

**GAS PURCHASE AGREEMENT**

This contract made and entered into this 24<sup>th</sup> day of February, 2026, by and between SOUTH COAST GAS COMPANY, INC., a Louisiana Corporation hereinafter referred to as "Buyer" and THE CITY OF THIBODAUX, a municipal corporation, hereinafter referred to as "Seller".

WHEREAS, Buyer is the owner of a gas pipeline and distribution facilities in the area; and

WHEREAS, Seller desires to sell and Buyer desires to purchase gas from seller at a location in Terrebonne Parish, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Seller and Buyer do hereby covenant and agree as follow:

ARTICLE I.

**GAS TO BE SOLD AND PURCHASED**

1) Seller agrees to sell and Buyer agrees to buy under the terms and provisions of this contract the quantities of gas hereinafter provided to be delivered.

ARTICLE II.

1) The point of delivery for gas sold and purchased hereunder shall be at the Seller's metering and regulation station. All metering equipment measuring the gas sol and purchased hereunder shall be furnished, installed , maintained and operated by seller in accordance with Articles III and IV of the attached Exhibit "A".

2) Title to the gas sold and purchased hereunder shall pass from Seller to Buyer after same has been delivered to Buyer at the point of delivery. (See Exhibit B)

ARTICLE III

**PIPELINE AND GATHERING FACILITIES**

1) Buyer shall furnish, install, maintain, and operate as its expense the facilities necessary to transport the gas subject hereto from the point of delivery.

2) Seller shall furnish, install, maintain and operate at its expense the facilities necessary to deliver the gas subject hereto to the point of delivery

3) All lines, installed by Buyer, shall be and remain the property of the Buyer. Each party shall have the right to remove its property after the expiration of this agreement.

ARTICLE IV

**QUANTITY**

1) Seller agrees to deliver during each month the total system requirements in accordance with Buyer's needs.

ARTICLE V

TERM

1) This contract shall become effective on October 9, 2025 and shall continue and remain in full force and effect for a period of five (5) years.

2) The CITY OF THIBODAUX is herein granted the option to renew this agreement for one (1) additional term of five (5) years beginning on the expiration date of the initial term. The option shall be automatically exercised unless the CITY OF THIBODAUX gives written notice of its intent not to renew or exercise said option.

ARTICLE VI

LIABILITY

1) If Seller shall have complied with all of the conditions herein, including but not limited to the quality and pressure of the gas delivered, it shall be in control and possession of the gas sold and purchased hereunder and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the point of delivery specified herein.

2) If Seller shall have complied with all of the conditions herein, including but not limited to the quality and pressure of the gas delivered, the Buyer shall be in control and possession of the gas sold and purchased hereunder and responsible for any damage or injury caused thereby after the same shall have been delivered to buyer at the point of delivery specified herein (See Exhibit "B"). If the gas does not meet the quality specifications set out in the Exhibit attached hereto, Seller shall remain responsible for all damages caused by the failure of said gas to meet the aforesaid quality specifications.

ARTICLE VII

PAYMENT

1) Seller shall render to Buyer on or about the tenth (10<sup>th</sup>) day of each month a statement of the total quantity of gas delivered hereunder during the previous month.

2) Buyer agrees to make payment to Seller on or about the thirtieth (30<sup>th</sup>) day of each month for all gas delivered hereunder during the preceding month.

3) Should Buyer fail to make payment as herein provided, interest thereon shall accrue at the rate of two percent (2%) below the prime rate charged by Chase Manhattan Bank of New York City per annum from the date such payment is due until same is paid. If such failure to pay continues for thirty (30) days, Seller may suspend deliveries of gas hereunder but the exercise of such right shall be in addition to any and all other remedies available to Seller.

ARTICLE VIII

NOTICES

1) Notices and all other communications provided to be given hereunder including statements and payments shall be deemed sufficiently given to Seller when deposited by Buyer in the United States Mail, postage prepaid, or by telegram and addressed as follows:

SOUTH COAST GAS CO., INC.  
P. O. BOX 470  
RACELAND, LA 70394

2) Notices and all other communications provided to be given hereunder shall be deemed sufficiently given to Buyer when in writing and when deposited by Seller in the United States Mail, postage prepaid, or by telegram, addressed to Buyer as follows:

DIRECTOR OF FINANCE  
CITY OF THIBODAUX, LA  
P. O. BOX 5418  
THIBODAUX, LA 70302

3) Buyer and Seller may change its address from time to time by notifying the other party of such change in writing.

ARTICLE IX

DELIVERY PRESSURE

1) The gas subject hereto shall be delivered to Buyer at such pressure as may be required by Buyer, but in no event shall Seller be obligated to deliver gas at the point of delivery in excess of 80 pounds per square inch gauge, or less than 60 pounds per square inch.

ARTICLE X

PRICES

1) The price to be paid by Buyer to Seller for gas delivered and received hereunder during each month from the date of first delivery shall be the cost of Seller's gas plus 10% per MCF.

ARTICLE XI

ASSIGNABILITY

1) The contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller did execute this contract in multiple originals on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, in the City of Thibodaux, State of Louisiana, after a due reading of the whole.

WITNESSES:

THE CITY OF THIBODAUX

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Kevin Clement, MAYOR

IN WITNESS WHEREOF, Buyer did execute this contract in multiple originals on the 24<sup>th</sup> day of February, 2026, in the City of Thibodaux, State of Louisiana, after a due reading of the whole.

WITNESS:

*Wendy A. Boudreaux*  
*Stacy M. Patten*

SOUTHCOAST GAS CO. INC.

*Michael St. Romain*  
\_\_\_\_\_  
Michael St. Romain

EXHIBIT "A"

ARTICLE I

TERMS

1) The term "day" shall mean a period beginning at 7:00 a.m., City of Thibodaux Local Time, and ending at 7:00 a.m., City of Thibodaux Local Time, on the next succeeding calendar day.

2) The term "month" shall mean the period beginning at 7:00 a.m., City of Thibodaux Local Time, on the first day of the calendar month and ending at 7:00 a.m., City of Thibodaux Local Time, on the first day of the next succeeding calendar month.

3) The term "year" shall mean a period of three hundred sixty-five (365) consecutive days beginning with first delivery or any anniversary date thereof; provided, however, that any such year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

4) The term "cubic foot of gas" shall mean the volume of gas which would occupy one (1) cubic foot of space when such gas is at a temperature of sixty (60) degrees Fahrenheit and at a pressure of fifteen and twenty-five thousandths (15.025) pounds per square inch absolute.

5) The term "MCF" is the abbreviation employed to denote one thousand (1,000) cubic feet.

6) The term "gas" shall include casinghead gas produced from a well classified as an oil well and/or gas produced from a well classified as a gas well.

7) The term "system" shall be that gas distribution system acquired by the Buyer from the Seller better known as the Johnson Ridge System.

ARTICLE II

QUALITY

1) The gas to be delivered by Seller hereunder shall be merchantable gas meeting the following specifications:

a) If not acceptable as noted in (b), (c), (d), (e) and (f) below, shall be separated prior to its delivery to Buyer

b) Shall be commercially free from objectionable dust, solid or liquid or gaseous matters, or liquifiable hydrocarbons which might interfere with proper operations of the lines, regulators, meters, or other appliance through which such gas flows.

c) Shall not contain more than five (5) grains of sulfur to each one hundred (100) cubic feet of gas.

d) Shall not contain more than one (1) grain of hydrogen sulfide to each one hundred (100) cubic feet of gas

e) Shall not contain more than seven (7) pounds of water per thousand (1,000) MCF of gas.

f) Shall not contain more than three (3) per cent by volume of carbon dioxide nor more than one (1) per cent by volume of oxygen.

g) Shall contain a minimum BTU rating of 1,000 BTU's per cubic foot.

h) Quality of gas delivered to South Coast will be contingent upon the quality of gas received by the City of Thibodaux from its supplier.

## ARTICLE IV

### METERING AND MEASUREMENT

1) Seller shall furnish, and Buyer shall maintain, and operate at its own expense, a meter, and any other measuring equipment necessary, to accurately measure the gas to be sold and purchased hereunder. Except as hereinafter provided, the measurement of gas for the purpose of this contract shall be by Seller's metering equipment only. Buyer at all reasonable times shall have the right to inspect Seller's metering equipment, but the reading, changing of charts, calibration and adjustment of such equipment shall be at Buyer's expense.

2) Buyer may install, maintain, and operate, at its own expense, such check measuring equipment as it desires, provided that such equipment shall be so installed as not to interfere with the operations of Seller's measuring equipment. Seller shall at all reasonable times have the right to inspect the check metering equipment installed by Buyer; but the reading, changing of charts, calibration and adjustment of such equipment shall be done only by Buyer.

3) All measuring equipment shall be installed and operated as prescribed in Gas Measurement Committee Report No. 3 dated April, 1955, of the American Gas Association, as amended.

4) The volume of gas sold and purchased hereunder shall be determined as follows:

a) The unit of volume, for the purpose of measurement, shall be the volume of gas which would occupy one (1) cubic foot of space when such gas is at a temperature of sixty (60) degrees Fahrenheit and a pressure of fifteen and twenty-five thousandths (15.025) pounds per square inch absolute.

b) The average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds per square inch irrespective of actual elevation or location of the point of delivery above sea level of variations in actual barometric pressure from time to time.

5) It is intended by the parties hereto that measurement of gas hereunder shall be in accordance with the provisions of the Standard Gas Measurement Law for the State of Louisiana in effect on the date of this agreement and in the event any of the provisions of this agreement conflict said law, the law shall control.

6) Buyer and Seller shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment (including the testing of gas) used in measuring, calculating or checking the measurement of gas hereunder. Buyer and Seller shall each give the other notice of the time of all readings, cleanings, changings, repairings, inspectings, calibrating and adjustments done in connection with the other's measuring equipment (including the testing of gas) so that the other may conveniently have its representatives present. The records from such measuring equipment (including the results obtained from the testing of gas) shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) days after receipt thereof.

7) Seller and Buyer shall preserve for the use of both parties for a period of three (3) years all of its test data, charts and other similar records pertaining to the sale and purchase of gas hereunder. After said three (3) year period, said test data, charts and records may be destroyed.

## ARTICLE V

### CHECKING OF METERS

1) Metering equipment installed hereunder shall be checked and calibrated at least once every

quarter by Seller and a written report provided to Buyer. If, upon any test, the percentage of inaccuracy of any metering equipment is bound to be in excess of two (2) per cent, registration thereof shall be corrected at the rate of such inaccuracy for a period extending back to the time such inaccuracy occurred, if such time is ascertainable and, if not ascertainable, then back one-half of the time elapsed since the last date of calibration. Following any test, metering equipment found inaccurate shall immediately be corrected or replaced. If for any reason Seller's metering equipment is out of service or out of repair so that the amount of gas delivered cannot be ascertained or computed from the reading thereof, the gas delivered during the period such meter is out of service or out of repair shall be estimated and agreed upon by the parties upon the best data available, using the first of the following methods which is feasible:

- a) By correcting the error if the percentage is ascertainable by calibration test or mathematical calculations.
- b) By estimating the quantity delivered, such estimate to be based upon deliveries under similar conditions during a period when the meter was registering accurately.

No adjustment of previous readings shall be made for recorded inaccuracies of two (2) percent or less, and if two (2) percent or greater, Seller shall give consideration to Buyer's metering device, if installed, at the point of delivery.

2) Seller shall have the right to require the metering equipment of Buyer to be calibrated at reasonable times, upon recorded inaccuracies shall be two (2) percent or greater, Buyer shall bear the costs of calibration, but if said recorded inaccuracies are less than two (2) percent, the expense of costs of calibration shall be borne by the Seller.

#### ARTICLE VI

##### FORCE MAJEURE

1) In the event of either party's being rendered unable wholly or in part by force majeure to carry out its obligations under this contract, other than the obligation to make payments of amounts due hereunder, it is agreed that on such party's giving notice and reasonably full particulars of such force majeure, in writing or by telegraph to the other party within a reasonable time after the occurrence of such cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

2) The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of the government, either federal or state, civil and military, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability of any party hereto to obtain necessary materials, supplies, or permits, inability of a gas customer of Buyer to receive gas because of force majeure conditions, and other causes whether of the kind herein enumerated or otherwise not reasonably within the control of the party claiming suspension. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such cause is inadvisable in the discretion of the party having the difficulty.

#### ARTICLE VII

1) The contract shall be subject to all applicable laws and official orders, rules, and regulations, both state and federal, and including (but not by way of limitation) all orders, rules, or regulations of the Office of Conservation of Louisiana, and should either party hereto be unable to perform its obligations hereunder or any of them by reason of any such law, order, rule or regulation, such party shall be excused from such compliance or performance to the extent so rendered unable to comply or perform.

**RESOLUTION**

At a meeting of the Board of Directors of South Coast Gas Company, Inc. held at Raceland, Louisiana on February 24, 2026, pursuant to due notice, at which a quorum of the Board was present, on a motion duly seconded, the following resolution was unanimously adopted:

RESOLVE, that the President is authorized to enter into a contract for the purchase of natural gas from the City of Thibodaux, all substantially in accordance with the terms of the proposed contract dated February 24, 2026, submitted by the City of Thibodaux to South Coast Gas Co., Inc.

This is to certify that the above is a true and correct extract from the meeting of the Board of Directors of the corporation held February 24, 2026.

---

Secretary

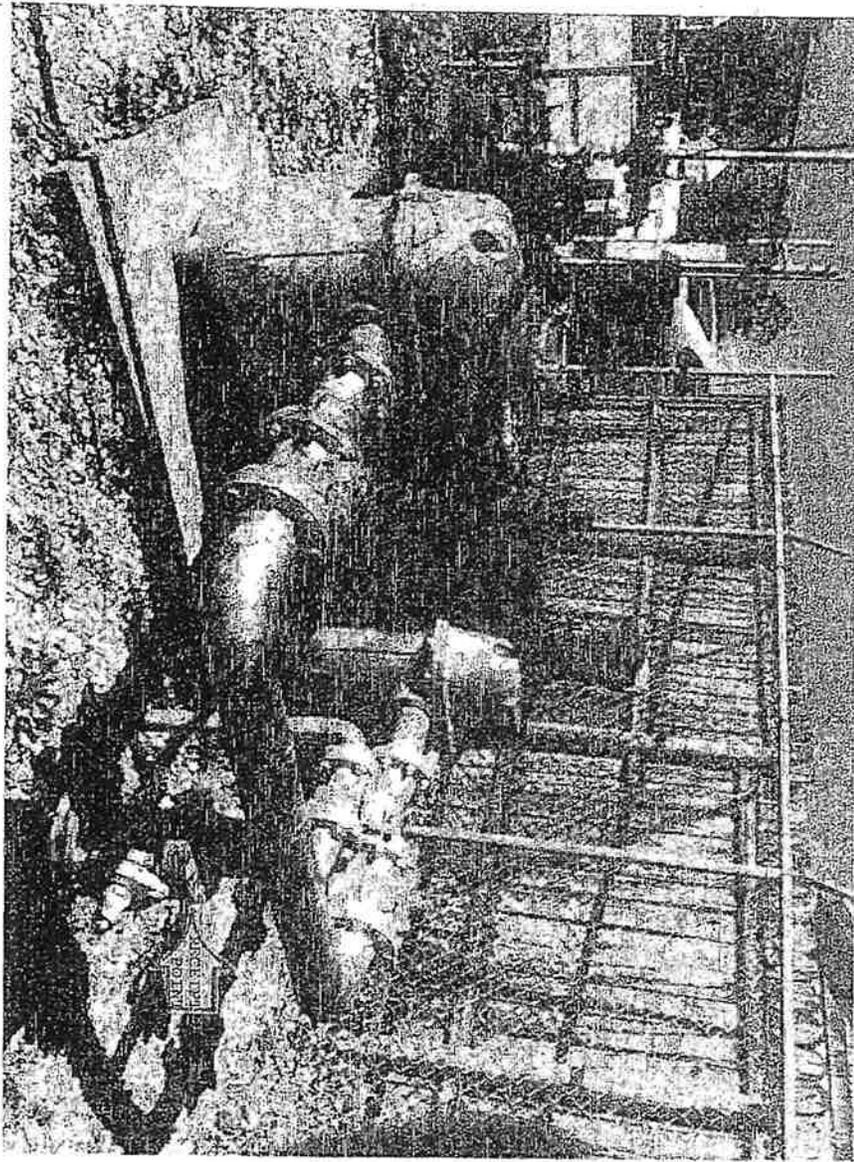


EXHIBIT B