] beginning [REDACTED] ("Effective Date") and ending at [REDACTED]. As expressed herein, "Lease Term" or "Term of Lease" shall refer to the primary term of this lease and any renewal(s), if said renewal(s) are exercised.

This lease shall become effective on the Effective Date and, unless terminated earlier pursuant to the other provisions hereof, shall remain in full force and effect until [REDACTED] (Lease Term). During the 12-month Initial Study Period, Lessee may terminate the lease upon five (5) business days' prior written notice if Lessee determines in its sole discretion that the Premises is unsuitable for its FLNG Terminal or if it is unable to obtain the Government Approvals or Third Party Approvals necessary in connection with the FLNG Terminal. In the event that Lessee terminates the lease of the Premises for non-suitability during the Initial Study Period, Lessor will have the first right to present an alternative potential site to Lessee. Neither Party may terminate this lease after the Initial Study Period except for an Event of Default under Paragraph 21 hereof. Notwithstanding the foregoing, this lease shall not terminate until any outstanding obligations remaining under this lease have been satisfactorily fulfilled by the Parties hereto.

**4. OPTION TO RENEW**

Lessor and Lessee agree that this lease shall automatically renew for [REDACTED] on and after the completion of the primary term, under the same terms and conditions provided, however, Lessee shall have the right and privilege of cancelling this lease at the end of the primary term or any renewal period (if applicable) by notifying Lessor in writing by certified mail at least 365 days prior to the expiration of the primary term or any renewal period (if applicable):

**5. INVENTORY POLICY.**

The Parties agree that for the purposes of tracking the quantity of LNG Produced hereunder, and for allocating the LNG Inventory, Lessee shall utilize "Allegro" Enterprise management system, and shall track inventory additions and sales using a "first-in, first-out" inventory policy, on the basis of the date of departure of each cargo of LNG. At all times during the term of this lease, Lessor shall be entitled to examine reports produced by the "Allegro" system, but in all cases the "United States Department of Energy (DOE) LNG Monthly LNG Export Report by Vessel" shall be the system of record for all transactions undertaken hereunder.

**6. RENTAL**

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Lessee shall during the term of this lease pay to Lessor at the address provided for herein (or at such other place as Lessor may from time to time designate) a monthly rental, payable in advance, on the 15<sup>th</sup> day of each and every month for the term of the lease. All rental payments arising hereunder shall be made according to the provisions of Paragraph 6a, 6b and 6c hereafter. In the event rent is not paid on the due date, then such payment shall bear interest at the rate of [REDACTED] percent per annum beginning eleven (11) days from the due date until paid. The rental hereunder shall be payable, in lawful money of the United States, in advance, monthly, as follows:

**A. INITIAL STUDY PERIOD – NO LEASE RENTAL.**

During the Initial Study Period the Lessee will carry out conceptual facility designing, apply for DOE export authorization, and conduct environmental impact and other studies. During the Initial Study Period, Lessor shall have full use of the entire Premises with no restrictions. During the Initial Study Period, Lessee shall not pay any rental to Lessor.

**B. PRE-LNG FACILITY COMMISSIONING LEASE FEE.**

The (estimated) 44-month period immediately following the Initial Study Period is the Terminal Design and Construction Phase. During this period, the "Terminal Design and Construction Phase", Lessee shall pay Lessor [REDACTED] Dollars per year ("Pre-Commissioning Lease Rental"). Pre-Commissioning Lease Rental payments of [REDACTED] Dollars shall be made monthly by the Lessee to Lessor. Prior to the beginning of the Terminal Design and Construction Phase, Lessee will provide Lessor with additional credit support to secure the Premises in order to begin Pre-LNG Facility Commissioning activities. All Pre-Commissioning Lease Rental shall terminate once the FLNG Terminal has been constructed and commissioned and Lessee shall begin paying the Post Commissioning Lease Rental.

The first month rent shall be payable one year from the Effective Date of this Lease.

**C. POST-LNG FACILITY COMMISSIONING LEASE RENTAL.**

The period immediately following construction and commission of the FLNG Terminal shall constitute the remainder of the Lease Term. During this period, Lessee shall pay Lessor [REDACTED] MMBTU (MMBTU is roughly equivalent to 1 MCF) delivered quantity of LNG in each LNG cargo, as measured at the export flange of the FLNG Terminal ("Post-Commissioning Lease Rental"). Post-Commissioning Lease Rental payments shall be paid monthly by Lessee to Lessor within five (5) business days following the due date. DOE Monthly LNG Export Report by Vessel that Lessee must submit to the U.S. Department of Energy as a requirement for LNG Export Authorization report setting forth the quantity of LNG loaded onto each cargo containing LNG at the Terminal shall be provided to Lessor no later than three (3) business days prior to such payment becoming due for the account of Lessor. [REDACTED]

[REDACTED] Notwithstanding anything herein contained to the contrary, in no event shall the Post Commissioning Lease Rental be less than [REDACTED] Dollars, per month ("Post-Commissioning Minimum").

**7. POSSESSION & CONDITION AT BEGINNING OF TERM**

Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition "as is" "where is".

**8. PUBLIC REQUIREMENTS**

Lessee shall comply with all laws, ordinances, governmental orders and other public requirements now and hereafter affecting the Premises or the use thereof; and Lessee shall indemnify and hold Lessor harmless from expenses or damages resulting from failure to so do.

**9. MAINTENANCE BY LESSOR**

*Handwritten initials/signature*

NONE

**10. MAINTENANCE BY LESSEE**

The Premises is accepted by Lessee in its present condition. Lessee agrees to comply, at Lessee's expense, with all ordinances and laws, and with all lawful requirements of the Parish, State and Federal authorities. Lessee shall pay all costs, claims, fines, penalties and damages that may be imposed upon Lessee or Lessor arising from Lessee's occupancy or use of the Premises or Lessee's failure to comply with this covenant. Lessee agrees to comply with all requirements and regulations of the insurance companies writing policies covering the Premises.

Lessee shall keep and maintain at its own expense the Premises (including the land, building(s), bulkheads and improvements to be constructed, appurtenances, fixtures and equipment) in good repair and working order. All costs and expenses relating to the FLNG Terminal incurred during the Term of this Lease shall be borne solely by Lessee. The risk of loss from any activities in connection with the FLNG Terminal shall be borne solely by the Lessee.

If Lessee fails to do anything required within a reasonable time, Lessor may, at Lessor's option, perform the same at Lessee's expense, but Lessor is not obligated to do so.

**11. INITIAL REPAIRS / IMPROVEMENTS BY LESSOR**

NONE

**12. ASSIGNING AND SUBLEASING**

Lessee has the right to assign this Lease or sublet the Premises, without Lessor's consent, only to a parent, subsidiary, or affiliate of Lessee, or to a company acquiring all or substantially all of Lessee's physical assets at the Premises. Notwithstanding the foregoing, Lessee may assign the lease to a bank, insurance company or other financial institution upon Lessor's consent, which will not be unreasonably withheld.

**13. HAZARDOUS MATERIALS**

The Premises herein leased shall be used exclusively for legitimate commercial purposes and Lessee is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the Premises. Further, Lessee is required to comply with all Parish, State, and Federal regulations with regard to the use and storage of hazardous materials as defined by said authority and to properly dispose of such hazardous materials and/or their residue in accordance with the regulations set forth by said Parish, State and Federal regulations at Lessee's sole expense during the Lease Term. Lessee shall furnish Lessor with such an environmental survey analysis report prior to commencement of facility construction. At the termination of the Lease Term, Lessee agrees to leave the Premises free and clear of any hazardous materials in excess of that permitted by law, and below that level of required by the Louisiana Department of Environmental Quality (LDEQ) that may have been caused by or resulted during Lessee's occupancy and use of or operations. Lessee shall furnish Lessor with an environmental survey analysis report survey dated ninety (90) days or less prior to the termination and cancellation of this lease indicating no contamination of the Premises in excess of that permitted by Parish, State and Federal law. In the event an environmental survey analysis report reveals contamination on the Premises in excess of that permitted by law, Lessee shall immediately proceed to remove all contamination from the Premises prior to the termination of this lease. Lessee shall be responsible for the cost of clean up. Should the clean up period go beyond the last date of this lease or renewal thereof, the rent provided for herein shall continue until the clean up is completed and an updated environmental survey and analysis report and a radiation survey indicating no contamination and no radiation is furnished to Lessor.

Lessee and its surety further agree to indemnify and hold harmless Lessor from and against any and all claims arising from or in connection with any cleanup or restoration responsibility with respect to the Premises and all appurtenances thereto related to or in connection with the use, consumption, generation, treatment, storage or disposition of hazardous materials or wastes on the Premises on or after the commencement date of this lease.

*Handwritten initials and signature:*  
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#### 14. INDEMNITY

All merchandise, equipment, movables, and property in or about the Premises shall be at Lessee's risk, and Lessee does hereby now and forever release Lessor, its officers and members, employees, and agents from any claims for loss or damage on the Premises due to fire, flood, explosion, windstorm, theft, or any other casualty regardless of the cause; the parties further covenant and agree that Lessor, its officers, members, employees, and agents shall not be liable for, and the Lessee shall be responsible for, any injury, death, or damage to persons or damage to property, happening in or about the Premises, that directly or indirectly may be caused by or result from Lessee's occupancy or use of or operations on, in, and about the Premises.

Lessee hereby covenants and agrees to defend, indemnify, and save harmless Lessor, its employees, officers, members and agents, of and from (including reimbursing Lessor for any reasonable attorneys' fees and costs expended by Lessor as a result thereof) any and all fines, suits, claims, demands, losses and actions of any kind by reason of any breach, violation or non-performance of any condition hereof or any injury, death, or damage to persons or damage to property, happening in or about the Premises, that directly or indirectly may be caused by or result from Lessee's occupancy or use of or operations on, in and about the Premises, including but not limited to any activity related to or presence upon or adjacent to the Premises or any vessel docked at the Premises (including any loading, unloading, or ingress to or egress from any such vessel), and Lessee agrees to indemnify and save harmless Lessor, its employees, officers, members, and agents from any liability therefore, including the payment of any reasonable attorneys' fees and costs expended by Lessor as a result thereof. Lessee agrees to indemnify and save harmless Lessor, its employees, officers, members and agents, from any and all costs, expenses, and damages, and any and all claims, demands, or liability (including claims based on the alleged negligence of Lessor arising out of Lessor's obligation as a landowner of the Premises herein leased to Lessee), on account or by reason of any act or omission, negligent or otherwise, by Lessee, its agents, employees, and/or any third persons deriving their right to be on the Premises from or through Lessee, arising out of or through operations of Lessee. In the event any suit or proceeding is instituted against Lessor, its officers, members, agents or employees, on account or arising out of any such claim herein mentioned, then Lessee shall defend the same at its own cost and expense and shall pay any judgment rendered therein against Lessor, its officers, members, agents or employees. If Lessee refuses or neglects to so defend any and all such actions, it shall pay all costs, expenses and attorney's fees which Lessor, its officers, members, agents or employees are subject to in the defense of the same, together with all costs, expenses and attorney's fees incurred by said parties in any action to enforce the rights herein granted against Lessee.

Lessee shall defend, indemnify and hold harmless Lessor, its employees, officers, members, and agents, including any reasonable attorney's fees and costs expended therefore, of and from any and all damages or liability for anything arising from or out of the conditions of the Premises leased to Lessee. Lessee expressly assumes all risks with reference to any limitation of use of the Premises because or resulting from any terrain feature or man-made object located in or on same or in the vicinity thereof, and Lessee expressly agrees to its hiring and renting of the Premises subject to same, and Lessor, its officers, members, agents or employees shall not be liable for any injuries or damages caused by same or as a result thereof, nor shall Lessor, its officers, member, agents or employees be liable for any damage or injuries caused by any defect in the leased Premises, latent or patent, at the time possession of the Premises is given to Lessee, or which may thereafter develop in the Premises. Lessee assumes all liability and responsibility for the condition of the Premises, including all liability assumable by a Tenant under La. R.S. 9:3221 and extends to all liability arising out of the condition of the Premises, holding Lessor, its employees, officers, members and agents, harmless for any injuries resulting therein. Said indemnification(s) include(s) costs and reasonable attorney's fees expended by Lessor, its employees, officers, directors and agents, as a result thereof.

#### 15. INSURANCE - LIABILITY

Lessee shall carry at its sole cost and expense, liability insurance with an insurance company having a rating of A Class X or better in the most current edition of the Best's Key Rating Guide, (naming Lessor as an additional insured with a waiver of subrogation) for the protection, indemnification and defense of Lessee and Lessor against any and all liability claims, demands, and causes of action that may be asserted against Lessee or Lessor or arising from the use, maintenance and operation of the Premises during the term of this lease, or after Lessee takes possession (whichever occurs first). Lessee obligates itself to have the company(s) or agency(s) issuing such certificate to Lessor to certify as to the policy and its coverage of Lessor, as well as its expiration date, and agree to give at least thirty (30) days written notice to Lessor prior to cancellation or material alteration thereto. Lessee further obligates itself to have the company(s) or agency(s) furnish the original certificate of insurance at the signing of this lease and prior to each and every insurance renewal period, and to further provide Lessor with a copy of said policy(s) within 30 days of the effective date of this lease and each and every insurance renewal period thereof. The

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policy limits shall not be less than [REDACTED] dollars combined single limit for any one accident or occurrence during years two (2) through 2027 of this lease and [REDACTED] dollars combined single limit for any one accident or occurrence for the years 2028 through 2062 and during any option period. [REDACTED] dollars combined single limit for any one accident or occurrence. Such insurance as is provided by this policy shall not exclude liability arising from explosions and radiation and must apply to the liability assumed by Lessee for bodily injury and property damage under the provisions of this lease.

**16. INSURANCE - PROPERTY - LESSOR**

NONE

**17. EVENT OF FORCE MAJEURE**

Non-performance of any obligation hereunder, other than the obligation to pay amounts due hereunder or an indemnity obligation, shall be excused if prevented, in whole or part, by an occurrence of an Event of Force Majeure, but only for so long as performance is prevented by such Event of Force Majeure. The Party claiming excuse shall promptly advise the other Party of such Event of Force Majeure with full particulars and shall seek to remedy the occurrence with all reasonable dispatch by taking all measures that are commercially reasonable under the circumstances. The term "Event of Force Majeure" shall mean any event beyond the reasonable control of the Party claiming excuse including, without limitation, any event or occurrence involving an act of God; strikes, lockouts, or other industrial disturbances; wars, insurrections, riots, or other civil disturbances; landslides; lightning; earthquakes; fires; storms, hurricanes; floods, governmental restraints or orders; failure, interruption, or curtailment of transportation or shipping; delay or interruptions caused by pilots or Governmental Authorities having jurisdiction over the FLNG Terminal or the Mississippi River. Notwithstanding anything herein contained to the contrary, Force Majeure in the aggregate shall not exceed sixty (60) days during any calendar year as it relates to payment of rental. Notwithstanding anything herein to the contrary, the settlement of strikes, lockouts, or other industrial disputes shall be entirely within the discretion of the Party experiencing such situations, and nothing herein shall require such Party to settle industrial disputes by yielding to demands made on it when it considers such action inadvisable.

**NOTICE OF EVENT OF FORCE MAJEURE**

The Party whose performance is prevented by an Event of Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the Event of Force Majeure is required as soon as reasonably possible. Upon providing written notice of the Event of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of the Event of Force Majeure to the extent affected by and for the duration of the Event of Force Majeure, (not to exceed in the aggregate sixty (60) days for any calendar year). Neither Party shall be deemed to have failed in such obligations to the other during such Event of Force Majeure.

**18. UTILITIES**

Lessee shall contract in its own name, and pay for all charges for water, sewer charges, gas, heat, oil, electricity, fuel, telephone and other utilities used in or serving the Premises during the term of this lease. Lessee shall not at any time permit any lien or claim to be filed against the Premises, or any part hereof, for any stoppage of service or supply, on account of any such charges. Lessee shall not disconnect the utility services prior to the expiration of the Lease Term. At the expiration of the Lease Term, Lessee shall notify Lessor prior to disconnecting utility services, allowing Lessor time to inspect the property and/or have the utilities transferred into Lessor's name.

**19. NOTICES AND OTHER MATTERS**

Any demand, statement, or notice required or permitted under this lease shall be in writing and delivered in person or by courier service or by an electronic means of transmitting written communications which provides written confirmation of complete transmission, and addressed to the individual or department identified below, subject to either party changing its notice and contact information by prior written notice to the other party. Payments shall be sent by wire transfer or ACH to the designated account, or any different account set forth in an invoice, or if no account is specified, by check to the specified address for payment.

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A. If to CE FLNG, LLC ("Lessee"):  
1051 Parkside Commons, Suite 102  
Greensboro, Georgia

B. If to Alliance River Properties, LLC ("Lessor")  
8311 Highway 23, Suite 104  
Belle Chasse, LA 70037

**20. TAXES**

Lessee agrees to pay at its sole expense, prior to the due date, all personal property taxes attributable to the inventory, equipment, trade fixtures, and movables located within the Premises, all ad valorem, all real estate taxes and assessments, water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Premises, which accrue during the term of this lease.

In the event Lessor pays any property tax or portion thereof for the Premises, Lessee shall reimburse Lessor for the amount of the tax bill within 30 days of receipt of a copy of the paid bill.

A proration shall be made with respect to the aforesaid real estate tax contribution in the first or last year of the term hereof in the event that the beginning or ending year of the term shall not coincide with the tax year. Any increase in any taxes or assessments are the responsibility of Lessee herein. If an assessment is payable in installments, Lessee shall be obligated to pay only those installments which become due and payable during the term of the lease. If an estimate can not be made as to the taxes due during the last year of the lease, the prior year's tax bill will be used as a basis to determine Lessee's portion of the tax bill for the last year of the lease. This amount shall be paid by Lessee to Lessor 90 days prior to the expiration of the lease.

**21. DEFAULT**

If Lessee fails or neglects to keep or perform any of the material covenants, obligations or agreement of this lease or violates any of the conditions of this lease, then, after forty-five (45) days written notice (or after 10 days written notice for nonpayment of rent), or upon the adjudication of Lessee, or the filing of bankruptcy, receivership, corporate reorganization or respite petition by the Lessee, or upon Lessee's suspension, failure or insolvency, then Lessor has the option to (1) demand the Post-Commissioning Minimum for [REDACTED] of the term of this lease, (2) immediately cancel the lease, (3) proceed for past due installments, reserving its right to later proceed for remaining installments, or (4) enter upon and repossess the Premises. Lessee hereby acknowledging that the Lessor receives same as agent of the Lessee and is authorized to relet the Premises for the balance of the term of this Lease, for a shorter or longer term, at such rental as Lessor deems fit, and may receive the rents therefore, applying the same, first to the payment of the expense of such reletting and second to the payment of rent due and to become due by this Lease. Lessee remains liable for and hereby agrees to pay Lessor any deficiency, all without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by any default by Lessee hereunder. If any attorney is employed to enforce and protect any claim against the Lessee, Lessee shall pay all costs and reasonable fees of said attorney, but in no event shall attorney's fees be less than \$5,000.00.

If Lessor fails or neglects to keep or perform any of the material covenants, obligations or agreements of this lease or violates any of the conditions of this lease, then, after forty-five (45) days written notice, Lessee may cancel the lease. Subject to the terms and conditions of this lease, Lessee, upon paying all rent and observing and keeping all covenants, agreements, and conditions of this lease on its part to be kept and performed in all material respects, shall quietly have and enjoy the Premises during the term of this lease, without hindrance or molestation by Lessor or Lessor's agent. "Hindrance or molestation" shall not be construed to limit Lessor's right of entry as set forth in Section 24.

**22. BANKRUPTCY**

If Lessee, during the term of this lease, files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors, or is placed in receivership, or adjudged bankrupt or insolvent, Lessor shall have the right

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and option to terminate and end this lease, by serving upon Lessee, five (5) days notice to that effect, and upon the expiration of said five (5) days, the term of this lease shall cease, terminate, and end in the same manner and with the same effect as though the term were canceled for failure of Lessee to comply with the terms, conditions and covenants thereof, as set forth hereinafter, and Lessor shall have the right to remove all persons, goods and chattels from the Premises by force or otherwise, without liability or damages.

**23. LESSEE'S RIGHT TO CURE**

In the event that Lessor gives consent for Lessee's lender to become Lessee's lease assignee, the lender may take the steps necessary to keep the ground lease in full force and effect in the event of a default by Lessee (i.e. cure any defaults). Notwithstanding Section 21, if Lessee fails to cure a default after having been sent a notice of default, the lender shall be sent a second notice of default and have 45 days to cure the default. Notwithstanding Section 22, bankruptcy of the Lessee shall not constitute grounds for termination of the lease, as long as all rent and other payments due under the lease continue to be paid, after a reasonable cure period not to exceed sixty (60) days.

If this lease is terminated by reason of default by Lessee or bankruptcy by Lessee wherein the lease is rejected by the bankruptcy trustee, the lender shall be entitled to enter into a new lease ("pickup lease") with Lessor for the remainder of the term and under the same terms. As a condition precedent of entering into the pickup lease, the lender shall remedy all past defaults (including payment of rent). The Lessor must be made whole before the lender may enter into the pickup lease, and the lender must be of investment grade quality, creditworthiness, as determined by Moody's Investors Service, Fitch, or Standard and Poors.

Lessor is required to simultaneously provide to the lender copies of any notice given to Lessee and, further, no notice required under this lease to be sent by Lessor to Lessee will be considered effective if not simultaneously given to the lender. Similarly, Lessee is also required to provide to the lender a copy of any notice required under this lease to be sent to Lessor, including DOB Monthly Reports.

**24. LESSOR'S RIGHT OF ENTRY**

Lessor, or Lessor's Agent, may enter upon the Premises at reasonable hours upon twenty-four (24) hour notice and upon consent by Lessee to examine same and to do anything required of Lessor hereunder or which Lessor may reasonably deem necessary for the good of the Premises. Lessor shall be escorted while in the restricted area and shall comply with the Safety and Security Plan specified by Lessee. Lessor or its agent has the right to show the Premises to prospective tenants or purchasers during the 365 days prior to the termination of the lease.

**25. SUCCESSORS**

All of the terms, covenants and conditions of this Lease shall apply and inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representative, except as otherwise provided herein.

**26. RECORDATION OF LEASE BY MEMORANDUM**

Each party to this Lease acknowledges that this Lease will not be recorded, but a "Notice of Lease" in a customary form will be executed and acknowledged by the parties, which may be recorded.

**27. LAWS GOVERNING**

The parties understand and agree that the provisions herein shall, between them have the effect of law, but in reference to matters not provided for herein, this lease shall be governed by the ordinance(s) of the parish the Premises is located, and the laws of the State of Louisiana.

**28. GENDER**

Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the contents otherwise require.

**29. WAIVER**

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A waiver by Lessor of any default or breach hereunder shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of permission, expressed or implied, of any other or subsequent default or breach.

**30. DESCRIPTIVE HEADINGS; WORD MEANING.**

The descriptive headings of the paragraphs of this lease are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this lease. Words such as "herein", "hereinafter", "hereof" and "hereunder" when used in reference to this lease, refer to this lease as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

**31. COUNTERPART EXECUTION.**

This lease may be executed in any number of counterparts and each such counterpart shall be deemed an original Lease for all purposes; provided that no Party shall be bound to this lease unless and until both Parties have executed a counterpart. Any documents to be provided by a Party to the other Party hereunder may sent by fax, PDF, or other electronic means capable of being received by the intended recipient, and each shall be considered to be an original of the document.

**32. REPRESENTATIONS.**

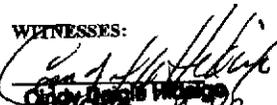
Lessor and Lessee warrant and represent that each has the full right and power to execute and deliver this lease. Lessor further warrants that the land is free of any encumbrances which would prevent Lessee from constructing, owning or operating the FLNG Terminal.

**33. AMENDMENTS TO LEASE**

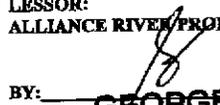
This is the final, complete and exclusive lease between the parties and may not be modified, supplemented or in anywise amended except by writing signed by authorized representatives of both parties.

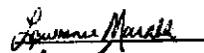
THIS LEASE is made and signed in multiple originals.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date(s) below written.

WITNESSES:  
  
Stephanie B. Reeves

LESSOR:  
ALLIANCE RIVER PROPERTIES, LLC

BY:   
NAME: **GEORGE PIVACH II**  
TITLE: Member  
DATE: 9-20-12

WITNESSES:  
  


LESSEE:  
CE FLNG, LLC

BY:   
NAME: Siffron C. Bryant  
TITLE: President/CEO



DATE: 9/19/2022

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ACKNOWLEDGMENT BY LESSEE  
(Limited Liability Company)

STATE OF Georgia

PARISH/COUNTY OF Clarke

On this 17 day of SEPT, 2012, before me, appeared SHEEMANE BRYANT  
to me personally known, who being by me duly sworn, did say that s/he is the CEO (office held) of  
CE FLING, LLC, and that said instrument was signed on behalf of said limited liability company by authority of a  
Certificate of Authority, and said Affiant acknowledged said instrument to be the free act and deed of said limited  
liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office on the day  
and year last above written.

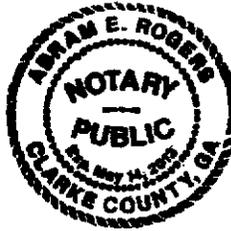
[Signature]  
APPEARER

My commission expires:

May 24 2013

[Signature]  
NOTARY PUBLIC

(Notary Seal)



[Signature]

**ACKNOWLEDGMENT BY LESSOR**  
(Limited Liability Company)

STATE OF LOUISIANA

PARISH OF PLAQUEMINE

On this 20<sup>th</sup> day of September 2012, before me, appeared GEORGE FIVACH II  
to me personally known, who being by me duly sworn, did say that s/he is the member (office held) of  
Alliance River Properties, LLC, and that said instrument was signed on behalf of said limited liability company by  
authority of a Certificate of Authority, and said Affiant acknowledged said instrument to be the free act and deed of  
said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office on the day  
and year last above written.

APPEARER

My commission expires:

NOTARY PUBLIC

(Notary Seal)

**COREY E. DUNBAR**  
Notary Public, Parish of Orleans, State of Louisiana  
My Commission is issued for life.  
Ber No. 30144

845



A CERTAIN PARCEL OF GROUND, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging and appertaining, situated in Township 20 South, Range 18 East, Sections 17, 18, and 19, East of the Mississippi River, Plaquemines Parish, Louisiana, and being more fully described as follows:

**BEGINNING** at the intersection of the line between Sections 16 and 17 with the Mean Low Water Plane of the Mississippi River (Latitude North 29 degrees 18 minutes 01.35 seconds, Longitude West 089 degrees 21 minutes 42.97 seconds); thence in a northeasterly direction along the line between Sections 16 and 17, 1999.7 feet to a point (Latitude North 29 degrees 18 minutes 14.79 seconds, Longitude West 089 degrees 21 minutes 26.42 seconds);

Thence in a southeasterly or downriver direction 2756.3 feet to the point of intersection with the line between Sections 19 and 20 (Latitude North 29 degrees 17 minutes 51.89 seconds, Longitude West 089 degrees 21 minutes 09.49 seconds);

Thence in a southwesterly direction, along the line between Sections 19 and 20, 1999.2 feet to the intersection with the Mean Low Water Plane of the Mississippi River (Latitude North 29 degrees 17 minutes 38.40 seconds, Longitude West 089 degrees 21 minutes 26.01 seconds);

Thence in a northwesterly or upriver direction, along the Mean Low Water Plane of the Mississippi River, 2760 feet, more or less, to the POINT OF BEGINNING.

The above described property contains 125 acres, more or less, and is all and more fully shown on the attached Exhibit "A". Coordinates are 1983 North American Datum.

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**CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY  
TO LEASE**

Date: September 19<sup>th</sup>, 2012

The undersigned (the "Members") hereby certify that the Members are all of the members of CE FLNG, LLC (the "Company") or all of the members or managers of the Company required by the Company's articles of organization or operating agreement or contract to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company organized under the laws of the State of Delaware and registered with the Louisiana Secretary of State in accordance with La. R.S. 12:1301, *et. seq.* or a foreign limited liability company authorized to do business in the State of Louisiana pursuant to a certificate of authority issued by the Louisiana Secretary of State pursuant to La. R.S. 12:1342, *et. seq.*

The Members hereby authorize, name, constitute and appoint: Sherman E. Bryant *(Use blank spaces to list the names of the individuals authorized to purchase and specify the combination, if any, of individuals required to purchase.)*

(referred to as "Authorized Individuals" whether one or more) for and in the name and on behalf of the Company to do the following until written instructions to the contrary are provided by the Company:

(a) Lease the following described property, to wit:

See Exhibit A

pursuant to an Act of Lease or any other applicable documents for such sum and consideration and on such other terms and conditions as the Authorized Individuals in the Authorized Individuals' sole and absolute discretion may deem proper;

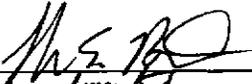
The Members hereby authorize the Authorized Individuals generally to do and perform any and all acts and to sign any and all lease agreements and other instruments or writings of any kind whatsoever necessary or required in collection herewith.

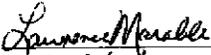
The Members agree that the Authorized Individuals are hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized in this Authority of Limited Liability Company to lease, upon such terms and conditions and in such form as the Authorized Individuals in their sole and absolute discretion deem necessary, advisable, or proper. The Company and all members thereof shall be bound by all instruments, documents, agreements and other writings executed by the Authorized Individuals.

The Members also agree that all transactions by any member or manager of the Company or any of the Authorized Individuals in the Company's name and for its account prior to the execution of this Authority of Limited Liability Company to lease are hereby approved, confirmed and ratified.

All persons, firms or corporations shall be entitled to rely on the authority granted herein to the Authorized Individuals unless and until written instructions to the contrary signed by the Members are received by them.

The Members hereby certify that the Company's taxpayer identification number is 46-0938459.

  
\_\_\_\_\_  
Member                     

  
\_\_\_\_\_  
Member Director

*RHS*

EXHIBIT A

A CERTAIN PARCEL OF GROUND, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging and appertaining, situated in Township 20 South, Range 18 East, Sections 17, 18, and 19, East of the Mississippi River, Plaquemines Parish, Louisiana, and being more fully described as follows:

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Thence in a southeasterly or downriver direction 2756.3 feet to the point of intersection with the line between Sections 19 and 20 (Latitude North 29 degrees 17 minutes 51.89 seconds, Longitude West 089 degrees 21 minutes 09.49 seconds);

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Thence in a northwesterly or upriver direction, along the Mean Low Water Plane of the Mississippi River, 2760 feet, more or less, to the POINT OF BEGINNING.

The above described property contains 125 acres, more or less, and is all and more fully shown on the attached Exhibit "A". Coordinates are 1983 North American Datum.

**CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY TO LEASE**

Date: September 18, 2012

The undersigned (the "Members") hereby certify that the Members are all of the members of ALLIANCE RIVER PROPERTIES, LLC (the "Company") or all of the members or managers of the Company required by the Company's articles of organization or operating agreement or contract to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company organized under the laws of the State of Delaware and registered with the Louisiana Secretary of State in accordance with La. R.S. 12:1301, et seq., or a foreign limited liability company authorized to do business in the State of Louisiana pursuant to a certificate of authority issued by the Louisiana Secretary of State pursuant to La. R.S. 12:1342, et seq.

The Members hereby authorize, name, constitute and appoint: George Pivach, II (referred to as "Authorized Individuals" whether one or more) for and in the name and on behalf of the Company to do the following until written instructions to the contrary are provided by the Company:

(a) Lease the following described property, to wit:

A CERTAIN PARCEL OF GROUND, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging and appertaining, situated in Township 20 South, Range 18 East, Sections 17, 18, and 19, East of the Mississippi River, Plaquemines Parish, Louisiana, and being more fully described as follows:

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Thence in a southwesterly direction, along the line between Sections 19 and 20, 1999.2 feet to the intersection with the Mean Low Water Plane of the Mississippi River (Latitude North 29 degrees 17 minutes 38.40 seconds, Longitude West 089 degrees 21 minutes 26.01 seconds);

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The above described property contains 125 acres, more or less. Coordinates are 1983 North American Datum.

pursuant to an Act of Lease or any other applicable documents for such sum and consideration and on such other terms and conditions as the Authorized Individuals in the Authorized Individuals' sole and absolute discretion may deem proper;

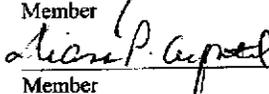
The Members hereby authorize the Authorized Individuals generally to do and perform any and all acts and to sign any and all lease agreements and other instruments or writings of any kind whatsoever necessary or required in connection herewith.

The Members agree that the Authorized Individuals are hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized in this Authority of Limited Liability Company to lease, upon such terms and conditions and in such form as the Authorized Individuals in their sole and absolute discretion deem necessary, advisable, or proper. The Company and all members thereof shall be bound by all instruments, documents, agreements and other writings executed by the Authorized Individuals.

The Members also agree that all transactions by any member or manager of the Company or any of the Authorized Individuals in the Company's name and for its account prior to the execution of this Authority of Limited Liability Company to lease are hereby approved, confirmed and ratified.

All persons, firms or corporations shall be entitled to rely on the authority granted herein to the Authorized Individuals unless and until written instructions to the contrary signed by the Members are received by them.

The Members hereby certify that the Company's taxpayer identification number is 72-1431909.

Member  
  
Member

Member  


**SURETY AGREEMENT**

**STATE OF LOUISIANA**

**PARISH OF PLAQUEMINES**

This agreement entered into this 19<sup>th</sup> day of September, 2012, by and between Cambridge Energy Group Limited, Guarantor; CE FLNG, LLC, Lessee; and Alliance River Properties, LLC, Lessor;

Whereas Alliance River Properties, LLC, as Lessor and CE FLNG, as Lessee have entered into a lease dated September 19, 2012, of that certain building and improvements located at the Premises indicated in Exhibit A, known as the demised Premises; and

Whereas, as a condition of the execution of the lease by Alliance River Properties, LLC (hereinafter Lessor), and CE FLNG, LLC (hereinafter Lessee), Lessor has requested and Cambridge Energy Group Limited has agreed to guarantee and be bound personally for all of the terms and conditions of the lease;

Now therefore, in consideration of the Premises and the mutual benefits to be derived by the parties hereto, including Lessee, the parties agree as follows:

Cambridge Energy Group Limited is made guarantor to that certain contract of lease by and between Alliance River Properties, LLC, as Lessor and CE FLNG, LLC as Lessee and dated September 19, 2012 and is bound with Lessee, IN SOLIDO, for the faithful execution of all the obligations to be performed on the part of Lessee, and further more waives all rights to a release from this obligation due to Lessor's failure to protest for non-payment of rent or due to granting of any extensions or indulgences to Lessee, or any modifications of the lease, or due to the filing of a bankruptcy, receivership or respite petition by or against Lessee or discharge in bankruptcy of Lessee, or upon Lessee's suspension, failure or insolvency, or to the appointment of a receiver for Lessee by any competent court.

THIS AGREEMENT is made and entered into effective this 19<sup>th</sup> day of September, 2012.

Cambridge Energy Group Limited

GUARANTOR

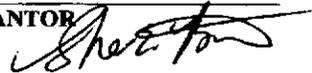


EXHIBIT A

A CERTAIN PARCEL OF GROUND, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging and appertaining, situated in Township 20 South, Range 18 East, Sections 17, 18, and 19, East of the Mississippi River, Plaquemines Parish, Louisiana, and being more fully described as follows:

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Thence in a northwesterly or upriver direction, along the Mean Low Water Plane of the Mississippi River, 2760 feet, more or less, to the POINT OF BEGINNING.

The above described property contains 125 acres, more or less, and is all and more fully shown on the attached Exhibit "A". Coordinates are 1983 North American Datum.

STATE OF LOUISIANA  
PARISH OF PLAQUEMINES

NOTICE OF LEASE

BE IT KNOWN that the following parties have entered into a lease of immovable property located in the Parish of Plaquemines, State of Louisiana. The parties thereto record this notice of lease pursuant to La. R.S. 9:2742.

1. NAMES OF PARTIES:

Lessor: Name: Alliance River Properties, LLC  
Address: 8311 Highway 23, Belle Chasse, LA 70037

Lessee: Name: CE FLNG, LLC  
Address: 1051 Parkside Commons, Suite 102, Greensboro, Georgia

2. DATE(S) OF EXECUTION OF LEASE

Lessor: September 11, 2012

Lessee: September 19<sup>th</sup>, 2012

3. DESCRIPTION OF PROPERTY

See Exhibit A

4. TERM OF LEASE

Primary term of [REDACTED] commencing [REDACTED]

5. RENEWAL, FIRST REFUSAL OR PURCHASE OPTIONS

[REDACTED]

6. This Notice of Lease is executed by the parties hereto in accordance with the provisions of La. R.S. 2742. It is the intention of the parties hereto that this Notice of Lease give notice of the Lease. This Notice of Lease may not be construed to otherwise grant any right in favor of or impose any obligation upon Lessor, Lessee, or any third party, it being the intention of the parties hereto that the rights and obligations of Lessor, Lessee, and any third party be described solely in the Lease.

LESSOR  
ALLIANCE RIVER PROPERTIES, LLC  
BY: \_\_\_\_\_  
NAME:  
TITLE:

LESSEE  
CE FLNG, LLC  
BY: \_\_\_\_\_  
NAME: Sherman E. Bryant  
TITLE: CEO

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EXHIBIT A

A CERTAIN PARCEL OF GROUND, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging and appertaining, situated in Township 20 South, Range 18 East, Sections 17, 18, and 19, East of the Mississippi River, Plaquemines Parish, Louisiana, and being more fully described as follows:

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The above described property contains 125 acres, more or less, and is all and more fully shown on the attached Exhibit "A". Coordinates are 1983 North American Datum.