



1100 Louisiana, Suite 3800
Houston, Texas 77002
(713) 780-9494

August 22, 2024

David B. Smith, P.E., City Engineer
505 Travis Street, Suite 300
Shreveport, LA 71101-1109

**Re: Agreement and Release
Use of Pines Road**

Dear Mr. Smith:

Paloma Natural Gas, LLC, a Delaware limited liability company with its principal place of business at 1100 Louisiana, Suite 3800, Houston, Texas 77002 ("Paloma") and the City of Shreveport, a Louisiana municipal corporation with its principal place of business at 505 Travis Street, Shreveport, Louisiana 71101 ("City"), hereby enter into this Agreement and Release ("Release") between the parties as it relates to certain road damage and repairs along a portion of Pines Road as of August 1, 2024 (the "Effective Date").

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Paloma and City hereby agree as follows:

1. As consideration for entering into this Release, Paloma shall pay to City the amount of Fifty Thousand Dollars (\$50,000.00) within fourteen (14) business days following the execution of this Agreement by both parties. The payment shall be made via check or wire transfer to the City.
2. City, on behalf of itself and its officers, directors, employees, contractors, affiliates, successors, and assigns, hereby releases, waives, and forever discharges Paloma and its officers, directors, employees, members, affiliates, successors, and assigns from any and all claims, demands, damages, actions, causes of action, suits, losses, liabilities, costs and expenses of every kind and nature whatsoever, whether now known or unknown, arising out of or in any way related to damages, losses or harm resulting from any increased traffic on Pines Road, related to Paloma's natural gas development activities and use of said road on or around or relating to the well site located near 8500-8600 Pines Road, City of Shreveport, Caddo Parish, Louisiana, whether such damages, losses or harm occurred or arose prior to, on or after the Effective Date of this Release.



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3. In consideration of the foregoing release, City hereby acknowledges that it has received good, valuable and sufficient consideration from Paloma and that City shall not hereafter seek to recover against Paloma for any claims or damages released herein.
4. This Release shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice of law principles. The courts of Louisiana shall have exclusive jurisdiction over any dispute arising out of or relating to this Release.
5. This Release represents the entire agreement between the parties relating to the subject matter hereof. This Release may only be modified in writing signed by both parties.

Agreed and accepted this _____ day of _____, 2024

PALOMA NATURAL GAS, LLC

CITY OF SHREVEPORT

Andrew N. Keck
General Counsel

[Name]
[Title]