

MOTION

NO. M-26-281

CITY HALL: July 9, 2026

BY: COUNCILMEMBER KING (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, through the Office of Economic Development, EMDRC Partners, LLC, and Greater New Orleans Future Energy Facility, LLC (GNOFEF) desire to enter into a Recognition, Non-Disturbance and Attornment Agreement (RNDA) to recognize and approve GNOFEF's sublease at the former Naval Support Activity (NSA) East Bank site, establish the rights and obligations of the parties under the Ground Lease and Sublease, and provide for the continuation of the Sublease if the underlying Ground Lease is terminated, for the remaining term of the Sublease, including any permitted extensions, at no cost to the City; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Recognition, Non-Disturbance and Attornment Agreement between the City of New Orleans, EMDRC Partners, LLC, and Greater New Orleans Future Energy Facility, LLC;

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the Recognition, Non-Disturbance and Attornment Agreement between the City of New Orleans and EMDRC Partners, LLC, and Greater New Orleans Future Energy Facility, LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “Agreement”), is made as of [_____, 2026], by and between **THE CITY OF NEW ORLEANS**, a municipal corporation of the State of Louisiana (the “City”), acting by its Mayor, **GREATER NEW ORLEANS FUTURE ENERGY FACILITY, LLC**, a Louisiana limited liability company (“GNOFEF”), acting by and through its undersigned authorized person, and **EMDRC PARTNERS, LLC**, a Louisiana limited liability company (“EMDRC”), acting by and through its undersigned authorized person.

WHEREAS, the City leased certain premises (the “Ground Lease Premises”) to EMDRC pursuant to that certain Former NSA East Bank Real Estate EMDRC Lease and Development Agreement dated as of November 2, 2016, as amended pursuant to that certain Amendment No. 1 to Former NSA East Bank Real Estate EMDRC Lease and Development Agreement dated August 16, 2021, and as subsequently amended pursuant to that certain Amendment No. 2 to Former NSA East Bank Real Estate EMDRC Lease and Development Agreement dated July 15, 2025 (as amended, the “Ground Lease”); and

WHEREAS, EMDRC subleased the portion of the Ground Lease Premises described on Exhibit A attached hereto and made a part hereof (the “Subleased Premises”) to GNOFEF pursuant to that certain Sub-Lease Agreement dated December 22, 2025 (the “Sublease”); and

WHEREAS, the parties hereto desire to confirm their respective rights and obligations to each other in and under the Ground Lease and the Sublease; and

WHEREAS, GNOFEF desires assurance that it shall not be disturbed in its possession of the Sublease or its rights under the Sublease in the event of the expiration or sooner termination of the Ground Lease; and

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Consents & Approvals.

a) The City hereby consents to EMDRC subleasing the Subleased Premises to GNOFEF pursuant to the Sublease, to the extent that it does not infringe upon the rights of the City contained in the Ground Lease. To the City’s knowledge, such subleasing is not a default by EMDRC under the Ground Lease. For purposes of this Agreement, the City’s “Knowledge” is defined as the actual knowledge of the Mayor of the City.

b) GNOFEF may, with prior written consent of the City, which consent shall not be unreasonably withheld, sublease portions of the Subleased Premises to

any sublessee whose use of the Subleased Premises will be of a type permitted by and consistent with applicable laws, the Ground Lease, and the Management Plan as defined in the Ground Lease. The City and EMDRC hereby consent to GNOFEF subleasing the Subleased Premises to New Lab New Orleans LLC, a Louisiana limited liability company ("New Lab"), and EMDRC agrees that New Lab is a Permitted Sublessee pursuant to, and as such term is defined in, the Sublease.

c) The City and EMDRC acknowledge that GNOFEF will use good faith efforts to comply with the DBE Requirements set forth on Exhibit H of the Ground Lease and the SEB/DBE Programs pursuant to Section 18.3(g) of the Sublease.

2. Governing Lease. So long as the Ground Lease shall be in force and effect:

a) Anything contained in the Ground Lease to the contrary notwithstanding, as between GNOFEF, EMDRC and the City and their respective successors in title, the rights and obligations of GNOFEF shall be governed by the terms and conditions of the Sublease. Notwithstanding the foregoing, however, nothing contained herein shall modify or otherwise affect or be construed as modifying or affecting the rights and obligations as between the City and EMDRC, its successors and assigns, under the Ground Lease.

b) In each instance, if any, where the Ground Lease or Sublease requires EMDRC to obtain the consent or approval of the City prior to undertaking any course of action permitted or required under the Sublease, the City hereby agrees that such consent or approval will not be unreasonably withheld, conditioned or delayed.

c) The City agrees, directly for the benefit of GNOFEF, that the City will duly perform its obligations as lessor contained in the Ground Lease.

d) The City agrees that (i) any insurance proceeds paid in respect of any damage or destruction to the Subleased Premises and/or improvements of GNOFEF or its subtenants on, within or above the Subleased Premises, and/or (ii) any awards made in respect of any taking of all or any part of the Subleased Premises and/or improvements of GNOFEF or its subtenants on, within or above the Subleased Premises to which the City may be or become entitled, shall be allocated, applied and/or paid over in the manner set forth in the Sublease.

3. Expiration or Termination of Ground Lease. Notwithstanding Section 19.4(b) of the Sublease, if the Ground Lease shall expire or terminate for any reason whatsoever prior to the expiration of the term of the Sublease (as may be extended pursuant to section 4.1 of the Sublease), GNOFEF and the City agree the Sublease shall automatically continue in full force and effect as a direct

lease between the City, as lessor, and GNOFEF, as lessee, with respect to the Subleased Premises for the then remaining term of the Sublease (as may be extended pursuant to section 4.1 of the Sublease), and containing the same terms, covenants and conditions as are set forth in the Sublease with the same force and effect as if the City and GNOFEF had originally entered into the Sublease as landlord and tenant thereunder, and the City agrees that it shall not disturb GNOFEF's possession under the Sublease so long as no Event of Default (as defined in the Sublease) exists thereunder or if such Event of Default exists, so long as the same has been cured or shall be in the process of being cured or shall be waived, all as provided in the Sublease; and the City further shall perform each and all of the obligations of lessor under the Ground Lease with respect to the Subleased Premises.

4. [Reserved.]

5. [Reserved].

6. Right to Cure. Notwithstanding any default by EMDRC under the Ground Lease, the City agrees that it shall take no action to terminate the Ground Lease because of EMDRC's default thereunder until it shall first have given GNOFEF notice stating its intention to terminate the Ground Lease and an opportunity to cure the default of EMDRC thereunder within thirty (30) days after such notice in the case of monetary defaults and within sixty (60) days after such notice in the case of non-monetary defaults or if such non-monetary default may not be cured within such sixty (60) days such time as may be necessary to cure such default so long as GNOFEF commences to cure such default within such sixty (60) day period and thereafter diligently pursues such cure.

7. Warranties and Representations of GNOFEF. In entering into and executing this Agreement, GNOFEF warrants and represents to the City as follows:

(a) GNOFEF complies with Section 2-8 (c) of the Code of the City of New Orleans. No principal, member, or officer of GNOFEF has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records;

(b) GNOFEF has not employed or retained any company or person, other than a bona fide employee working solely for GNOFEF or an independent contractor (such as attorneys and consultants) working directly for GNOFEF, to solicit or secure this Agreement. GNOFEF has not paid or agreed to pay any person, other than a bona fide employee working for GNOFEF, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract; and

(c) It is agreed that GNOFEF will abide by all provisions of City Code Sec. 2-1120, including but not limited to City Code Sec. 2-1120 (12), which requires GNOFEF to provide the Office of Inspector General with documents and information as requested. In signing this Agreement, GNOFEF agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

8. Warranties, Representations and Covenants of the City and EMDRC. As of the date hereof, EMDRC warrants and represents to GNOFEF, and the City warrants and represents to GNOFEF to its Knowledge and without a duty to investigate, as follows: (a) there have been no amendments, supplements, modifications or revisions to the Ground Lease other than those specified in the Recitals to this Agreement, (b) the Ground Lease is in full force and effect and is the valid and binding obligation of the City and EMDRC, (c) the City's termination rights pursuant to Section 9.13 of the Ground Lease have not been exercised, (d) neither the City nor EMDRC is in default under the Ground Lease, and no event or condition, or state of facts exist which, with the giving of notice or passage of time, or both, could result in such a default under the Ground Lease, (e) as of the date hereof, there are no existing past-due claims which the City has against EMDRC with respect to or arising under the Ground Lease, (f) neither the City nor EMDRC has commenced any action or given or received any notice for the purpose of terminating the Ground Lease and (g) all rents, additional rent, and other sums due and payable under the Ground Lease have been paid in full.
9. Notice. Any notice provided to pursuant to this Agreement shall be provided in accordance with Schedule I attached hereto.
10. Captions. The captions of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope of, or intent of, this Agreement or in any way affect this Agreement.
11. Entire Agreement; Governing Law. This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. This Agreement may be executed in multiple counterparts, each of which will be considered an original but all of which together shall constitute one instrument.
12. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns. This Agreement and the covenants contained herein are intended to run with and bind all lands affected hereby.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

WITNESSES:

THE CITY OF NEW ORLEANS

Printed Name:

By: _____
Helena Moreno, Mayor

Printed Name:

**APPROVED AS TO
FORM AND LEGALITY:**

Law Department

CITY OF NEW ORLEANS, CITY COUNCIL

By: _____
City Council President

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

WITNESSES:

Printed Name:

Printed Name:

GREATER NEW ORLEANS FUTURE ENERGY FACILITY, LLC, a Louisiana limited liability company

By: Community Foundation Realty, Inc., a Louisiana non-profit corporation,
Its Manager

By: _____
Name: Chris J. Meyer
Title: President

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

WITNESSES:

EMDRC PARTNERS, LLC

Printed Name:

By: _____
Name:
Title:

Printed Name:

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF NEW ORLEANS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, personally came and appeared the Honorable Helena Moreno, to me known, who did declare and acknowledge to me, Notary, and the undersigned competent witnesses, that she is the Mayor of New Orleans, State of Louisiana, that as such duly authorized officer, by and with the authority of the City Council of The City of New Orleans, she signed and executed the foregoing instrument as the free and voluntary act and deed of and on behalf of The City of New Orleans, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer and witnesses and I as Notary have hereunto affixed our hands this ____ day of _____, 2026.

WITNESSES:

THE CITY OF NEW ORLEANS

Printed Name:

By: _____
Helena Moreno, Mayor

Printed Name:

NOTARY PUBLIC

Printed Name: _____

Bar Roll No. _____

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared Chris J. Meyer, to me known, who did declare and acknowledge to me, Notary, and the undersigned competent witnesses, that he is the President of Community Foundation Realty, Inc., a Louisiana non-profit corporation, as Manager of GREATER NEW ORLEANS FUTURE ENERGY FACILITY, LLC, a Louisiana Limited liability company, and that as such Authorized Party, by and with authority, he signed and executed the foregoing instrument as the free and voluntary act and deed of and on behalf of GREATER NEW ORLEANS FUTURE ENERGY FACILITY, LLC, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer and witnesses and I as Notary have hereunto affixed our hands this ____ day of _____, 2026.

WITNESSES:

Printed Name:

Printed Name:

GREATER NEW ORLEANS FUTURE ENERGY FACILITY, LLC, a Louisiana limited liability company

By: Community Foundation Realty, Inc.,
a Louisiana non-profit corporation,
its Manager

By: _____
Name: Chris J. Meyer
Title: President

NOTARY PUBLIC

Printed Name: _____

Bar Roll No. _____

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared _____, to me known, who did declare and acknowledge to me, Notary, and the undersigned competent witnesses, that he/she is the _____ of EMDRC PARTNERS, LLC, a Louisiana Limited liability company, and that as such _____, by and with the authority of the members of said company, [he/she] signed and executed the foregoing instrument as the free and voluntary act and deed of and on behalf of EMDRC PARTNERS, LLC, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer and witnesses and I as Notary have hereunto affixed our hands this ____ day of _____, 2026.

WITNESSES:

EMDRC PARTNERS, LLC

Printed Name:

By: _____

Name:

Title:

Printed Name:

NOTARY PUBLIC

Printed Name: _____

Bar Roll No. _____

EXHIBIT A
DESCRIPTION OF SUBLEASED PREMISES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE PARISH OF ORLEANS, STATE OF LOUISIANA, AND IS DESCRIBED AS FOLLOWS:

The land and a portion of the improvements located on Lot 1A of the NSA East Bank, including, without limitation, all appurtenances, rights, easements, servitudes and privileges thereunto belonging or in any way appertaining to Lot 1A (designation pursuant to that certain Declaration of Title Change by Subdivision resubdividing Lots 1, 2, 3, 4, 5 and 6, of the Former NSAEB, being all or part of Original Squares 35, 36, 37, 38, 126, 127, 128, 184, 185, 186, 235 and 236 into Lots 1A, 2 A, and 3 A of New Square 185A, Third District City of New Orleans, Orleans Parish, Louisiana, by BFM Corporation LLC, a Professional Land Surveying Company, dated as of May 29, 2024 and recorded on August 8, 2024 at CIN 745005 and Instrument No. 2024-23829).

SCHEDULE 1
Notices

All notices, requests, or demands required or permitted by this Agreement to shall be given to or made by either hand-delivery, certified U.S. mail, return receipt requested, or via overnight delivery with a nationally recognized courier, to the following addresses:

City: City of New Orleans
Office of the Mayor
1300 Perdido Street, 2nd Floor
New Orleans, LA 70112
Attention: Helena Moreno

with a copy to:

City of New Orleans
Law Department
1300 Perdido Street, Room 5E03
New Orleans, LA 70112
Attention: City Attorney

GNOFEF: Greater New Orleans Future Energy Facility, LLC
c/o Community Foundation Realty Inc.
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Attention: Chris J. Meyer

with copies to:

Baton Rouge Area Foundation
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Attention: Edmund J. Giering IV

and

Jones Walker LLP
201 St. Charles Ave., 51st Floor
New Orleans, Louisiana 70170
Attention: Jonathan Katz

EMDRC: EMDRC Partners, LLC
Attn: Brian C. Gibbs
400 Poydras St. Suite #2620 New Orleans, LA 70130

with a copy to:

Dwyer, Cambre & Suffern PLC
3000 West Esplanade Ave, Suite 200
Metairie, LA 70002
Attn: Laura Carroll

All notices shall be deemed received either on the date of hand-delivery, on the third business day following deposit in the U.S. mail, or on the first business day following deposit of same with a nationally recognized, over-night courier, as applicable.

4827518.1



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: Office of Economic Development

Name of Contact Person: Andrew Bagnato

Telephone Number: 504 658 4939

Email Address: andrew.bagnato@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To recognize and approve the sublease of a portion of the Naval Support Activity (NSA) East Bank site to Greater New Orleans Future Energy Facility, LLC (GNOFEF) for the New Lab Energy Incubator project, establish the rights and obligations of the parties, and ensure continuity of GNOFEF's leasehold interest in the event the underlying ground lease is terminated.

2. **The parties involved:** The City of New Orleans and GNOFEF

3. **The obligations, expectations, and deliverables of the parties involved:** The agreement recognizes the City's consent to the sublease, confirms the parties' respective rights and obligations under the Ground Lease and Sublease, permits GNOFEF to occupy and operate the Subleased Premises, provides non disturbance protections, and establishes that the City will become GNOFEF's direct landlord if the Ground Lease terminates prior to expiration of the sublease.

4. **The duration of the contract:** Effective upon execution for the remaining term of the Sublease, including any permitted extensions.

5. **The cost and any fiscal implications of the contract for the City:** There is no direct financial cost to the City associated with the agreement. The RNDA memorializes the parties' rights and obligations regarding the existing Ground Lease and Sublease and does not appropriate or obligate City funds.


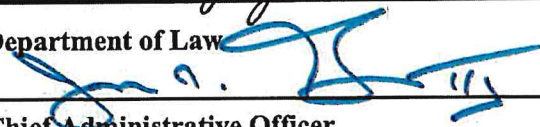
6. **Describe disadvantaged business enterprise (DBE) participation:** GNOFEF agrees to use good faith efforts to comply with the DBE requirements contained in Exhibit H of the Ground Lease and the SEB/DBE program requirements set forth in the Sublease.

Name Andrew Bagnato Ext. 84939
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: K26 – 464; BRASS # 8892 Recognition, Non-Disturbance and Attornment Agreement (RNDA) recognizing Greater New Orleans Future Energy Facility, LLC’s (GNOFEF) sublease at the former NSA East site and providing for continuation of the sublease if the underlying ground lease is terminated.

- 1. 
Department Head
- 2. Melissa Quigley
Department of Law
- 3. 
Chief Administrative Officer
- 4. _____
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

| | |
|---------------------------|-------------------------------|
| <u>AMENDMENTS:</u> | <u>FINAL ADOPTION:</u> |
| _____ | MOVED: |
| _____ | 2ND: |
| _____ | YEAS: |
| _____ | NAYS: |
| _____ | ABSENT: |
| _____ | RECUSED: |

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.