

1 Introduced October 28, 2014, by Mrs.  
2 Harbison, seconded by Mr. Borchert, (by  
3 request of Administration)

4 **Item No. 14-10-3064**

5 **ORDINANCE NO. 3754**

6  
7 AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
8 COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE CITY  
9 OF SLIDELL, STATE OF LOUISIANA, NORTHSORE SQUARE  
10 ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND  
11 SIZELER NORTH SHORE GENERAL PARTNERSHIP, RELATING TO  
12 THE COLLECTION, USE AND EXPENDITURE OF A ONE-HALF OF  
13 ONE PERCENT (0.50%) SALES AND USE TAX TO BE LEVIED IN SAID  
14 DISTRICT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION  
15 THEREWITH.

16 WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of  
17 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "Act") authorizes municipalities,  
18 parishes and certain other local governmental subdivisions to create economic  
19 development districts to carry out the purposes of the Act, which economic development  
20 districts are political subdivisions of the State of Louisiana and possess such power and  
21 authority and have such duties as provided by the Act and other law; and

22 WHEREAS, pursuant to the Act, the City of Slidell, State of Louisiana (the "City"),  
23 acting through this City Council as its governing authority, adopted Ordinance No. 3748  
24 on October 28, 2014, creating the "Northshore Square Economic Development District,  
25 State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32, from which  
26 District local and State sales tax increments are expected to be determined and used to  
27 fund the Northshore Square Economic Development District Trust Fund; and

28 WHEREAS, La. R.S. 33:9038.39 further permits such economic development  
29 districts to levy sales and use taxes for authorized purposes and in accordance  
30 therewith the District, acting through the City Council of the City of Slidell as its  
31 governing authority, adopted an ordinance on December 9, 2014, levying an additional  
32 sales and use tax of one-half of one percent (0.50%) in the District (the "EDD Tax"); and

33 WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides  
34 that a political subdivision may exercise and perform any authorized power and  
35 function, including financing, jointly or in cooperation with one or more political  
36 subdivisions, either within or without the state, or with the United States or its agencies;  
37 and

38 WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974  
provides that the state and its political subdivisions or political corporations may engage  
in cooperative endeavors with each other, with the United States or its agencies, or with  
any public or private association, corporation, or individual; and

ORDINANCE NO. 3754

ITEM NO. 14-10-3064

PAGE 2

1           WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised  
2 Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) (the "The Local Services  
3 Law"), provides that political subdivisions may engage jointly in the construction,  
4 acquisition or improvement of any public project or improvement, the promotion and  
5 maintenance of any undertaking or the exercise of any power, provided at least one of  
6 the participants is authorized under a provision of general or special law to perform such  
7 activity or exercise such power as may be necessary for completion of the undertaking;  
8 and

9           WHEREAS, under The Local Services Law such arrangements may provide for  
10 the joint use of funds, facilities, personnel or property or any combination thereof  
11 necessary to accomplish the purposes of the agreement, and such agreements may  
12 include but are not limited to activities concerning the construction or acquisition or  
13 improvement, and operation, repair and maintenance of public projects or  
14 improvements; and

15           WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as  
16 amended (La. R.S. 33:9020, *et seq.*) (the "Cooperative Economic Development Law"),  
17 provides that local governmental subdivisions (including municipalities) may cooperate  
18 or engage in cooperative endeavors providing for cooperative financing of economic  
19 development projects with other local governmental subdivisions or with any other  
20 private or public entity or person, for the purpose of aiding in cooperative development,  
21 all as defined in the Cooperative Economic Development Law; and

22           WHEREAS, the City and the District wish to enter into a cooperative endeavor  
23 agreement with Sizeler North Shore General Partnership (the "Company") providing for  
24 the reimbursement of certain development costs of the Company at Northshore Square  
25 Mall (the "Mall") from the net revenues of the EDD Tax and, in certain circumstances,  
26 from the proceeds of 50% of the City's 1962 Sales Tax collected in certain anchor  
27 stores at the Mall;

28           NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City  
29 of Slidell, State of Louisiana (the "City Council"), acting as the governing authority of the  
30 City and the District, that it finds and determines that the Northshore Square Mall is a  
31 significant source of revenues for the City, both in terms of property taxes and sales  
32 taxes, and that the continued viability of Northshore Square Mall and its ability to attract  
33 retail and commercial tenants and customers is important both to the financial health of  
34 the City because of the taxes generated therein, as well as to the quality of life for  
35 residents of the City and surrounding areas who contribute to the tax base of the City by  
36 visiting and shopping at the Northshore Square Mall.

37           BE IT FURTHER ORDAINED by the City Council, acting as the governing  
38 authority of the City, that the Mayor of the City is hereby authorized, empowered, and  
39 directed to execute, for and on behalf of the City a Cooperative Endeavor Agreement by  
40 and among the City, the District and Sizeler North Shore General Partnership (the  
41 "Company") or its designee (the "CEA"), the CEA to be substantially in the form and to

1 contain substantially the terms and provisions set forth in the CEA attached hereto as  
2 Exhibit A, with such changes as may be approved by said officer upon the advice of  
3 counsel.

4 BE IT FURTHER ORDAINED by the City Council, acting as the governing  
5 authority of the District, that the Mayor of the City and President of this City Council are  
6 hereby authorized, empowered, and directed to execute the CEA, for and on behalf of  
7 the District, the CEA to be substantially in the form and to contain substantially the  
8 terms and provisions set forth in the CEA attached hereto as Exhibit A, with such  
9 changes as may be approved by said officers upon the advice of counsel.

10 BE IT FURTHER ORDAINED by the City Council, acting as the governing  
11 authority of the City and the District, that by entering into the CEA it is not the intent of  
12 the City or the District to enter into a gratuitous transfer of public funds because the City  
13 and the District expect that they will each receive something of value in return for the  
14 performance of their obligations under the CEA, including:

15 (a) in the case of the City, the promotion of economic development in the City,  
16 the creation of jobs, enhancement of the property tax and sales tax base of the City,  
17 and the generation of revenues for infrastructure and other necessary capital  
18 expenditures in and for the City; and

19 (b) in the case of the District, the promotion of economic development in the  
20 District, the creation of jobs, the enhancement of the property tax and sales tax base of  
21 the District, and the generation of revenues for infrastructure and other necessary  
22 capital expenditures in and for the District.

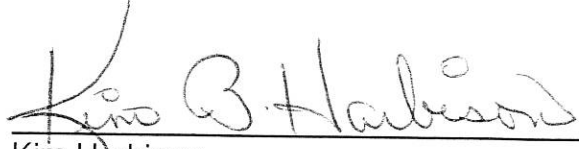
23 Additionally, the City, the District and the Company will have reciprocal  
24 obligations relating to the satisfaction of the additional requirements set forth in the CEA  
25 with respect to the allocation, expenditure and use of the sales tax revenues described  
26 in the CEA.

27 BE IT FURTHER ORDAINED that if any provision of item of this ordinance or the  
28 application thereof is held invalid, such invalidity shall not affect other provisions, items  
29 or applications of this ordinance which can be given effect without the invalid provisions,  
30 items or applications and to this end the provisions of this ordinance are hereby  
31 declared severable.

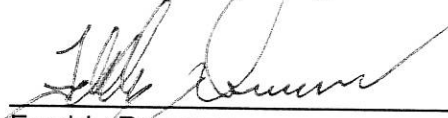
32 BE IT FURTHER ORDAINED that all ordinances or resolutions or parts thereof in  
33 conflict herewith are hereby repealed, that this ordinance shall be published one time in  
34 the official journal of the City, and that this ordinance shall become effective upon  
35 approval by the Mayor.  
36  
37  
38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

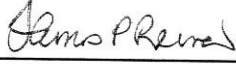
ADOPTED THIS 9th day of December, 2014.



Kim Harbison  
President of the Council  
Councilwoman-at-Large



Freddy Drennan  
Mayor



Thomas P. Reeves  
Council Administrator

DELIVERED 2:05 p.m. 12/11/14 to the Mayor
RECEIVED 1:00 p.m. 12/19/14 from the Mayor

FORM OF  
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated \_\_\_\_\_, 2014, is by and among:

**CITY OF SLIDELL, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through Freddy Drennan, its Mayor, duly authorized hereunto by virtue of an ordinance adopted by the governing authority of the City on December 9, 2014, whose mailing address is 2045 Second Street, Slidell, Louisiana 70458;

**NORTHSHORE SQUARE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA** (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through Freddy Drennan, Mayor of the City of Slidell and Kim Harbison, President of the Slidell City Council, both duly authorized hereunto by virtue of an ordinance adopted by the governing authority of the District on December 9, 2014, whose mailing address is 2045 Second Street, Slidell, Louisiana 70458;

**WHO DECLARED** that they are each a political subdivision of the State of Louisiana and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, The Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.), by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, with

**SIZELER NORTH SHORE GENERAL PARTNERSHIP** (the "Company"), a Delaware Partnership appearing herein through Morguard Management Company Inc., by John Talano, its Vice President, duly authorized hereunto whose mailing address is 2542 Williams Blvd., Kenner, Louisiana 70062.

WITNESSETH

**WHEREAS**, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.) (the "Act") authorizes municipalities,

1 parishes and certain other local governmental subdivisions to create economic  
2 development districts to carry out the purposes of the Act, which economic development  
3 districts are political subdivisions of the State of Louisiana and possess such power and  
4 authority and have such duties as provided by the Act and other law; and

5 **WHEREAS**, pursuant to the Act, the City, acting through the Slidell City Council  
6 as its governing authority, adopted Ordinance 3748 on October 28, 2014, creating the  
7 District, in accordance with La. R.S. 33:9038.32, with boundaries as set forth on Exhibit  
8 A hereto, from which District local and State sales tax increments are expected to be  
9 determined and used to fund the Northshore Square Economic Development District  
10 Trust Fund (the "Trust Fund"); and

11 **WHEREAS**, La. R.S. 33:9038.39 further permits such economic development  
12 districts to levy sales and use taxes up to two percent (2.00%) for authorized purposes  
13 and in accordance therewith the District, acting through the City Council of the City of  
14 Slidell as its governing authority, adopted an ordinance on December 9, 2014, levying  
15 an additional sales and use tax of one-half of one percent (0.50%) in the District (the  
16 "EDD Tax"); designating the full amount of the EDD Tax as the tax increment in the  
17 District from which local tax increments will be determined and used to finance  
18 economic development projects in the District in accordance with and as authorized by  
19 Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended;  
20 designating the initial annual baseline collection rate and establishing a monthly  
21 baseline collection rate for the District; pledging and dedicating such tax increment to  
22 reimburse economic development costs and providing for other matters in connection  
23 with the foregoing; and

24 **WHEREAS**, the net proceeds of the EDD Tax (after paying the reasonable and  
25 necessary costs and expenses of collection and administering the EDD Tax, and after  
26 deduction of the Administrative Charge, as hereinafter defined), will be paid into the  
27 Trust Fund and are dedicated and will be used to pay the costs of economic  
28 development projects, as defined in the Act, particularly in La. R.S. 33: 9038.34(M) and  
29 La. R.S. 33:9038.36; and

30 **WHEREAS**, the City is currently levying a one percent (1%) sales and use tax  
31 pursuant to an election held in the City on November 27, 1962, at which election the  
32 following proposition was approved:

33 **PROPOSITION**

34 Shall the City of Slidell, Louisiana, through its Mayor and Board of  
35 Aldermen, the governing authority thereof, under the authority of Sub-Part  
36 D of Part I of Chapter 6 of Title 33 of the Louisiana Revised Statutes of  
37 1950 (R.S. 33:2711, et seq.), be authorized to levy and collect within said  
38 City a tax of one per cent (1%) upon the sale at retail, the use, the lease or  
rental, the consumption and the storage for use or consumption of tangible  
personal property and upon the sale of services as defined in R.S. 47:301

1 et seq., inclusive, with the proceeds of such tax to be dedicated and used  
2 for the purposes of constructing, re-surfacing, lighting and improving  
3 public streets, sidewalks and bridges; constructing, purchasing, improving,  
4 maintaining and operating recreational facilities and equipment; and  
5 constructing acquiring or improving lands, buildings and any work of  
6 permanent public improvement, including equipment and furnishings  
7 therefor, title to which shall be in the public?

8 **WHEREAS**, the aforesaid 1% sales tax was rededicated pursuant to an election  
9 held in the City on April 4, 1981, at which election the following proposition was  
10 approved:

11 **PROPOSITION NO. 3**

12 Proposition to undedicate fifty percent (50%) of the sales tax collected by  
13 the City of Slidell for the purpose of making said fifty percent (50%) of said  
14 tax available for use by the City as may be deemed necessary by the  
15 Mayor and the governing authority.

16 **WHEREAS**, Article VI, Section 20 of the Louisiana Constitution of 1974 provides  
17 that a political subdivision may exercise and perform any authorized power and  
18 function, including financing, jointly or in cooperation with one or more political  
19 subdivisions, either within or without the state, or with the United States or its agencies;  
20 and

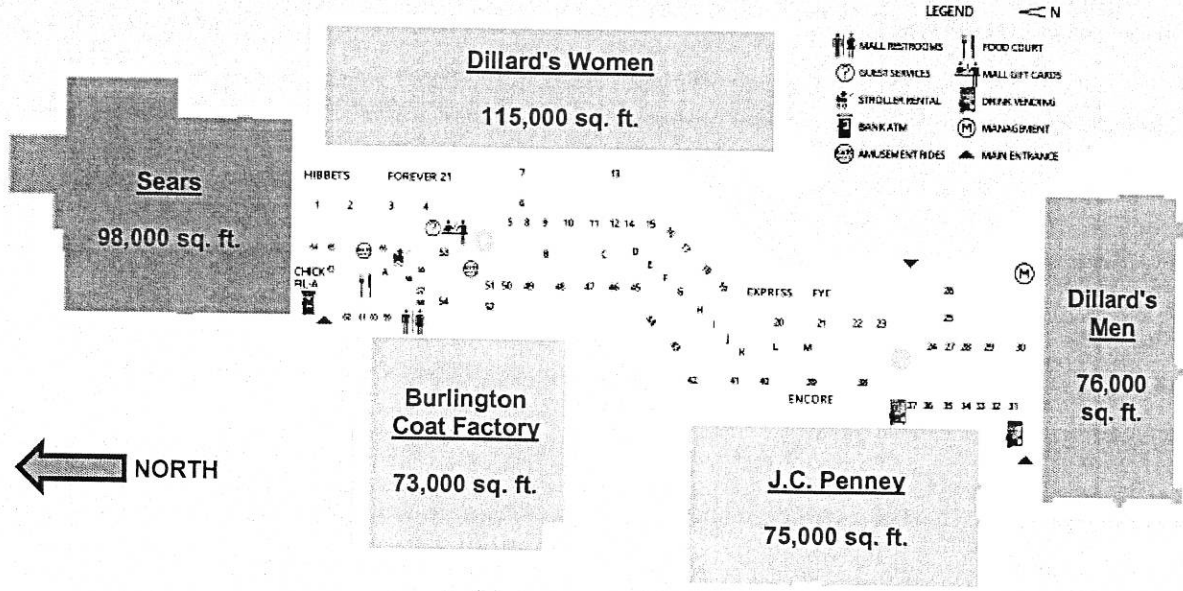
21 **WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974  
22 provides that the state and its political subdivisions or political corporations may engage  
23 in cooperative endeavors with each other, with the United States or its agencies, or with  
24 any public or private association, corporation, or individual; and

25 **WHEREAS**, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised  
26 Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) (the "The Local Services  
27 Law"), provides that political subdivisions may engage jointly in the construction,  
28 acquisition or improvement of any public project or improvement, the promotion and  
29 maintenance of any undertaking or the exercise of any power, provided at least one of  
30 the participants is authorized under a provision of general or special law to perform such  
31 activity or exercise such power as may be necessary for completion of the undertaking;  
32 and

33 **WHEREAS**, under The Local Services Law such arrangements may provide for  
34 the joint use of funds, facilities, personnel or property or any combination thereof  
35 necessary to accomplish the purposes of the agreement, and such agreements may  
36 include but are not limited to activities concerning the construction or acquisition or  
37 improvement, and operation, repair and maintenance of public projects or  
38 improvements; and







1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

**"Annual Base Amount"** shall mean the aggregate amount of EDD Tax collected by the District during the most recently completed Fiscal Year prior to the Effective Date (i.e. the Fiscal Year ended June 30, 2014), which has been determined to be zero dollars (\$0), and has been certified as such by the City's chief financial officer in accordance with La. R.S. 33:9038.34(C).

**"Annual EDD Tax Increment"** shall mean the amount by which the EDD Tax collected during any Fiscal Year exceeds the Annual Base Amount. The Annual EDD Tax Increment shall consist of and equal to the aggregate of Monthly EDD Tax Increments during each applicable Fiscal Year.

**"Approved Anchor Store Project"** shall mean cost incurred by the Company for the renovation, reconstruction and/or rehabilitation of any Anchor Store that is eligible for reimbursement pursuant to Article V of this Agreement, provided that (a) such renovation, reconstruction and/or rehabilitation is for the purpose of making such Anchor Store space suitable for use by one or more replacement retail or commercial tenant or tenants, (b) qualifies as an "Economic Development Project" under the Act and (c) the cost and scope of such renovation, reconstruction and/or rehabilitation is approved by the City Council in its sole and unfettered discretion, prior to the commencement of renovation or rehabilitation as provided in Article V below. There may be one or more such Approved Anchor Store Projects during the term of this Agreement. The construction of a wholly new anchor store or stores that are substantially outside the footprints of the Anchor Stores shown above in the definition of Anchor Store may qualify as an Approved Anchor Store Project hereunder with the prior approval of the City Council, if such new construction substantially replaces an existing Anchor Store that has closed, vacated or ceases operations as described in Section 5.01 below.

1           **"Available Portion of the City's 1962 Sales Tax"** shall mean the 50% portion of  
2 the 1962 Sales Tax that may be used by the City as may be deemed necessary by the  
3 Mayor and the City Council pursuant to the rededication election held in the City on April  
4 4, 1981, specifically limited to the amount of such 50% portion that is collected by the  
5 City within an Anchor Store that has been renovated and/or rehabilitated as an  
6 Approved Anchor Store Project in the manner provided by Article V of this Agreement.

7           **"City"** shall mean the City of Slidell, State of Louisiana.

8           **"City Council"** shall mean the City Council of the City of Slidell, State of  
9 Louisiana, in its capacity as governing authority of the City and/or the District.

10           **"Company"** shall mean Sizeler North Shore General Partnership, a Delaware  
11 partnership, and its successors and assigns.

12           **"Cost of the Initial Renovation Project"** shall mean the sum of \$36,150,993, as  
13 detailed on Exhibit B hereto.

14           **"District"** shall mean the Northshore Square Economic Development District,  
15 State of Louisiana, the boundaries of which are shown on Exhibit A hereto, and any  
16 expanded geographical area as the City Council shall designate by ordinance following  
17 the Effective Date in accordance with the Act. Notwithstanding the terms of Section  
18 6.12 hereof, no amendment to this Agreement or to Exhibit A hereto shall be required in  
19 the event the City expands the District's boundaries to encompass adjacent areas.

20           **"Economic Development Project"** shall mean, without limitation, any and all  
21 projects suitable to any industry determined by the City and the District, to create  
22 economic development, including, without limitation, public works and infrastructure and  
23 projects to assist the following industries (as set forth at La. R.S. 33:9038.34(M), within  
24 the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- 25           (a) Industrial, manufacturing, and other related industries.  
26           (b) Housing and related industries.  
27           (c) Hotel, motel, conference facilities, and related industries.  
28           (d) Commercial, retail, and related industries.  
29           (e) Amusement, places of entertainment, theme parks, and any other tourism-  
30 related industry.  
31           (f) Transportation-related industries.  
32           (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance,  
33 laboratory, and related industries.  
34  
35  
36  
37  
38

1 (h) Any other industry determined by the local governmental subdivision or  
2 issuer of revenue bonds, as appropriate, whose assistance will result in  
3 economic development.

4 **"EDD Sales Tax Ordinance"** shall mean, collectively, the ordinances or  
5 resolutions of the City Council adopted in connection with the levy and collection of the  
6 EDD Tax.

7 **"EDD Tax"** shall mean the one-half of one percent (0.50%) sales and use tax  
8 levied by the District pursuant to Ordinance 3753 adopted by the City Council on  
9 December 9, 2014, and collected on the sale at retail, the use, the lease or rental, the  
10 consumption and storage for use or consumption of tangible personal property and on  
11 sales of services, all defined in the Uniform Local Sales Tax Code (La. R.S. 47:337.1, et  
12 seq.), as it may be amended from time to time, or any other appropriate provision or  
13 provisions of law, as amended, and shall include any hotel occupancy tax that may be  
14 levied in the future by the District.

15 **"Effective Date"** shall mean April 1, 2015, being the date on which the levy of  
16 the EDD Tax becomes effective.

17 **"Fiscal Year"** means the City's one-year accounting period as determined by the  
18 City Council, currently the year ending June 30 of each year.

19 **"Future Project"** shall mean any future improvements by the Company or an  
20 affiliated entity within or reasonably proximate to the District, which are approved for  
21 reimbursement in the manner set forth in Section 4.04 below, other than the Initial  
22 Renovation Project and any Approved Anchor Store Project.

23 **"Initial Renovation Project"** shall mean the renovation, reconstruction and  
24 rehabilitation of the Northshore Square Mall as described in Exhibit B hereto, the cost of  
25 which will be paid by the Company or one or more of the Company's affiliates.

26 **"Month"** shall mean a calendar month.

27  
28 **"Monthly Base Amount"** shall mean the monthly amount of EDD Tax collected  
29 by the District from the EDD Tax prior to the Effective Date, which has been determined  
30 to be zero dollars (\$0), and has been certified as such by the City's chief financial officer  
31 in accordance with La. R.S. 33:9038.34(C).

32 **"Monthly Collections of the EDD Tax"** shall mean the EDD Tax collected by  
33 the District during each Month of the Term.

34 **"Monthly EDD Tax Increment"** shall mean the amount by which the Monthly  
35 Collections of the EDD Tax exceed the Monthly Base Amount.  
36  
37  
38



1 Cooperative Economic Development Law to enter into this Agreement and perform their  
2 obligations hereunder, and there are no contracts or obligations in conflict herewith.

3  
4 SECTION 2.02. Collections. The District and the City both hereby represent, in  
5 reliance upon advice of legal counsel and representations of the City's Chief Financial  
6 Officer, that current law and the current internal collection process of the City are  
7 adequate for the purpose of collecting, classifying, reconciling, calculating and remitting  
8 the EDD Tax and the Available Portion of the City's 1962 Sales Tax for the purposes set  
9 forth herein.

10 SECTION 2.03. Accuracy of Base Collections. The City and the District hereby  
11 covenant and represent that the Monthly Base Amount and Annual Base Amount with  
12 respect to the EDD Tax as stated herein are accurate in all material respects.

13 SECTION 2.04. Pledge and Reimbursement Obligation. The District hereby  
14 acknowledges that the Monthly EDD Tax Increment and the Annual EDD Tax Increment  
15 are pledged in the EDD Sales Tax Ordinance for their intended purposes and any  
16 deviation by the District from the terms of this Agreement could result in a substantial  
17 impairment of the District's ability to perform its obligations or to pay the Reimbursement  
18 Obligation when due and payable. The District agrees to take no action or to fail to take  
19 action expressly or fairly implied hereunder which could reasonably be considered to  
20 jeopardize the payment of all requirements of the pledge or the payment of the  
21 Reimbursement Obligation.

22 SECTION 2.05. Scope of Initial Renovation Project. The Initial Renovation  
23 Project will require the Company to incur significant infrastructure and other  
24 development costs that are within the scope of the definition of "Economic Development  
25 Project" in the Act and will equal or exceed the Cost of the Initial Renovation Project as  
26 described in Exhibit B hereto.

27 SECTION 2.06. Public Hearing. The City has (i) conducted a public hearing, (ii)  
28 created and designated the District and (iii) on behalf of the City and the District,  
29 approved the execution of this Agreement.

30 SECTION 2.07. No Suits. Except as may be otherwise disclosed in writing, to  
31 the best of the knowledge of the District and the City, there is no action suit,  
32 investigation or proceeding pending, or threatened, against the District or the City,  
33 before any court, arbitrator, or administrative or governmental body, or insurance of  
34 operations of the District or the City or which might adversely affect the ability of the  
35 District or the City to comply with their respective obligations hereunder or in connection  
36 with the transactions contemplated hereby, relative to this Agreement and the  
37 Reimbursement Obligation.

38 SECTION 2.08. This Agreement not Intended to be Indebtedness. Although the  
City and the District may issue bonds or other indebtedness relating to the District, the  
essence of the undertakings of the City and the District hereunder is for the City, the

1 District and the Company to work cooperatively for the payment of the costs of  
2 Economic Development Projects, as described and defined in the Act. The  
3 undertakings of the City and the District described herein do not represent and are not  
4 intended to create any indebtedness on the part of the City or the District, since such  
5 undertakings of the City and the District do not involve any loan of moneys or assets of  
6 the City or the District or vice versa, nor the issuance of any indebtedness by the City or  
7 the District, but only for the cooperative use of the Net Revenues of the EDD Tax and  
8 the Available Portion of the City's 1962 Sales Tax for the purposes described herein.

9 SECTION 2.09. Term of this Agreement. This Agreement shall be effective  
10 upon execution by all the parties hereto and shall terminate on the earlier of April 1,  
11 2045, or the date on which the costs of the Initial Renovation Project, any Approved  
12 Anchor Store Project and any Future Project have been fully reimbursed to the  
13 Company in accordance with the terms of this Agreement.

### 14 ARTICLE III

#### 15 COOPERATIVE ENDEAVOR OBLIGATIONS

16 SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution.  
17 The City and the District have found and determined that the Northshore Square Mall is  
18 a significant source of revenues for the City, both in terms of property taxes and sales  
19 taxes. The continued viability of Northshore Square Mall and its ability to attract retail  
20 and commercial tenants and customers is important both to the financial health of the  
21 City because of the taxes generated therein, as well as to the quality of life for residents  
22 of the City and surrounding areas who contribute to the tax base of the City by visiting  
23 Northshore Square Mall.

24 In entering into this Agreement it is not the intent of the City, the District or the  
25 Company to enter into a gratuitous transfer of public funds because such parties expect  
26 that acquisition, construction and installation of the Initial Renovation Project and/or any  
27 Anchor Store Rehabilitation Project will be an "Economic Development Project" within  
28 the meaning of La. R.S. 33:9038.34, and that they will each receive something of value  
29 in return for the performance of their obligations hereunder, which is:

- 30 (a) in the case of the City, the promotion of economic development in the City,  
31 the creation of jobs, enhancement of the property tax and sales tax base  
32 of the City, and the generation of revenues for infrastructure and other  
33 necessary capital expenditures in and for the City;
- 34 (b) in the case of the District, the promotion of economic development in the  
35 District, the creation of jobs, the enhancement of the property tax and  
36 sales tax base of the District, and the generation of revenues for  
37 infrastructure and other necessary capital expenditures in and for the  
38 District;

1 (c) in the case of the Company, construction of a commercial and retail  
2 development, which will result in the creation of jobs, the enhancement of  
3 the property tax and sales tax base of the District.

4 Additionally, the City, the District and the Company will have reciprocal  
5 obligations relating to the satisfaction of the additional requirements set forth herein with  
6 respect to the allocation, expenditure and use of the Net Revenues of the EDD Tax and  
7 the Available Portion of the City's 1962 Sales Tax.

8 The City and the District further find and determine that (a) both the City and the  
9 District have the legal authority to enter into this Agreement, (b) the Initial Renovation  
10 Project and any Approved Anchor Store Project will be an Economic Development  
11 Project within the meaning of the Act that creates a public benefit, specifically the  
12 creation of jobs, the enhancement of the property tax and sales tax base of the City,  
13 and the generation of revenues for infrastructure and other necessary capital  
14 expenditures in and for the City, proportionate to its cost and (c) there is a reasonable  
15 expectation on the part of the City and the District of receiving at least equivalent value  
16 in exchange for (i) the use of the Net Revenues of the EDD Tax to reimburse the  
17 Company for the Cost of the Initial Renovation Project and (ii) the use of the Available  
18 Portion of the City's 1962 Sales Tax to reimburse the Company for the cost of any  
Approved Anchor Store Projects.

19 SECTION 3.02. Transfer of Funds. It shall be the continuing duty of the District  
20 and the City to cause to be deposited the Net Revenues of the EDD Tax into the Trust  
21 Fund no later than the last business day of the month following the month such funds  
22 are available.

23 SECTION 3.03. Calculations. Collections of the EDD Tax received in any Month  
24 as a result of audits shall be treated as current collections for such Month for purposes  
25 of this Agreement.

26 If it is determined that for any period of time less monies have been transferred to  
27 the Trust Fund than were due, for whatever reason, the District shall direct an  
28 adjustment in the Monthly EDD Tax Increment paid into the Trust Fund in order that the  
29 shortfall or over-collection of revenues due to the District for any prior period is  
30 eliminated as soon as practicable and in any event no more than ninety days  
31 subsequent to the recalculation giving rise to the need for the adjustment, provided that  
32 the District shall not be obligated to use any funds for adjustments other than from Net  
Revenues of the EDD Tax.

33 SECTION 3.04. Effective Date of Monthly EDD Tax Increment. The Monthly  
34 EDD Tax Increment shall be deposited by the District into the Trust Fund beginning on  
35 the last day of the month following the first full month that the EDD Tax will be collected.  
36 It shall be the responsibility of the City and the District to cause such funds to be  
37 deposited into the Trust Fund on a continuing basis for the entire term of the EDD Tax.  
38

1 SECTION 3.05. Collection Process. The EDD Tax shall be collected, accounted  
2 for and remitted by the Sales Tax Division of the St. Tammany Parish Sheriff's Office (or  
3 its successor) in the same manner as other sales taxes are collected in the City.

4 SECTION 3.06. Rescission or Amendment. In no event shall any rescission or  
5 amendment to this Agreement be effective without the prior written consent of the  
6 affected parties hereto, as well as a certificate of the District setting forth a  
7 determination by the District that, taking into account all relevant facts and  
8 circumstances, including, if and to the extent the District deems appropriate, an opinion  
9 of counsel as to legal matters and other consultants and advisors, such action will not  
10 have a material adverse effect on the interest of the Company or its assignee in the  
11 Reimbursement Obligation.

## 12 ARTICLE IV

### 13 REIMBURSEMENT OF COSTS OF 14 THE INITIAL RENOVATION PROJECT

15 SECTION 4.01. Construction and Installation of the Initial Renovation Project  
16 (a) The Company has and will use its best efforts to construct the Initial Renovation  
17 Project, which will take place in multiple phases. The Company reasonably expects that  
18 planning, architectural and engineering work on the Initial Renovation Project will begin  
19 on or about January 1, 2015, that actual construction of the initial phase of the Initial  
20 Renovation Project will begin on or about July 1, 2016, with the entire Initial Renovation  
21 Project complete and placed in service on or about July 1, 2019..

22 (b) Actual costs of the Initial Renovation Project, not to exceed the Cost of the  
23 Initial Renovation Project described in Exhibit B, shall be documented to the City by the  
24 Company in such form and in sufficient detail to allow the City or its duly appointed  
25 representatives, to make an independent determination as to the actual costs incurred  
26 or paid by the Company with respect to the Initial Renovation Project. Any such  
27 documentation shall be accompanied by a sworn statement of an authorized  
28 representative of the Company that the actual costs of the Initial Renovation Project  
29 described in such documentation are true and accurate and are all with respect to the  
30 Initial Renovation Project. Once such documentation and actual costs have been  
31 approved by the City, there shall be no need or obligation of the Company to provide  
32 additional requisitions or requests for reimbursement of the amounts so approved, and  
33 reimbursement of the approved costs shall continue in the manner set forth in below  
34 until a cumulative amount equal to the documented Cost of the Initial Renovation  
35 Project shall have been paid to the Company in the manner provided in Section 4.03  
36 below. Reasonable variations in the amounts allocable to the various expenditure line  
37 items shown in Exhibit B are allowed, provided that reimbursements of the total Cost of  
38 the Initial Renovation Project shall be absolutely limited to the amount shown in Exhibit  
B.



1           SECTION 4.02. Expenditure of Funds in Anticipation of Reimbursement. The  
2 Company has or shall construct and install the Initial Renovation Project at its own  
3 expense in consideration and anticipation of the Reimbursement Obligation. In no way  
4 shall the Reimbursement Obligation described in this Article IV be deemed or construed  
5 to create any indebtedness on the part of the City or the District.

6           SECTION 4.03. Initial Project Reimbursement Obligation. The District shall  
7 reimburse the Company for the Cost of the Initial Renovation Project, as documented  
8 and approved in accordance with Section 4.01(b), as follows:

9           (a) The City, on behalf of the District, shall budget for each Fiscal Year,  
10 beginning with the Fiscal Year ending June 30, 2015, the anticipated revenues and  
11 expenditures of the EDD Tax for such Fiscal Year. The City shall retain from the gross  
12 revenues of the EDD Tax an amount equal to the Administrative Charge.

13           (b) Included in such budget shall be an amount, which shall not exceed one  
14 hundred percent (100%) of the Annual EDD Tax Increment for such Fiscal Year, after  
15 deduction of the Administrative Charge, that the City, on behalf of the District, will pay to  
16 the Company as reimbursement for Cost of the Initial Renovation Project described in  
17 Exhibit B hereto and documented in accordance with Section 4.01(b). If, during the  
18 course of a Fiscal Year, the anticipated Annual EDD Tax Increment for such Fiscal Year  
19 increases beyond the initial amount budgeted, then such increased revenues and  
20 reimbursement amount shall be reflected in a budget amendment if required by law.

21           (c) IN NO EVENT SHALL THE CITY OR THE DISTRICT BE OBLIGED TO  
22 MAKE ANY REIMBURSEMENT PAYMENT TO THE COMPANY DURING ANY  
23 PERIOD IN EXCESS OF ONE HUNDRED PERCENT (100%) OF ACTUAL NET  
24 REVENUES OF THE EDD TAX RECEIVED BY THE DISTRICT DURING SUCH  
25 PERIOD.

26           (d) Reimbursement payments shall be made by the City, on behalf of the  
27 District, to the Company, on a quarterly basis in arrears, on or about January 1, April 1,  
28 July 1 and October 1 of each year, commencing April 1, 2015, in an amount that does  
29 not exceed the lesser of:

30           (i) One hundred percent (100%) of actual Net Revenues of the EDD Tax  
31 received by the District in the preceding quarter, or

32           (ii) the balance of actual expenditures before such date by the Company for  
33 Cost of the Initial Renovation Project, that have not previously been  
34 reimbursed pursuant to this Section, as documented at least thirty (30)  
35 days prior to the applicable reimbursement payment date to the  
36 satisfaction of the City in accordance with Section 4.01(b).

37           (e) Except with respect to approval of any Future Projects, as described  
38 below, the City and the District shall have no further Reimbursement Obligations

1 hereunder after such time that a cumulative amount equal to the documented Cost of  
2 the Initial Renovation Project shall have been paid to the Company under this Section  
3 from Net Revenues of the EDD Tax. After a cumulative amount equal to the  
4 documented Cost of the Initial Renovation Project has been paid to the Company then  
5 the City shall retain 100% of the EDD Tax for the remainder of the term of the EDD Tax.

6 (f) Net revenues of the EDD Tax in excess of the amounts paid to the  
7 Company pursuant to Subsection (d) of this Section may be expended by the City or the  
8 District to pay the cost of Economic Development Projects, whether inside or outside of  
9 the District, including the cost of public works and infrastructure, or to reimburse the City  
10 or the District for any such expenditures paid from other sources after the Effective  
11 Date. The City and the District may also use any such excess net revenues to pay the  
12 cost of public works and infrastructure outside of the limits of the City, if such  
13 improvements benefit the property within the District and may legally be made by the  
14 City or the District.

15 SECTION 4.04. Future Projects. In addition to the Initial Renovation Project  
16 described in Exhibit B, the Company may request that the City and the District  
17 reimburse it for the cost of one or more other Economic Development Projects within  
18 the District or reasonably proximate to the District. In such event, the Company shall  
19 submit to the City a written request for reimbursements for such Future Project(s),  
20 together with proposed amendment(s) to this Agreement containing a description of  
21 such Future Project(s) and the proposed terms of reimbursement. Notwithstanding the  
22 foregoing, the City and the District are under no obligation to approve such request, to  
23 finance or reimburse the Company for the costs of any such Future Project(s), or to  
24 finance or reimburse the Company under the same terms as are agreed to herein with  
25 respect to the Initial Renovation Project.

26 SECTION 4.05. Limited Source of Payment of Reimbursement Obligation. The  
27 Company hereby recognizes, acknowledges and agrees that the source of payment of  
28 the Reimbursement Obligation described in Section 4.03 is limited to 100% of the Net  
29 Revenues of the EDD Tax.

30 Except as provided in Article V with respect to an Approved Anchor Store  
31 Project, the Company shall have no recourse against the City or the District to make  
32 reimbursement payments for the costs of the Initial Renovation Project or the costs of  
33 any Future Project from any other sources whatsoever, including Available Revenues of  
34 the City's 1962 Sales Tax.

35 SECTION 4.06. No Repeal of EDD Tax. For so long as the Reimbursement  
36 Obligation is unsatisfied, or until the Termination Date, whichever occurs first, the City  
37 and the District pledge not to reduce or repeal the EDD Tax or take any other action or  
38 fail to take any action that would impair the Reimbursement Obligation set forth herein.

ARTICLE V

REIMBURSEMENT OF COSTS OF APPROVED  
ANCHOR STORE PROJECT

SECTION 5.01. Construction and Installation of Anchor Store Rehabilitation Projects. (a) In the event that any Anchor Store closes, is vacated or ceases operations after the date of this Agreement, and the Company elects to renovate, reconstruct or rehabilitate such Anchor Store for the purpose of making such Anchor Store suitable for use by a replacement retail or commercial tenant or tenants, then the City agrees to reimburse the Company for an amount up to the approved cost of such renovation, reconstruction and/or rehabilitation, but solely from Available Revenues of the City's 1962 Sales Tax that are collected within the specific Anchor Store after it has been placed back into service in whole or in part.

(b) In order to qualify for reimbursement of costs under this Article, the City Council must have adopted a resolution prior to the commencement of renovation, reconstruction or rehabilitation, finding and determining that the budgeted scope and cost of such renovation, reconstruction and/or rehabilitation qualifies as an "Economic Development Project" under the Act, qualifies as an Approved Anchor Store Project under this Agreement and is eligible for reimbursement from Available Revenues of the 1962 Sales Tax under this Agreement. The Company acknowledges that the City Council's approval of any proposed Anchor Store Rehabilitation Project shall be in the City Council's sole and unfettered discretion at the time any such proposal or proposals are made by the Company.

(c) Actual costs of any Approved Anchor Store Project shall be documented to the City by the Company in the same manner as is set forth in Section 4.01(b) above with respect to the Initial Renovation Project.

SECTION 5.02. Limited Source of Approved Anchor Store Project Reimbursement. The Company hereby recognizes, acknowledges and agrees that the source of reimbursement of the cost of any Approved Anchor Store Project shall be strictly and absolutely limited to the Available Portion of the City's 1962 Sales Tax that is collected in the specific Anchor Store space that is so improved, and not from any revenues of such sales tax that may be generated in any other Anchor Store or area of the District, nor from any revenues of other sales taxes collected by any taxing body within such Anchor Store. The Company shall have no recourse against the City to make reimbursement payments to the Company from any other sources whatsoever.

SECTION 5.03. Anchor Store Reimbursement Obligation. The District shall reimburse the Company for the cost of any Approved Anchor Store Project, as documented and approved in the manner provided herein, as follows:

(a) Upon the approval by the City Council of an Approved Anchor Store Project, the City will provide for a separate accounting on its books of the Available

1 Portion of the City's 1962 Sales Tax that is collected in the Anchor Store space that is to  
2 be improved and for which reimbursement of costs has been approved by the City  
3 Council. The City Council shall then budget for each Fiscal Year the anticipated  
4 revenues and expenditures of such moneys, if any.

5 (b) Included in such budget shall be an amount, which shall not exceed one  
6 hundred percent (100%) of the Available Portion of the City's 1962 Sales Tax collected  
7 in the applicable Anchor Store, which the City will pay to the Company as  
8 reimbursement for cost of any Approved Anchor Store Project that has been previously  
9 documented and approved in the manner provided herein. In no event shall the City be  
10 obliged to make any reimbursement payment to the Company during any period in  
11 excess of one hundred percent (100%) of actual Available Portion of the City's 1962  
12 Sales Tax collected in the applicable Anchor Store space during such period.

13 (c) Reimbursement payments shall be made by the City to the Company, on  
14 a quarterly basis in arrears, on or about January 1, April 1, July 1 and October 1 of each  
15 year, commencing after the placed-in-service date of the renovated Anchor Store  
16 space, in an amount that does not exceed the lesser of:

- 17 (i) One hundred percent (100%) of actual Available Portion of the City's 1962  
18 Sales Tax collected in the applicable Anchor Store space in the preceding  
19 quarter, or  
20 (ii) the balance of actual expenditures by the Company for cost of Approved  
21 Anchor Store Project that have not previously been reimbursed pursuant  
22 to this Section, as documented at least thirty (30) days prior to the  
23 applicable reimbursement payment date to the satisfaction of the City in  
24 the manner provided herein.

25 In no event shall the amount of reimbursement payments for any Fiscal Year to  
26 the Company exceed one hundred percent (100%) of the actual Available Portion of the  
27 City's 1962 Sales Tax collected in the applicable Anchor Store space received during  
28 such Fiscal Year.

29 (d) The City shall have no further Reimbursement Obligations under this  
30 Article after such time that a cumulative amount equal to the documented cost of  
31 Approved Anchor Store Project shall have been paid to the Company under this Section  
32 from the actual Available Portion of the City's 1962 Sales Tax collected in the applicable  
33 Anchor Store space.

34 (e) Net revenues of the Available Portion of the City's 1962 Sales Tax  
35 collected in the applicable Anchor Store space in excess of the amounts paid to the  
36 Company pursuant to Subsection 4.03(d) of this Section may be expended by the City  
37 for lawful purposes.  
38

1 SECTION 5.04. No Repeal of 1962 Tax. For so long as the Reimbursement  
2 Obligation with respect to any Approved Anchor Store Project is unsatisfied, or until the  
3 Termination Date, whichever occurs first, the City pledge not to reduce or repeal the  
4 1962 Sales Tax, however this Agreement in no way shall limit or restrict the ability of the  
5 City to utilize the remaining revenues of the 1962 Sales Tax for lawful purposes or to  
6 issue bonds from time to time payable from a pledge of the net revenues of the 1962  
7 Sales Tax.

8 **ARTICLE VI**

9 **MISCELLANEOUS**

10 SECTION 6.01. Successors and Assigns. The Reimbursement Obligation  
11 described in Articles IV and V of this Agreement is an appurtenant benefit running with  
12 title to the Northshore Square Mall, and ownership of the Reimbursement Obligation  
13 may not be separated from ownership of the Northshore Square Mall without the prior  
14 written consent of the City and the District. Notwithstanding the foregoing, the rights of  
15 the Company under this Agreement (including the rights to the Reimbursement  
16 Obligation) may be assigned by the Company, without the consent of the City or the  
17 District, to any entity of which the Company (or its successor) has a majority ownership  
18 or controlling interest, provided that ownership of the real estate comprising the  
19 Northshore Square Mall (or any Anchor Store in the case of a n Approved Anchor Store  
20 Project) is conveyed to such entity contemporaneously with such assignment.  
21 Otherwise, the rights of the Company under this Agreement may not be sold, assigned,  
22 assumed or transferred in any manner to or by any other person or entity, without the  
23 prior written consent of the City and the District, and in such case the sale, assignment,  
24 assumption or transfer by the Company shall be in writing and shall contain a specific  
25 provision that the successor assumes all of the obligations of the Company under this  
26 Agreement arising on or after the effective date of such transfer.

27 SECTION 6.02. Liberal Construction. This Agreement shall be construed  
28 liberally to secure the beneficial intents and purposes hereof, and in particular shall be  
29 construed liberally as necessary to protect and further the interests of the owners of any  
30 bonds or other obligations issued that might be issued by the City or the District for the  
31 purposes stated herein.

32 SECTION 6.03. Notices. All notices, requests, claims, demands and other  
33 communications between the parties to this Agreement shall be in writing, and shall be  
34 given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii)  
35 by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by  
36 electronic mail to the address of the party specified in the appearances to this  
37 Agreement or such other address as either party may specify in writing.

38 All notices shall be effective upon (i) receipt by the party to which notice is given,  
or (ii) on the fifth (5th) day following mailing, whichever occurs first.

1 SECTION 6.04. Further Assurances. From time to time hereafter, the City and  
2 the District shall execute and deliver such additional instruments, certificates or  
3 documents, and take all such actions as the each party hereto may reasonably request  
4 for the purpose of fulfilling their obligations hereunder. Without limiting the foregoing,  
5 within fifteen (15) days following the request from any party hereto, each other party  
6 shall deliver to the requesting party, an estoppel certificate stating, to the best of such  
7 parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect  
8 and the extent to which this Agreement has been supplemented, modified or amended;  
9 (ii) whether or not there are any defaults or breaches under this Agreement or  
10 conditions that, with the passage of time, the giving of notice, or both, would constitute a  
11 default or breach under this Agreement (and, if applicable, the nature of such defaults,  
12 breaches or conditions); (iii) whether the conditions and agreements under this  
13 Agreement have been satisfied or performed as of the date of such estoppel certificate  
14 (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid  
15 reimbursements for the term of the Agreement or for particular years thereof. Any such  
16 statement or certificate may be conclusively relied upon by the party requesting the  
17 estoppel certificate.

18 SECTION 6.05. Venue. Any suit brought by any party hereto arising out of or by  
19 reason of this Agreement, or otherwise, shall be brought, if against the District, the City  
20 or the Company, in the 22nd Judicial District Court, St. Tammany Parish, Louisiana.

21 SECTION 6.06. Severability. To the fullest extent possible, each provision of  
22 this Agreement shall be interpreted in such manner as to be effective and valid under  
23 applicable law, but if any provisions of this Agreement shall be prohibited or invalid  
24 under such law, such provision shall be ineffective to the extent of such prohibition or  
25 invalidity without invalidating the remainder of such provision or the remaining  
26 provisions of this Agreement.

27 SECTION 6.07. No Personal Liability. No covenant or agreement contained in  
28 this Agreement shall be deemed to be the covenant or agreement of any official,  
29 trustee, officer, agent or employee of the City or the District, in his or her individual  
30 capacity, and neither the officers thereof nor any official executing this Agreement shall  
31 be liable personally with respect hereto or be subject to any personal liability or  
32 accountability by reason of the execution and delivery of this Agreement. No partner,  
33 member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor  
34 or consultant of the Company (disclosed or undisclosed) shall have any personal liability  
35 to the City, the District or the City Finance Department or any of their respective  
36 successors in interest with respect to the subject matter of this Agreement.

37 SECTION 6.08. Captions. The captions or headings in this Agreement are for  
38 convenience only and in no way define, limit or describe the scope or extent of any of  
the provisions of this Agreement.

1 SECTION 6.09. Counterparts. This Agreement may be executed in several  
2 counterparts, each which shall be an original and all of which when taken together shall  
3 be deemed one and the same Agreement.

4 SECTION 6.10. Governing Law. This Agreement shall be constructed in  
5 accordance with and governed by the laws of the State of Louisiana.

6  
7 SECTION 6.11. Non-shareholder Contributions to Capital. The City hereby  
8 designates the reimbursements paid to the Company pursuant hereto, and each portion  
9 thereof, as non-shareholder contributions to capital of the Company pursuant to Section  
10 118 of the Internal Revenue Code of 1986 (and successor provisions thereto) and  
11 intends such payments to be a reimbursement for land and/or building costs incurred by  
12 the Company in connection with the Initial Renovation Project.

13 SECTION 6.12. Amendment and/or Modification. Neither this Agreement nor  
14 any term, provision or exhibit hereof may be changed, waived, discharged, amended or  
15 modified orally, or in any manner other than by an instrument in writing signed by all of  
16 the parties hereto.

17 SECTION 6.13. Payment of Fees of Counsel to the City & District.  
18 Simultaneously or prior to delivering its counterpart signature pages to this Agreement,  
19 the Company shall remit \$55,000 to Adams and Reese LLP ("Counsel"), in discharge of  
20 all remaining fees due and payable to Counsel, as special counsel to the City and the  
21 District, in connection with the consultation, negotiation, guidance and preparation of  
22 documentation necessary to create the District, reach agreement hereunder with  
23 respect to the undertakings of the parties hereto, pursue other incentives and generally  
24 oversee an facilitate the culmination of this agreement. The payment of the amounts  
25 described herein to Counsel (together with any amounts paid on or before the effective  
26 date of this Agreement), shall discharge all obligations of the Company to pay any and  
27 all fees due and payable to Counsel in connection with the creation of the District, the  
28 levy of the EDD Tax, and the approval and execution of this Agreement. The Company  
29 acknowledges that Adams and Reese LLP has acted solely as counsel to the City and  
30 the District, and that Counsel has not represented, acted or negotiated for or on behalf  
31 of, or in any way represented the interests of the Company in the foregoing matters.  
32  
33  
34  
35  
36  
37  
38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the date aforesaid, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the District and the Company.

ATTEST:

CITY OF SLIDELL,  
STATE OF LOUISIANA

By: Glenn P. Reed  
Council Administrator

By: [Signature]  
Mayor (SEAL)

NORTHSHORE SQUARE ECONOMIC  
DEVELOPMENT DISTRICT,  
STATE OF LOUISIANA

ATTEST:

By: Glenn P. Reed  
Council Administrator, City of Slidell

By: [Signature]  
Mayor, City of Slidell  
By: Kevin B. Harbinson  
President, Slidell City Council (SEAL)

WITNESSES:

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

SIZELER NORTH SHORE GENERAL  
PARTNERSHIP, through its General  
Partner, Morguard Management  
Company, Inc.

WITNESSES:

By: \_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A  
to Cooperative Endeavor Agreement**

**BOUNDARIES AND MAP OF  
NORTHSHORE SQUARE ECONOMIC DEVELOPMENT DISTRICT**

The district includes the Northshore Square Mall, located in the City of Slidell at the southeast intersection of I-12 and Northshore Blvd., and includes the following four tracts (as shown on the map following the legal descriptions):

THAT CERTAIN TRACT OF LAND SITUATED IN THE STATE OF LOUISIANA, PARISH OF ST. TAMMANY, SECTION 37, TOWNSHIP 8 SOUTH, RANGE 14 EAST, AND MORE FULLY DESCRIBED AS FOLLOWS:

Commence at the intersection of the Southern right of way line of Interstate Highway 12 and the Eastern right of way line of Northshore Blvd. (formerly Airport Road); thence South 01 degrees 03 minutes 47 seconds East 30'; thence in an Easterly direction along the arc of a curve to the left having a radius of 30' a distance of 27.82' to the POINT OF BEGINNING;

Thence continue along said curve to the left having a radius of 30' a distance of 19.30'; thence North 88 degrees 56 minutes 13 seconds East, 84.73'; thence along the arc of a curve to the left having a radius of 45.50', a distance of 47.65'; thence North 28 degrees 56 minutes 13 seconds East, 181.48'; thence along the arc of a curve to the right having a radius of 675.00', a distance of 318.12'; thence North 55 degrees 56 minutes 24 seconds East, 199.80'; thence along the arc of a curve to the right having a radius of 375' a distance of 107.99'; thence North 72 degrees 26 minutes 24 seconds East, 130.18'; thence along the arc of a curve to the right having a radius of 225' a distance of 173.78'; thence South 63 degrees 18 minutes 30 seconds East, 156.58'; thence North 26 degrees 41 minutes 30 seconds East, 50.00'; thence South 63 degrees 18 minutes 31 seconds East, 2.60'; thence South 63 degrees 18 minutes 30 seconds East, 169.40' to an iron bar (shown as POINT OF COMMENCEMENT FOR PARCEL MB); thence South 00 degrees 33 minutes 30 seconds East, 1933.33'; thence North 83 degrees 52 minutes 18 seconds West, 102.55'; thence in a Southwesterly direction along the arc of a curve to the right having a radius of 196.55' a distance of 117.87'; thence South 84 degrees 48 minutes 49 seconds West, 142.67'; thence North 05 degrees 41 minutes 31 seconds East, 160.21'; thence South 05 degrees 41 minutes 31 seconds East, 4.78'; thence South 69 degrees 27 minutes 37 seconds West, 276.40'; thence South 79 degrees 34 minutes 22 seconds East 59.33'; thence South 10 degrees 34 minutes 22 seconds East 593.52', to the Northern right of way line of U.S. Highway 190, shown as POINT OF BEGINNING FOR SERVITUDE PARCEL L.

Thence along said right of way line in a Southwesterly direction along the arc of a curve to the left having a radius of 1554.02' a distance of 52.63'; thence continue along said right of way line South 76 degrees 01 minutes 36 seconds West a distance of 47.51'; thence North 10 degrees 34 minutes 22 seconds West 530.00'; thence along the arc of a curve to the right having a radius of 207.55' a distance of 60.23'; thence North 06 degrees 03 minutes 18 seconds East, 277.39'; thence South 88 degrees 56 minutes 12 seconds West, 593.52'; thence North 01 degrees 03 minutes 47 seconds West, 1453.22'; thence North 01 degrees 03 minutes 47 seconds West, 25.00' (to the POINT OF BEGINNING FOR MERVYN'S PARCEL); thence North 88 degrees 56 minutes 13 seconds East, 12.00'; thence North 01 degrees 03 minutes 47 seconds West, 42.00' to the POINT OF BEGINNING.

Said tract having an area of 59.77 acres.

#### I. Fee Parcel

A CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the STATE OF LOUISIANA, PARISH OF ST. TAMMANY, SECTION 27, T8S, R14E, NORTH SHORE SQUARE, CITY OF SLIDELL, designated as PARCEL A on that North Shore Square Peripheral Land Subdivision by J. J. Krebs & Sons, Inc., dated August 27, 1985 recorded as Map File 937-A, St. Tammany Parish, Louisiana, and according to said survey, said piece of ground is more fully described as follows:

Commence at the intersection of the easterly right of way line of Airport Road and the southerly right of way line of U.S. Interstate Highway No. 12; thence along said southerly line N 88 degrees 56 minutes 13 seconds E, a distance of 24.46'; thence along said southerly line N 15 degrees 43 minutes 44 seconds E a distance of 88.41'; thence along said line N 01 degrees 03 minutes 47 seconds W a distance of 229.10'; thence along said line N 55 degrees 56 minutes 24 seconds E a distance of 492.61' to a point, the point of beginning. Measure thence from the point of beginning along said southerly line N 55 degrees 56 minutes 24 seconds E a distance of 404.83'; thence along said line N 86 degrees 04 minutes 06 seconds E a distance of 372.88'; thence S 03 degrees 55 minutes 54 seconds E a distance of 327.49'; thence S 26 degrees 41 minutes 30 seconds W a distance of 50'; thence N 63 degrees 18 minutes 30 seconds W distance of 156.58'; thence in a westerly direction along the arc of a curve to the left having a radius of 225' a distance of 173.78'; thence S 72 degrees 26 minutes 24 seconds W a distance of 130.18'; thence in a southwesterly direction along the arc of a curve to the left having a radius of 375' a distance of 107.99'; thence S 55 degrees 56 minutes 24 seconds W a distance of 79.10'; thence N 34 degrees 03 minutes 36 seconds W a distance of 280' to a point on the southerly right of way line of U.S. Interstate Highway 12, the point of beginning.

#### II. Easement Parcel

A CERTAIN EASEMENT as created in the act of Cash Sale from Homart Development Company to the City of Slidell, dated August 1, 1986, registered in COB 1269, folio 144, and as assigned to General Cinema Corporation of Louisiana in Cash Sale of Property, dated October 14, 1986, registered in COB 1279, folio 871, filed October 17, 1986, Instrument No. 95677, and assigned to Caravike Cinemas, Inc. in Cash Sale of Property, dated May 11, 1994, registered as Instrument No. 906802, over that certain piece or portion of ground, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the STATE OF LOUISIANA, PARISH OF ST. TAMMANY, SECTION 27, T8S, R14E, NORTH SHORE SQUARE, CITY OF SLIDELL, designated as 0.657, MORE OR LESS, ACRE PORTION OF SHOPPING CENTER PARCEL, on that certain survey by J. J. Krebs, Inc., Surveyors, dated August 27, 1985, and according to said survey, said piece or portion of ground is more fully described as follows:

Commence at the intersection of the easterly right of way line of Airport Road and the southerly right of way line of Interstate Highway 12, measure thence along said southerly line North 88 degrees 56 minutes 13 seconds East a distance of 24.46 feet; thence along said southerly line North 15 degrees 43 minutes 44 seconds East a distance of 88.41 feet; thence North 01 degrees 03 minutes 47 seconds West a distance of 229.10 feet; thence along said line North 55 degrees 56 minutes 24 seconds East a distance of 492.44 feet to a point; measure thence along said southerly line North 86 degrees 04 minutes 06 seconds East a distance of 372.88 feet to a point, the point of beginning. Measure thence from the point of beginning North 86 degrees 04 minutes 06 seconds East a distance of 17.60 feet; thence along said southerly line South 68 degrees 35 minutes 08 seconds East a distance of 128.99 feet thence South 26 degrees 41 minutes 30 seconds West a distance of 317.93 feet; thence North 63 degrees 18 minutes 31 seconds West a distance of 2.60 feet; thence North 03 degrees 55 minutes 54 seconds West a distance of 327.49 feet to a point on the southerly right of way line of Interstate Highway 12, the point of beginning.

PARCEL II  
(Parcel B-2)

A certain piece or parcel of ground located in the State of Louisiana, Parish of St. Tammany, Section 37, Township 8 South, Range 14 East, City of Slidell designated as Parcel B-2 and more fully described as follows:

Commence at the intersection of the southerly right of way line of Interstate Highway 12 and the old Easterly right of way line of Northshore Blvd. (formerly Airport Road) and proceed North 88 degrees, 56 minutes 13 seconds East, 15.46 feet to a point; thence North 15 degrees, 43 minutes 44 seconds East 88.41 feet to a point; thence North 01 degrees 03 minutes 47 seconds West 159.22 feet to the POINT OF BEGINNING; thence continue North 01 degrees, 03 minutes 47 seconds West 69.88 feet to a point; thence North 55 degrees 56 minutes 24 seconds East 492.61 feet to a point; thence South 34 degrees 03 minutes 36 seconds East 200.00 feet to a point; thence South 55 degrees 56 minutes 24 seconds West, 120.70 feet to a point; thence along a curve to the left having a radius of 675.00 feet the chord of which bears South 42 degrees 26 minutes 19 seconds West for an arc distance of 292.72 feet to a point; thence North 61 degrees 03 minutes 47 seconds West 204.37 feet to a point; thence South 88 degrees 56 minutes 13 seconds West, 40.00 feet to the POINT OF BEGINNING.

Said tract contains 2.38 acres.

THAT CERTAIN PORTION OF GROUND, known as Farm No. 162 on the map of Liberty Farms and lots, made by A. B. Munding, C.E., in October, 1912, according to which said farm contains three acres, more or less, and is situated in the Parish of St. Tammany, La., to the East of Bayou Liberty, in Section 37, Township 8 South, Range 14 East, St. Helen Meridian, and measures as follows, to-wit: Two hundred and ninety feet (actual and title) front on the old Mandeville-Slidell Road; four hundred and thirty seven and 17/100 (437.17') feet actual (435' per title) on the side line dividing it from Farm No. 163; five hundred thirty and 01/100 (530.01') feet actual (528' per title) in depth on the side line dividing it from Farm No. 161; and two hundred seventy two and 73/100 (272.73') actual (272' per title) feet in width in the rear and front on Fifth Street.

AND

A CERTAIN PIECE OR PORTION OF GROUND situated in the State of Louisiana, Parish of St. Tammany, Section 37, T8S, R14E, designated as a portion of Revoked Old Mandeville Road per COR 1026, folio 72 and more fully described as follows:

Commence from the intersection of the northerly right of way line of U. S. Highway 190 and the Westerly boundary of Slidell Manor Subdivision; thence along said westerly boundary line N 00 deg. 33' 30" W a distance of 509.74 feet (501.93 feet Title), to a point on the intersection of the easterly boundary line of Farm Lot 162, Liberty Farms Subdivision, and the southerly right of way line of Poplar Street, the point of beginning. Measure thence from the point of beginning along said easterly line N 40 deg 27' 20" W a distance of 290.00 feet (280.00 feet Title); thence N 49 deg. 32' 40" E a distance of 20.00 feet; thence S 40 deg. 27' 20" E a distance of 266.08 feet to a point on the westerly boundary line of Slidell Manor Subdivision; thence along said westerly line S 00 deg. 33' 30" E a distance of 31.18 feet to a point on the southerly right of way line of Poplar Street, the point of beginning.

All as more fully shown on plan of survey by Krobs, LaSalle, LeMieux Consultants, Inc., dated July 6, 1998, revised July 29, 1998.

Being the same property acquired by Slidell Acquisition Corp. from 12 Northwest Slidell, LLC, and its members/managers, Helen Reynolds Cassell and George Reynolds per Act passed before Nicole S. Tygier, Notary Public, dated August 14, 1998 and registered in CIN 1110460, for the Parish of St. Tammany, State of Louisiana.

[DESCRIPTION CONTINUES ON NEXT PAGE]

## LESS AND EXCEPT

A CERTAIN TRACT OF LAND CONTAINING 7.4999 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at an Iron Bar shown as POINT OF COMMENCEMENT FOR PARCEL MB. Thence South 00 degrees 33 minutes 30 seconds East, 426.74'; Thence South 84 degrees 18 minutes 29 seconds West, 44.18' to the POINT OF BEGINNING FOR PARCEL MB;

Thence South 84 degrees 18 minutes 29 seconds West, 197.04'; Thence South 05 degrees 41 minutes 31 seconds East 76.70'; Thence South 84 degrees 18 minutes 29 seconds West, 183.58'; Thence South 05 Degrees 34 minutes 54 seconds East, 937.87'; Thence North 84 degrees 18 minutes 29 seconds East, 291.28'; Thence North 00 degrees 33 minutes 30 seconds West, 1018.66'; to the POINT OF BEGINNING FOR PARCEL MB.

## AND

A certain piece or portion of ground located in the State of Louisiana, Parish of St. Tammany, Section 37, Township 8 South, Range 14 East, City of Slidell designated as Parcel D and more fully described as follows:

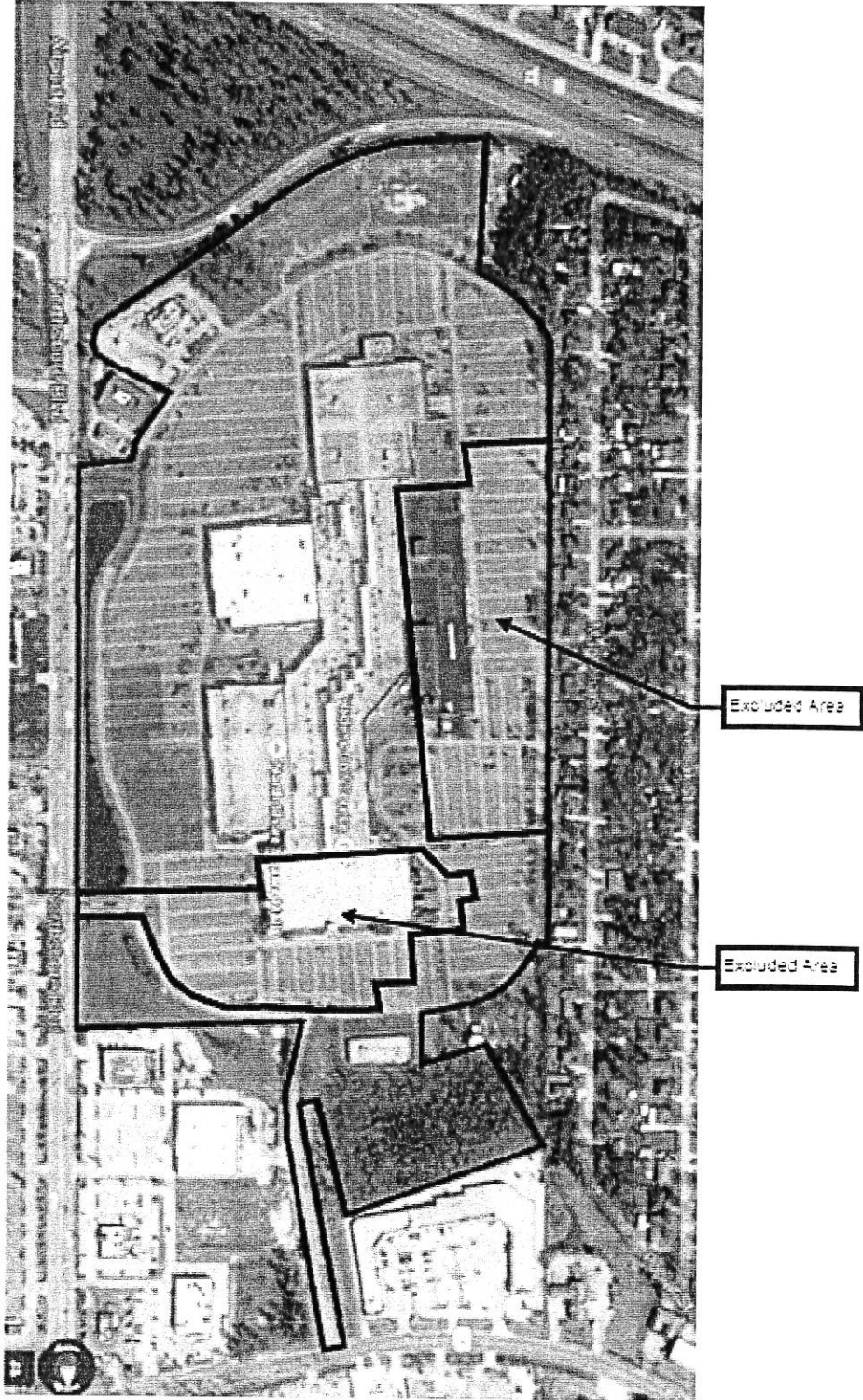
COMMENCE at the intersection of the southerly line of the Mervyn's Parcel and the new Easterly right of way line of Northshore Blvd. (formerly Airport Road) and proceed South 01 degrees 03 minutes 47 seconds East, along said easterly right of way line of Northshore Blvd. (formerly Airport Road) 1156.24 feet to the POINT OF BEGINNING; thence proceed North 88 degrees 27 minutes 26 seconds East, 198.49 feet to a point; thence North 05 degrees 50 minutes 38 seconds West, 15.46 feet to a point; thence North 84 degrees 09 minutes 22 seconds East, 325.23 feet to a point; thence North 05 degrees 50 minutes 38 seconds West, 92.67 feet to a point; thence North 84 degrees 18 minutes 29 seconds East, 427.84 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 56.03 feet, to a point; thence North 84 degrees 09 minutes 22 seconds East 59.16 feet to a point; thence South 44 degrees 40 minutes 58 seconds East, 27.07 feet to a point; thence North 84 degrees 09 minutes 22 seconds East, 67.66 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 110.92 feet to a point; thence South 84 degrees 09 minutes 22 seconds West 41.22 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 52.41 feet to a point; thence South 84 degrees 09 minutes 22 seconds West 117.81 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 120.70 feet to a point; thence North 66 degrees 12 minutes 52 seconds West 30.85 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 10.07 feet to a point; thence North 66 degrees 12 minutes 52 seconds West 30.85 feet to a point; thence South 05 degrees 50 minutes 38 seconds East 86.23

feet to a point; thence South 84 degrees 18 minutes 51 seconds West 206.22 feet to a point; thence North 86 degrees 17 minutes 53 seconds West 319.05 feet to a point; thence along a curve to the right having a radius of 268.87 feet, the chord of which bears North 40 degrees 19 minutes 43 seconds West, for an arc distance of 309.97 feet to a point; thence South 88 degrees 27 minutes 26 seconds West 197.98 feet to a point; thence North 01 degrees 03 minutes 47 seconds West 25.00 feet to the POINT OF BEGINNING.

Being the same property depicted as Parcel D pursuant to a plan of resubdivision by McLin Land Surveying, Inc., dated June 20, 1994, recorded under Map File No. 1234 on June 29, 1994 in the public records of St. Tammany Parish, Louisiana.

**[MAP OF PROPOSED DISTRICT ON NEXT PAGE]**

MAP OF DISTRICT  
STATE OF LOUISIANA



**EXHIBIT B**  
**to Cooperative Endeavor Agreement**

**DESCRIPTION AND INITIAL RENOVATION PROJECT  
 AND BUDGET**

The Initial Renovation Project shall include the repositioning and redevelopment of all contiguous lands and structures at Northshore Square Mall to insure its long term stability and relevance within the trade area while providing a platform for continued growth within the District.

The Initial Renovation Project will include the redevelopment and/or demolition of some or all the five existing anchor stores (Sears, Burlington Coat Factory, JC Penney, Dillard's Women's and Dillard's Men's Stores). There are also approximately 170,395 Square Feet of specialty fashion and food court tenants and approximately 82,000 square feet of enclosed common area. The Initial Renovation Project also includes the redevelopment and modernization of the site and structures to redefine the facilities. Structural improvements incorporate the temporary and/or permanent relocation of existing retailers, redefinition of the existing entrances and facades, and improvements to roofing, plumbing, electrical, mechanical, life safety and code requirements of structures. The plan also includes demolition and redesign of exterior and interior existing shop space and tenant improvements to incorporate specific requirements and efficiencies defined by modern lifestyle and power center design features including improved vehicular and pedestrian access traffic flow and visibility of storefronts and signage for anchor and shop spaces. The plan also includes redesign of vehicular entrances, ring road and outparcels to include multiple freestanding commercial uses not limited to retail, outlet, restaurant, entertainment, lodging, medical, grocery, multifamily and office. Acquisition of non-owned structures and parcels; infrastructure improvements including the additional sewer upgrades, storm water retention, lakes, paving, parking, lighting, hardscape, landscape, pedestrian walkways, common green spaces, ADA, traffic and signalization improvements on and off site are also within the potential scope of the Initial Renovation Project

	<u>Price Per SF</u>	<u>% To Total</u>	<u>Total Cost</u>
<b>Hard Costs</b>			
<b>Additions</b>		12%	\$4,315,920
Infrastructure and Site Work	\$16.90	19%	\$6,842,018
Building Construction	\$32.00	36%	\$12,959,220
Tenant Allowances	\$23.31	26%	\$9,440,000
<b>Total Construction Hard Cost</b>	<b>\$82.86</b>	<b>93%</b>	<b>\$33,557,158</b>
<b>Soft Costs</b>			
Architectural /Engineering/consult.	\$3.03	3%	\$1,225,511
Construction permits & fees	\$0.48	1%	\$193,887
Other	\$0.26	0%	\$105,000
<b>Total Soft Cost</b>	<b>\$3.76</b>	<b>4%</b>	<b>\$1,524,398</b>
Transaction Expenses			
Financing Fees	\$0.25	0%	\$100,000
Leasing / Development / Project Management	\$2.39	3%	\$969,437
Other Development & Start-up costs	\$0.00	0%	\$0
<b>Total Transaction Expenses</b>	<b>\$2.64</b>	<b>3%</b>	<b>\$1,069,437</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$89.27</b>	<b>100%</b>	<b>\$36,150,993</b>



**EXHIBIT B**  
**to Cooperative Endeavor Agreement**

**DESCRIPTION AND INITIAL RENOVATION PROJECT  
 AND BUDGET**

The Initial Renovation Project shall include the repositioning and redevelopment of all contiguous lands and structures at Northshore Square Mall to insure its long term stability and relevance within the trade area while providing a platform for continued growth within the District.

The Initial Renovation Project will include the redevelopment and/or demolition of some or all the five existing anchor stores (Sears, Burlington Coat Factory, JC Penney, Dillard's Women's and Dillard's Men's Stores). There are also approximately 170,395 Square Feet of specialty fashion and food court tenants and approximately 82,000 square feet of enclosed common area. The Initial Renovation Project also includes the redevelopment and modernization of the site and structures to redefine the facilities. Structural improvements incorporate the temporary and/or permanent relocation of existing retailers, redefinition of the existing entrances and facades, and improvements to roofing, plumbing, electrical, mechanical, life safety and code requirements of structures. The plan also includes demolition and redesign of exterior and interior existing shop space and tenant improvements to incorporate specific requirements and efficiencies defined by modern lifestyle and power center design features including improved vehicular and pedestrian access traffic flow and visibility of storefronts and signage for anchor and shop spaces. The plan also includes redesign of vehicular entrances, ring road and outparcels to include multiple freestanding commercial uses not limited to retail, outlet, restaurant, entertainment, lodging, medical, grocery, multifamily and office. Acquisition of non-owned structures and parcels; infrastructure improvements including the additional sewer upgrades, storm water retention, lakes, paving, parking, lighting, hardscape, landscape, pedestrian walkways, common green spaces, ADA, traffic and signalization improvements on and off site are also within the potential scope of the Initial Renovation Project

	Price Per SF	% To Total	Total Cost
<b>Hard Costs</b>			
<b>Additions</b>		12%	\$4,315,920
Infrastructure and Site Work	\$16.90	19%	\$6,842,018
Building Construction	\$32.00	36%	\$12,959,220
Tenant Allowances	\$23.31	26%	\$9,440,000
<b>Total Construction Hard Cost</b>	<b>\$82.86</b>	<b>93%</b>	<b>\$33,557,158</b>
<b>Soft Costs</b>			
Architectural /Engineering/consult.	\$3.03	3%	\$1,225,511
Construction permits & fees	\$0.48	1%	\$193,887
Other	\$0.26	0%	\$105,000
<b>Total Soft Cost</b>	<b>\$3.76</b>	<b>4%</b>	<b>\$1,524,398</b>
<b>Transaction Expenses</b>			
Financing Fees	\$0.25	0%	\$100,000
Leasing / Development / Project Management	\$2.39	3%	\$969,437
Other Development & Start-up costs	\$0.00	0%	\$0
<b>Total Transaction Expenses</b>	<b>\$2.64</b>	<b>3%</b>	<b>\$1,069,437</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$89.27</b>	<b>100%</b>	<b>\$36,150,993</b>

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Council Administrator of the Slidell City Council do hereby certify that the foregoing thirty-three (33) pages constitute a true and correct copy of an ordinance adopted by the City Council on December 9, 2014, authorizing the execution of a Cooperative Endeavor Agreement by and among the City of Slidell, State of Louisiana, the Northshore Square Economic Development District, State of Louisiana, and Sizeler North Shore General Partnership, relating to the collection, use and expenditure of a one-half of one percent (0.50%) sales and use tax to be levied in said District, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on this, the 9th day of December, 2014.

(SEAL)



---

Thomas P. Reeves  
Council Administrator